Management and
Development
Corporation

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

REQUEST FOR QUALIFICATIONS
RFQ# 2016-17 REBID

FOR

GENERAL CONTRACTOR
FOR
OCCUPIED REHABILITATION REBID

Due:

Friday, February 24, 2017 at 11:00 A.M.

To: Kim Detrick
Director of Procurement/Contracting Officer
100 Ross Street, 2nd Floor – Suite 200
Pittsburgh, PA 15219

Request for Qualifications
For
General Contractor for Occupied Rehabilitation Rebid

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SECTION I
INTRODUCTION

Allies & Ross Management and Development Corporation ("ARMDC" and/or "Owner" and/or "Developer"), a nonprofit development instrumentality of the Housing Authority City of Pittsburgh ("HACP") is self-developing the Glen Hazel Bernice Crawley Highrise (the "Highrise") and Glen Hazel Family Community (the "Family Community") and is seeking qualified general contractors and/or firms to respond to this Request for Qualifications ("RFQ") to rehabilitate an existing 225 unit multifamily development located in Pittsburgh Pennsylvania.

As the Developer of the Glen Hazel Highrise and Family Community, ARMDC is inviting General Contractors to submit their qualifications for this project. The General Contractor will be selected based on its expertise in completing Low Income Housing Tax Credit ("LIHTC") financed projects under the Pennsylvania Housing Finance Agency ("PHFA") guidelines, experience, M/W/DBE participation and Section 3 compliance, and capacity. It is ARMDC's intent to select the most qualified General Contractor with the capacity with a competitive fee proposal within United States Department of Housing and Urban Development Department's ("HUD") safe harbor guidelines.

Background Information on Glen Hazel

The Glen Hazel communities have been selected by HUD to participate in its Rental Assistance Demonstration ("RAD") program. RAD is designed to provide Public Housing Agencies ("PHA") with a stabilized source of revenue and allow PHA's to utilize the income to leverage debt capacity to make necessary capital improvements. The stabilized income stream will support the repayment of the leveraged debt incurred over a forty (40) year term.

Glen Hazel Bernice Crawley Highrise is an eight (8) story high-rise building located at 945 Roselle Court in the Glen Hazel neighborhood of the City of Pittsburgh. The building was constructed in 1974 with a goal of providing affordable housing to senior citizens and/or persons with disabilities. Amenities for residents include a laundry facility, limited off-street parking, and an updated community room and updated outdoor terrace.

Glen Hazel Family Community is comprised of one larger public housing community containing 39 buildings (i.e. 104 units) in a traditional urban neighborhood design located on a 17.5 acres site along Johnston Avenue, Roselle Drive and Roselle Court in the Glen Hazel neighborhood of the City of Pittsburgh. This portion of the community is adjacent to the Glen Hazel Bernice Crawley Highrise. The Family Community also contains two smaller public housing clusters (Renova St – three buildings containing 10 units; Sunnyside / Almeda Streets – two building containing 8 units) located in the Hazelwood neighborhood of the City of Pittsburgh. Please see **Attachment A** for location maps. A certain number of units have off-street parking (i.e. surface parking or garage) while only some units have basements. Residents have access to community space that includes a community center, playgrounds, basketball court, baseball field and a picnic area.

Background Information on Development Team

HACP approved its non-profit instrumentality, Allies and Ross Management and Development Corporation, to serve as its developer and manage the revitalization of public housing communities by working cooperatively with HUD, PHFA, the City of Pittsburgh and other entities. Subsequently, ARMDC has selected Renaissance 3 Architects ("R3A") to perform architectural / engineering services for this project. This firm has the necessary experience/capacity to complete the architectural / engineering services to complete the redevelopment.

ARMDC's development team is spearheading Predevelopment and Development Services with the assistance of the architect / engineer as discussed above. Additionally, ARMDC competitively procured Massaro Construction Company ("Massaro") as the Construction Manager for this project. Massaro will provide constructability/quality control and field construction management services. ARMDC is in the process of completing selection of its development team.

It is important to note that ARMDC reserves the right to terminate the selected General Contractor at any point in the pre-construction process, prior to the execution of the construction contract, if ARMDC determines in its sole discretion that the team is not able to work in a collaborative fashion, or the General Contractor is not able to negotiate a Guaranteed Maximum Price ("GMP") contract amount within the established budget for each element of work.

ARMDC intends to interview each General Contractor that submits a qualification and is determined by ARMDC to be in the competitive range and a fee proposal prior to making a final selection. The financial closing for the project is estimated to take place in September 2017.

