



<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. DCHFA No: DCHFA-25-0009	Page of Pages 1   5	
2. Amendment/Modification No: Amendment 1	3. Effective Date Box 14C	4. Requisition/Purchase Request No.	5. Caption Parking Garage Repairs and Resurfacing	
6. Issued by: District of Columbia Housing Finance Agency 815 Florida Avenue, N.W. Washington, D.C. 20001-3017		7. Administered by (If other than line 6)		
8. Name and Address of Contractor		9A. Solicitation/Contract No. DCHFA-25-0009		
		9B. Dated 02/04/25		
<input checked="" type="checkbox"/> <b>10. THIS SECTION 10 ONLY APPLIES TO AMENDMENTS TO SOLICITATIONS AS SET FORTH IN SECTION 12</b>				
The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended.				
The Offeror must acknowledge receipt of this Amendment prior to the hour and date specified in the Solicitation, by one of the following methods: (a) Complete Sections 8, 13A 13B, and 13C, and return this Amendment to DCHFA; or (b) Acknowledge receipt of this Amendment on each copy of the offer submitted.				
FAILURE TO ADHERE TO THIS SECTION 10 MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this Amendment you desire to change an offer already submitted, such change (s) must be made by letter or email, provided said communication references the Solicitation and this Amendment, and is received prior to the opening hour and date specified.				
<input type="checkbox"/> <b>11. THIS SECTION ONLY APPLIES TO CONTRACT MODIFICATIONS AS SET FORTH IN SECTION 12</b>				
<b>IMPORTANT:</b> Contractor is not <input type="checkbox"/> is <input checked="" type="checkbox"/> required to sign this document.				
12. Description of Amendment of Solicitation or Modification of Contract (For lengthier Amendments/Modifications, see Attachment) Solicitation DCHFA-25-0009 is hereby modified as follows: 1. <b>Delete</b> Section E.8 in its entirety and <b>replace</b> with Section E.8R as follows: <b>E.8R INSPECTION AND ACCEPTANCE</b>  The Contractor shall only tender for acceptance Services and Deliverables that conform to the requirements of this Contract. The Agency will, following Contractor's tender, inspect or test the Services and Deliverables and:  a. Accept the Services and Deliverables; or  b. Reject the Services and Deliverables and advise Contractor of the reasons for the rejection.  If rejected, Contractor shall repair, correct or replace nonconforming Deliverables or re-perform nonconforming Services, at no increase to contract price. If repair, correction, replacement or re-performance by Vendor will not cure the defects or is not possible, Agency may terminate the Contract under <b>Section E.15 Notice of Default and Opportunity to Cure</b> , and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.  2. <b>Add</b> Section J.10 Payment Bond and Section J.11 Performance Bond to the solicitation. Sections J.10 and J.11 are attached as pages 2 – 5 of this Amendment.				
<b>Except as provided herein, all other terms and conditions of Solicitation/Contract referenced in Section 9A remain in full force and effect.</b>				
13A. Name and Title of Signer (Type or Print)		14A. Name of Contracting Officer Tara Sigamoni		
13B. Name of Contractor  (Signature of Person authorized to sign)	13C. Date Signed	14B. District of Columbia Housing Finance Agency  (Signature of Contracting Officer/Person authorized to sign)	14C. Date Signed	

**DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY**

<b>PAYMENT BOND (CONSTRUCTION)</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than dated of contract)</i>
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PRINCIPAL: <i>(Legal Name and Address)</i>	TYPE OF ORGANIZATION ("X")
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
STATE OF INCORPORATION	

SURETY(IES): <i>(Name(s) and Address(es))</i>	<b>PENAL SUM OF BOND</b>			
	MILLION(S) \$	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

KNOW BY ALL MEN THE OBLIGATION: that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Housing Finance Agency, a municipal corporation, hereinafter called "the Agency or DCHF A", in the above penal sum for payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal entered in the Contract identified above.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived then the above obligation shall be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

**PRINCIPAL**

1. SIGNATURE		1. Attest	<b>Corporate Seal</b>
	(Seal)		
NAME & TITLE <i>(Typed)</i>		NAME & TITLE <i>(typed)</i>	
2. SIGNATURE(S)		2. Attest	<b>Corporate Seal</b>
	(Seal)		
NAME & TITLE <i>(Typed)</i>	1.	.	

**SURETY(IES)**

1. NAMES & ADDRESS (Typed)		STATE OF INC.	LIABILITY LIMIT \$	<b>CORPORATE SEAL</b>
SIGNATURE of ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS (Typed)		NAME & ADDRESS (typed)		
1. NAME & ADDRESS (Typed)		STATE OF INC.	LIABILITY LIMIT \$	<b>CORPORATE SEAL</b>
SIGNATURE OF ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS TYPED (Typed)		NAME & ADDRESS (typed)		

**BOND PREMIUM**

<b>Rate Per Thousand</b>	<b>Total Premium</b>	<b>Name &amp; Address of Agency or Agent Receiving Commission</b>

Approved by:

\_\_\_\_\_  
DCHFA  
Contracting Officer

**INSTRUCTIONS**

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond, form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses under the word "witness". If executed in Main or New Hampshire, an adhesive seal shall be affixed,
4. The name of each person signing this performance bond shall be typed in the space provided.

**DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY**

<b>PERFORMANCE BOND (CONSTRUCTION)</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than dated of contract)</i>
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PRINCIPAL: <i>(Legal Name and Address)</i>	TYPE OF ORGANIZATION ("X")
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION

SURETY(IES): <i>(Name(s) and Address(es))</i>	<b>PENAL SUM OF BOND</b>			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	

KNOW BY ALL MEN THE OBLIGATION: that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Housing Finance Agency, a municipal corporation, hereinafter called "the Agency or DCHF A", in the above penal sum for payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally only for the purpose of allowing a joint action or actions against any or all of us and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that whereas the Principal entered in the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term of the contract and any extensions thereof that may be granted by the Agency with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any duly authorized modifications of the Contract that hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the Agency from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgment, and decrees to which the Agency may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated act or omission of the Principal in connecting with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue. .

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

**PRINCIPAL**

1. SIGNATURE	(Seal)	1. Attest	<b>Corporate Seal</b>
NAME & TITLE <i>(Typed)</i>		NAME & TITLE <i>(typed)</i>	
2. SIGNATURE(S)		2. Attest	<b>Corporate Seal</b>

	(Seal)		
NAME & TITLE (Typed)	1.	.	

**SURETY (IES)**

1. NAMES & ADDRESS (Typed)		STATE OF INC.	LIABILITY LIMIT \$	<b>CORPORATE SEAL</b>
SIGNATURE of ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS (Typed)		NAME & ADDRESS (typed)		
1. NAME & ADDRESS (Typed)		STATE OF INC.	LIABILITY LIMIT \$	<b>CORPORATE SEAL</b>
SIGNATURE OF ATTORNEY-IN-FACT		Attest (Signature)		
NAME & ADDRESS TYPED (Typed)		NAME & ADDRESS (typed)		

**BOND PREMIUM**

Rate Per Thousand	Total Premium	Name & Address of Agency or Agent Receiving Commission
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Approved by:

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DCHFA  
Contracting Officer

**INSTRUCTIONS**

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3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses under the word "witness". If executed in Main or New Hampshire, an adhesive seal shall be affixed,
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