Any questions regarding this Request for Qualifications should be in writing and directed to:

Allies & Ross Management and Development Corporation
Attn: Kim Detrick
Director of Procurement/Contracting Officer
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219
(412) 456-5115, Option 1
kim.detrick@hacp.org

Following are the Key Dates associated with this Request for Qualifications:

Thursday, February 16, 2017 @ 10:00 A.M.	**Pre-Submission Conference** 200 Ross Street, 9th Floor Board Roon Pittsburgh, PA 15219
Friday, February 17, 2017 @ 11:00 A.M.	**Deadline for Submission of Questions**
Friday, February 24, 2017 @ 11:00 A.M.	**Deadline for Submission of Qualifications**

Allies & Ross Management and Development Corporation
Attn: Kim Detrick
Director of Procurement/Contracting Officer
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219

SECTION II
SCOPE OF WORK

The project design team is led by ARMDC and R3A. Other third party professionals are being similarly procured and selections have not been made at this time. These services include, but are not limited to, survey, geotechnical, environmental and civil engineering. R3A will also be responsible for the construction administrative services. Massaro will provide the construction management services.

The detailed scope of work proposed to be completed immediately following the conversion of the RAD units can be found in **Attachment B and Attachment C** and was developed in part using the RAD Physical Conditions Assessment ("RPCA") along with team site assessments and historical information.

The rehabilitation work will happen while the building is occupied. ARMDC requires that all tenants be able to return to a habitable unit after the completion of construction for a particular unit and adjacent units will remain occupied during construction. The General Contractor will be required to cooperate with the all, but not limited to the following entities, the Owner, the Construction Manager, the Project Architect, Third Party Moving Staff, Property Management Staff, Social Service Staff and Residents to ensure that residents return to a habitable unit upon the completion of the renovations. Disturbance to normal tenant daily life should be minimized with the goal of reducing the length of times that a resident is displaced from their unit. The GC will have to coordinate daily with property management and the architect on the schedule of construction.

HACP/ARMDC employees, site management staff and residents will occupy the site and existing building during entire construction period. The General Contractor shall be required to cooperate with Construction Manager/HACP/ARMDC Representative during construction operations to minimize conflicts and facilitate HACP/ARMDC usage. The General Contractor shall perform the work so as not to interfere with ARMDC's day-to-day operations and to have minimal daily disruption to each apartment resident. The General Contractor shall maintain existing exits unless otherwise indicated.

HACP/ARMDC shall require access to occupied buildings and occupied areas of the building during the entire construction period. The General Contractor shall provide temporary access and cooperate with ARMDC and ARMDC's contractors to provide access for the duration of the work. Any temporary entrances shall be accessible as determined by UFAS standards and meet ARMDC's requirements for secure access to the buildings.

Upon selection, the General Contractor will play a key role in delivery of preconstruction services, by working in close coordination with the development and design team, to arrive at a final approved design. Establishing a collaborative partnership between the team members is of paramount importance and the General Contractor will play a key role in helping to achieve effective working relationship to:

- Finalize bidding and provide constructability and cost review comments to assist in finalizing the construction documents.

- **Assist ARMDC to publicly advertise the major components of the work to meet HUD's competition requirements under 24 CFR 85.36(C)(1) and (d)(2) and their successor regulations set forth at 2 CFR 200.317 et seq. and satisfy Pennsylvania's separate primes rule. All other selected Mechanical, Electrical and Plumbing construction contractors' contracts between ARMDC and said contractor will be assigned to the selected General Contractor and will work for the selected General Contractor.**
- Provide interim cost estimating and cost savings recommendations prior to the issuance of subcontractor bidding documents.
- Secure competitive pricing proposals from subcontractor firms with a minimum of three pricing proposals for each major trade in each element of work.
- Undertake value engineering in concert with the development team, Construction Manager, design and engineering team and subcontractors to arrive at a Guaranteed Maximum Price contract amount for each major element of work as set forth above.
- Enter into a GMP contract for each element of work and construct the work on time and within budget in accordance with the design documents (The form of the contract for each element of work is attached).

SECTION III
GENERAL CONTRACTOR REQUIREMENTS

General Requirements

A General Contractor may be an individual or a business corporation, partnership or a joint venture duly that is financially sound and able to provide the services being procured by ARMDC.

If an Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information it its offer, which may be sufficient ground for disqualification. In the event the selected firm fails to disclose such information and ARMDC discovers it thereafter, this shall constitute grounds for termination of the contract.

Each Offeror must be in good standing with ARMDC, and any Federal, State or Municipality that has or has had a contracting relationship with the firm. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror is not eligible to submit a Response to this Solicitation.

Additional Information and Other Requirements

The form of the contract is a GMP inclusive of HUD's safe harbor general contractor fees wherein 100% of the savings will accrue to ARMDC. The form of general conditions will be HUD General Conditions. Both documents are included in this package for reference provided, however, that any and all documents may be modified by HUD as set forth in HUD's Mixed-Finance requirements at 24 CFR Part 905, Subpart F. A cost certification will be required by an independent accountant at the completion of the project and should be included in the contractor's bid proposal.

The construction contract is drafted with a construction period of 12 months, which commences at the time that the Notice to Proceed is issued and runs through Substantial Completion. Final Completion is sixty (60) calendar days after Substantial Completion. It is not the Owner's intent to shorten the construction period as to cause undue hardship on the normal flow and process of this type work. At the same time, the financing of this project does require that the selected general contractor have the capacity to get the project done within a timeframe that meets all the project's financial obligations. In accordance with PHFA, the Owner has determined that a period of time is 12 months is required as not to jeopardize the use of LIHTCs to fund the project to completion. Each bidder is to provide the time period they propose for this scope of work. An evaluation of the proposed timeframe will be a determining factor in the selection of the General Contractor.

100% Performance and Payment Bonds will be required, and the cost for the performance and payment bonds should be included in the contractor's bid/proposal.

This project requires the general contractor to comply with the most recent U. S. Department of Labor Davis-Bacon Wage Determination for Allegheny County, PA and the submission of certified payrolls by all contractors and their subcontractors.

Builder's risk insurance will be provided by the owner with a $10,000 deductible per occurrence which will be the responsibility of the General Contractor. The site security will also be the responsibility of the General Contractor and the costs should be included in the General Requirements line.

ARMDC reserves the right, in its sole discretion and at any time, to reject all bid proposals, to negotiate with one or more of the respondents or to undertake this work in another manner, if it is determined to be in the best interest of the project, the neighborhood and the City. All costs associated with responding to the bid request will be the responsibility of each bidder.

Project Schedule and Key Milestone Dates

Milestone	**Date**
Pre-proposal Conference	February 16, 2017
Last Day for Questions	February 17, 2017
Bids Due	February 24, 2017
Selection of General Contractor	March 1, 2017

The current schedule is to close on the financing and issue a Notice-to-Proceed for the construction by September 2017 with substantial completion on September 2018.

Project Specific Requirements

ARMDC is looking for a General Contractor with the following:

1. Experience in residential construction; especially of a similar type and size
2. Experience in rehabilitating housing units while the buildings are occupied by residents and property management staff.
3. History of the successful completion (within the budget and schedule) of multifamily new construction projects
4. History of completion of projects involving Low Income Housing Tax Credits
5. Financial resources and capacity including the ability to provide performance and payment bonds
6. Sound approach to ensure that the project will be built within the proposed timeframe
7. A history of, and an ability to maximize M/WBE and Section 3 participation
8. Successful implementation of workforce training and apprenticeship programs
9. Successful completion of construction/rehabilitation projects in the City of Pittsburgh
10. Completed a minimum of five (5) Low Income Housing Tax Credit projects on time and within budget.

SECTION IV
CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the ***General Contract Conditions for Non-Construction (HUD 5370C) and Supplemental General Conditions*** provided in **Attachment E** and ***Instructions to Offerors Non-Construction (HUD 5369B)*** provided in **Attachment F.** Proposals received without all of the required information may be deemed non-responsive and rejected. Offerors must submit one (1) original plus five (5) paper copies of their Proposal and one (1) electronic copy in .PDF format on a CD or flash drive. Proposals received without all of the required information may be deemed non-responsive.

The Respondent must submit a letter that references the Solicitation by name and number, summarize what specific financing role(s) the response is for and indicate whether the response is from multiple firms working jointly and, if so, the nature and previous collaboration efforts of that team. Respondents may also wish to provide a concise summary of the Proposer's organization and generally introduce ARMDC to the capabilities of the firm.

Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter)
2. Description of the Offeror's capacity including staff a statement of the organization's capabilities, an organization chart or other information that illustrates available staff resources and qualifications of key personnel.

B. Firm's Previous Related Experience

Describe why Offeror feels its organization is qualified to provide the requested services. ARMDC is looking for a general contractor with the following:

1. Experience in residential construction; especially of a similar type and size
3. History of the successful completion (within the budget and schedule) of multifamily new construction projects financed with LIHTC.
4. History of completion of projects involving low income housing tax credits
5. Financial resources and capacity including the ability to provide performance and payment bonds
6. Sound approach to ensure that the project will be built within the proposed timeframe
7. Successful completion of construction projects in the City of Pittsburgh
8. Completed a minimum of 5 projects on time and within budget.

C. References

Such listing shall include at least the following information.

1. Name of three developers for whom the general contractor has completed low income housing tax credit projects for which 8609s were issues by PHFA.

2. Name, title and a telephone number of a the President/Chief Executive Officer or executive in charge for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.

3. Offerors should specifically highlight their experience as it relates to completing rehabilitation projects funded with PHFA LIHTCs within the required deadlines and within the PHFA approved development budget. Offerors should provide at least five (5) examples of recently completed construction / rehabilitation projects that were completed using LIHTCs, completed on-time and within budget.

4. Offerors should specifically highlight their experience as it relates to completing interior and exterior moderate rehabilitation of a multifamily apartment building that is occupied during the time of the construction rehabilitation.

D. Proposed Staffing and other Contractors

Provide the following information relative to the proposed staffing to underwrite the deal. To demonstrate the above, contractors will be asked to submit the following documentation:

1. Company description and standard marketing materials
2. Resume of proposed Project Manager and site Superintendent
3. HUD General Conditions
4. Experience with MBE/WBE/SBE participation plans
5. Letter from bonding company stating per project and total bonding capacity
6. Acknowledgement that the respondent has read and accepted ARMDC's standard form of construction agreement and general conditions. Respondents may also offer specific comments to the form of contract
7. Three references – one each from a developer, architect and prime subcontractor
8. Provide proposed fee structure for Profit, Overhead, and General Conditions within HUD's Safe Harbor Rule
9. Provide a written description of how you plan to stage and coordinate all the various components of the work which include Demolition, Site Preparation, Public Improvements, and Housing Construction.

E. General Conditions for Construction

The General Contract Conditions for Non-Construction (HUD 5370-C) **Attachment E** and Supplemental General Conditions included **Attachment E.**

F. Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors – Non-Construction (*HUD 5369-C*) provided in **Attachment G.**

G. Minority and Women Business Participation

Provide a written plan that describes ways the Offeror will utilize MBE/WBE businesses to comply with ARMDC, HACP, and City of Pittsburgh's goals of 25% Minority-owned Business Enterprise and 10% Woman-owned Business Enterprise

participation. Also, complete the table provided in Attachment H **and include with your submission.** A history of, and an ability to maximize MBE/WBE/DBE of not less than 25% MBE participation, and 10% WBE participation. Please provide success information from the five-(5) projects detailed above as part of your reference.

If you have any questions regarding the ARMDC/HACP MBE/WBE goals please contact Mr. Anthony Mannella, MBE/WBE Compliance Specialist, by e-mail at anthony.mannella@hacp.org or by contacting her at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, telephone (412) 456-5000, ext. 8506.

H. Section 3 Participation

Provide a written plan that describes ways the Offeror will assist ARMDC/HACP to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses. Also, refer to the Section 3 Clause and complete the form provided in **Attachment I** and include with your submission. Qualifications must demonstrate how the Offeror intends to meet or exceed these goals. Pursuant to 24 CFR Part 135, describe successful Section 3 participation in your multi-family construction projects and successful implementation of workforce training and apprenticeship programs.

If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Mr. Lloyd Wilson, Section 3 Coordinator, by e-mail at lloyd.wilson@hacp.org or by contacting him at the Housing Authority of the City of Pittsburgh, Resident Employment Program located at the Bedford Hope Center, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 395-3950, ext. 1048.

I. MBE/WBE Letter of Intent

Complete a Letter of Intent for each MBE/WBE firm contacted. A sample letter is provided in **Attachment J**.

J. Firm Demographics

Provide demographic description of all employees of your firm using the table provided in **Attachment K**.

K. TIN/W-9 Form

Complete a W-9 Request for Tax Payer Identification Number and Certification, as provided in **Attachment L**.

SECTION V
EVALUATION CRITERIA
Maximum 100 Points

The Evaluation Committee will evaluate and will score each qualification that is submitted as a complete response. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Experience of Firm: **Maximum 10 points**
Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Qualifications.

Experience Completing Occupied Rehabilitation Projects **Maximum 30 points**
Experience of coordinating and completing construction activities in buildings which are occupied during the time that rehabilitation is taking place.

Experience Completing PHFA LIHTC Projects **Maximum 30 points**
Experience in completing Low Income Housing Tax Credit projects and delivering the units within the time deadlines mandated by PHFA guidelines and Section 42m of the Internal Revenue Service Code.

Safe Harbor Fee Proposal **Maximum 10 points**
Experience of the firm completing projects where its fees are at safe harbor or less.

Experience with a Public Housing Authority as Owner **Maximum 5 points**
Experience of the firm working on projects where a housing authority, or an affiliate of a housing authority, is the primary point of contact for the Owner/Developer.

MBE/WBE Participation **Maximum 10 points**
Demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Minority/Women Business subcontracting and employment opportunities, and demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting is requirements.

Section 3 Participation **Maximum 5 points**
Demonstrated experience and/or commitment of the Offeror to assist ARMDC in meeting its requirements and goals related to Section 3 (training and employment of public housing residents).

Deductions
Points may be deducted for failure to submit all required documents or for submitting irrelevant or redundant material.

SECTION VI
PROCUREMENT AND AWARD PROCESS

The following instructions Pursuant to 2 CFR 200.318 et seq., (formerly 24 C.F.R. Section 85.36 (d)(3)), general contractor services are being procured for the project described in Section II of this solicitation, and are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **February 16, 2017 at 11:00 a.m., at 200 Ross Street, 9th Floor Board Room, Pittsburgh PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by ARMDC's representatives shall not constitute an amendment or change to this Solicitation.

Material issues raised and addressed at the Pre-Submission Conference shall be answered solely through an addendum to this Solicitation. Likewise, ambiguities and defects of this Solicitation raised at the Pre-Submission Conference shall be corrected by a written amendment only, which, if issued, shall form an integral part hereof.

All prospective respondents are strongly encouraged to attend the Pre-Submission Conference. Failure to attend will not excuse the legal contractual duty imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the request for qualifications.

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials. Amendments are also available for download from the Business Opportunities Section of the HACP website, www.hacp.org.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses. **No claim whatsoever and/or change orders will be accepted arising out Offeror's failure to familiarize themselves with the scope of services and the various locations and types of properties prior to submitting responses.**

C. Submission of Proposals and/or Amendments; Deadlines

Responses may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following address:

Allies & Ross Management and Development Corporation
c/o Housing Authority of the City of Pittsburgh
Procurement Department
100 Ross Street
2nd Floor, Suite 200
Pittsburgh, PA 15219

Proposals must be received at the above address no later than **February 24, 2017, at 11:00 a.m.,** regardless of the selected delivery mechanism.

Responses will be date-time stamped immediately upon its receipt at ARMDC to document its timeliness. Any Qualifications received after the specified deadline shall be automatically rejected and will be returned unopened.

Any amendments to a response must be received before the specified response due date and time established for the delivery of the original Qualification.

D. Evaluation and Award Process

ARMDC staff will review each submission to determine if it is complete and if it is responsive to this Request for Qualifications. ARMDC may allow an Offeror to correct minor deficiencies in its Qualifications submission that do not materially affect the submission.

All Qualifications determined to be complete and responsive will be provided to an ARMDC Evaluation Committee. ARMDC's Evaluation Committee will evaluate the Qualifications utilizing the criteria established in Section V of this Request for Qualifications. **Only firms, whose qualifications obtain a ranking of 70 points or above, are determined to be responsive and responsible and in the best interest of ARMDC will be considered for contract award**.

ARMDC reserves the right to interview selected Offerors, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors. ARMDC will perform a responsibility determination of the highest ranked Offeror, which may include reference and financial background checks. ARMDC shall not be responsible and will not reimburse any Offeror for any cost(s) associated with preparing a submission.

A Qualification submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to the award of a contract. A letter or other notice of Award or of the intent to Award shall not constitute a contract. A contract is not created until all required signatures are affixed to the contract.

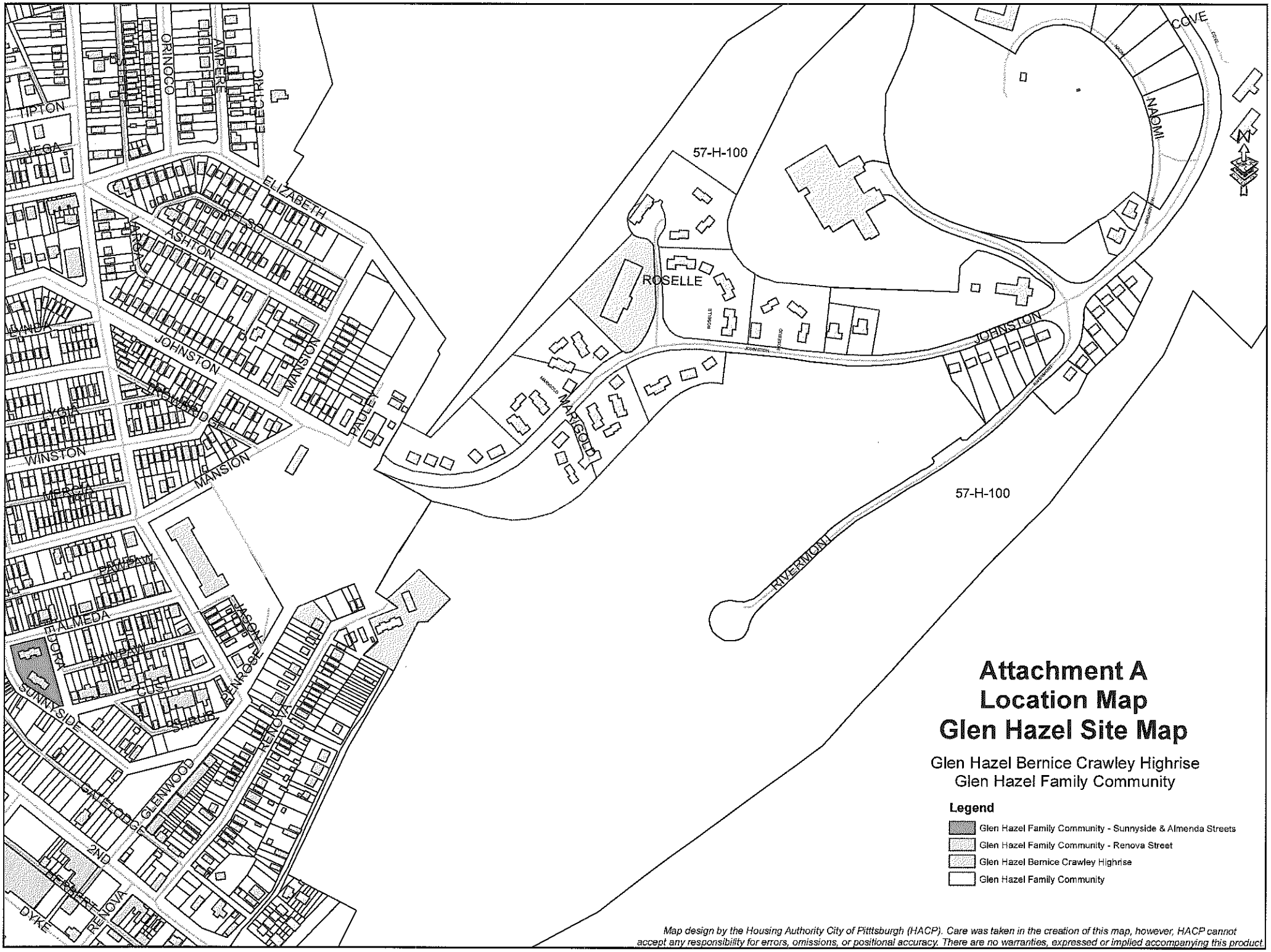
Prior to execution of any contract of $25,000.00 or more, the selected Offeror may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh MBE/WBE Review Board for approval. Contract award of $50,000.00 and greater is subject to approval by ARMDC Board of Directors and the selected Offeror may be required to appear before the ARMDC Board of Directors.

LIST OF ATTACHMENTS

ATTACHMENT A	Location Map
ATTACHMENT B	Schematic Design Architectural Plans and Scope of Work
ATTACHMENT C	Front End Bid Documents
ATTACHMENT D	General Conditions for Construction Contracts (HUD 5370C) and Supplemental General Conditions
ATTACHMENT E	Instructions to Offerors Non-Construction (HUD 5369B)
ATTACHMENT F	Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C)
ATTACHMENT G	MBE/WBE Special Participation Summary
ATTACHMENT H	Section 3 Clause, Section 3 Opportunities Plan and related data
ATTACHMENT I	Sample MBE/WBE Letter of Intent
ATTACHMENT J	Firm Demographics
ATTACHMENT K	Request for Taxpayer Identification Number and Certifications
ATTACHMENT L	Tab 16, 'Development Team Experience', of the Pennsylvania Housing Finance Agency
ATTACHMENT M	References

ATTACHMENT A

Location Map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JOHNSTON
MARIGOLD
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COVE
NAOMI
ELIZABETH
ASHTON
MANSION
PAULEY
WINSTON
MELROSA
ALMEDA
PAWPAW
CUSTER
BENROSE
SUNNYSIDE
GLENWOOD
RENOVA
2ND
DYKE
ORINOCO
AMPERE
ELECTRIC
TIPTON
VEGA
LEANDA
JUNIATA
Attachment A
Location Map
Glen Hazel Site Map
Glen Hazel Bernice Crawley Highrise
Glen Hazel Family Community
Legend
Glen Hazel Family Community - Sunnyside & Almenda Streets
Glen Hazel Family Community - Renova Street
Glen Hazel Bernice Crawley Highrise
Glen Hazel Family Community
Map design by the Housing Authority City of Pittsburgh (HACP). Care was taken in the creation of this map, however, HACP cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied accompanying this product.

ATTACHMENT B

Schematic Design Architectural Plans and Scope of Work

Allies & Ross Management and Development
Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

December 5, 2016

Schematic Design

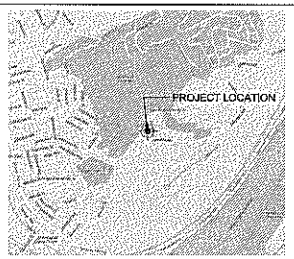
OWNER: Housing Authority of the City of Pittsburgh
206 Ross Street
9th Floor
Pittsburgh, PA 15219
Phone: 412-456-5020 ex. 6008
Fax: 412-456-5591
Contact: Jerome Frank, Senior Development Manager

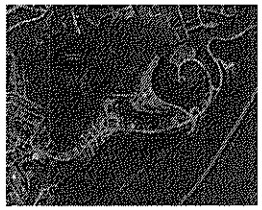
DEVELOPER: Allies & Ross Management and Development Corporation
100 Ross Street
2nd Floor Suite 200
Pittsburgh, PA 15219
Phone: 412-456-5020
Fax: 412-456-5591
Contact: Jerome Frank, Senior Development Manager

ARCHITECT: Renaissance 3 Architects, P.C.
48 South 14th Street
Pittsburgh, PA 15203
Phone: 412-431-2480
Fax: 412-431-2670
Contact: Carla Worthington

LANDSCAPE ARCHITECT/ SITE/CIVIL ENGINEER: Moore Design Associates
130 Heaven Lane
Mars, PA 16046
Phone: 724-898-2082
Contact: Sara Moore, Principal

HVAC, PLUMBING AND ELECTRICAL ENGINEER: Tri-State Design & Development
9 East Main Street
Carnegie, PA 15106
Phone: 412-276-2219
Contact: Richard J. Stefanick





Renaissance 3 Architects, P.C.
48 South 14th Street
Pittsburgh, PA 15203
Phone: 412-431-2480
Fax: 412-431-2670
www.r3a.com

Design
Technology
Sustainability

List of Drawings

G-100 Cover Sheet
G-101 High Rise Unit Info
G-102 Low Rise Unit Info

L-101 Sitework Plan
L-102 Sitework Plan
L-103 Sitework Plan
L-104 Sitework Plan
L-201 Sitework Plan
L-202 Sitework Plan
L-203 Sitework Plan
L-204 Sitework Plan

A-101 High Rise - First Floor Plan
A-102 High Rise - Second Floor Plan
A-103 High Rise - Third - Seventh Floor Plan
A-104 High Rise - Eighth Floor Plan
A-105 High Rise - Small One Bedroom Enlarged Plan
A-106 High Rise - Large One Bedroom Enlarged Plan
A-107 High Rise - UFAS Two Bedroom Enlarged Plan
A-111 Low Rise - Type A First Floor Plan
A-112 Low Rise - Type A Second Floor Plan
A-113 Low Rise - Type A Basement Floor Plan
A-114 Low Rise - Type B First Floor Plan
A-115 Low Rise - Type B Second Floor Plan
A-116 Low Rise - Type C First Floor Plan
A-117 Low Rise - Type C Second Floor Plan
A-118 Low Rise - Type C Basement Floor Plan
A-119 Low Rise - Type D First Floor Plan
A-120 Low Rise - Type D Second Floor Plan
A-121 Low Rise - Type D Basement Floor Plan
A-122 Low Rise - Type E First Floor Plan
A-123 Low Rise - Type E Second Floor Plan
A-124 Low Rise - Type E Basement Floor Plan
A-125 Low Rise - Type F UFAS First Floor Plan
A-126 Low Rise - Type G First Floor Plan
A-127 Low Rise - Type G Second Floor Plan
A-128 Low Rise - Type G Basement Floor Plan
A-130 Low Rise - Type H UFAS First Floor Plan
A-131 Low Rise - Type J First Floor Plan
A-132 Low Rise - Type J Second Floor Plan
A-133 Low Rise - Type K First Floor Plan
A-134 Low Rise - Type K Second Floor Plan
A-135 Low Rise - Type K Basement Floor Plan
A-136 Low Rise - Type L First Floor Plan
A-137 Low Rise - Type L Second Floor Plan
A-138 Low Rise - Type M First Floor Plan
A-139 Low Rise - Type M Second Floor Plan

A-201 High Rise - Exterior Elevation
A-211 Low Rise - Type A Exterior Elevation
A-214 Low Rise - Type B Exterior Elevation
A-216 Low Rise - Type C Exterior Elevation
A-219 Low Rise - Type D Exterior Elevation
A-222 Low Rise - Type E Exterior Elevation
A-225 Low Rise - Type F UFAS Exterior Elevation
A-226 Low Rise - Type G Exterior Elevation
A-230 Low Rise - Type H UFAS Exterior Elevation
A-231 Low Rise - Type J Exterior Elevation
A-233 Low Rise - Type K Exterior Elevation
A-236 Low Rise - Type L Exterior Elevation
A-238 Low Rise - Type M Exterior Elevation

H-105 High Rise - Small One Bedroom Enlarged Plan
H-106 High Rise - Large One Bedroom Enlarged Plan
H-107 High Rise - UFAS Two Bedroom Enlarged Plan
H-108 High Rise - Roof Top Plan
H-111 Low Rise - Type A First Floor Plan
H-112 Low Rise - Type A Second Floor Plan
H-113 Low Rise - Type A Basement Floor Plan
H-114 Low Rise - Type B First Floor Plan
H-115 Low Rise - Type B Second Floor Plan
H-116 Low Rise - Type C First Floor Plan
H-118 Low Rise - Type C Basement Floor Plan
H-119 Low Rise - Type D First Floor Plan
H-121 Low Rise - Type D Basement Floor Plan
H-122 Low Rise - Type E First Floor Plan
H-124 Low Rise - Type E Basement Floor Plan
H-125 Low Rise - Type F UFAS First Floor Plan
H-126 Low Rise - Type G First Floor Plan
H-128 Low Rise - Type G Basement Floor Plan
H-130 Low Rise - Type H UFAS First Floor Plan
H-131 Low Rise - Type J First Floor Plan
H-133 Low Rise - Type K First Floor Plan
H-135 Low Rise - Type K Basement Floor Plan
H-136 Low Rise - Type L First Floor Plan
H-138 Low Rise - Type M First Floor Plan

P-105 High Rise - Small One Bedroom Enlarged Plan
P-106 High Rise - Large One Bedroom Enlarged Plan
P-107 High Rise - UFAS Two Bedroom Enlarged Plan
P-111 Low Rise - Type A First Floor Plan
P-112 Low Rise - Type A Second Floor Plan
P-113 Low Rise - Type A Basement Floor Plan
P-114 Low Rise - Type B First Floor Plan
P-115 Low Rise - Type B Second Floor Plan
P-116 Low Rise - Type C First Floor Plan
P-117 Low Rise - Type C Second Floor Plan
P-118 Low Rise - Type C Basement Floor Plan
P-119 Low Rise - Type D First Floor Plan
P-120 Low Rise - Type D Second Floor Plan
P-121 Low Rise - Type D Basement Floor Plan
P-122 Low Rise - Type E First Floor Plan
P-123 Low Rise - Type E Second Floor Plan
P-124 Low Rise - Type E Basement Floor Plan
P-125 Low Rise - Type F UFAS First Floor Plan
P-126 Low Rise - Type G First Floor Plan
P-127 Low Rise - Type G Second Floor Plan
P-128 Low Rise - Type G Basement Floor Plan
P-130 Low Rise - Type H UFAS First Floor Plan
P-131 Low Rise - Type J First Floor Plan
P-132 Low Rise - Type J Second Floor Plan
P-133 Low Rise - Type K First Floor Plan
P-134 Low Rise - Type K Second Floor Plan
P-135 Low Rise - Type K Basement Floor Plan
P-136 Low Rise - Type L First Floor Plan
P-137 Low Rise - Type L Second Floor Plan
P-138 Low Rise - Type M First Floor Plan
P-139 Low Rise - Type M Second Floor Plan

E-101 High Rise - First Floor Plan
E-102 High Rise - Second Floor Plan
E-103 High Rise - Third - Seventh Floor Plan
E-104 High Rise - Eighth Floor Plan
E-105 High Rise - Small One Bedroom Enlarged Plan
E-106 High Rise - Large One Bedroom Enlarged Plan
E-107 High Rise - UFAS Two Bedroom Enlarged Plan
E-111 Low Rise - Type A First Floor Plan
E-112 Low Rise - Type A Second Floor Plan
E-113 Low Rise - Type A Basement Floor Plan
E-114 Low Rise - Type B First Floor Plan
E-115 Low Rise - Type B Second Floor Plan
E-116 Low Rise - Type C First Floor Plan
E-117 Low Rise - Type C Second Floor Plan
E-118 Low Rise - Type C Basement Floor Plan
E-119 Low Rise - Type D First Floor Plan
E-120 Low Rise - Type D Second Floor Plan
E-121 Low Rise - Type D Basement Floor Plan
E-122 Low Rise - Type E First Floor Plan
E-123 Low Rise - Type E Second Floor Plan
E-124 Low Rise - Type E Basement Floor Plan
E-125 Low Rise - Type F UFAS First Floor Plan
E-126 Low Rise - Type G First Floor Plan
E-127 Low Rise - Type G Second Floor Plan
E-128 Low Rise - Type G Basement Floor Plan
E-130 Low Rise - Type H UFAS First Floor Plan
E-131 Low Rise - Type J First Floor Plan
E-132 Low Rise - Type J Second Floor Plan
E-133 Low Rise - Type K First Floor Plan
E-134 Low Rise - Type K Second Floor Plan
E-135 Low Rise - Type K Basement Floor Plan
E-136 Low Rise - Type L First Floor Plan
E-137 Low Rise - Type L Second Floor Plan
E-138 Low Rise - Type M First Floor Plan
E-139 Low Rise - Type M Second Floor Plan

Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

R3A PROJECT # 15074.5

SCHEMATIC DESIGN

A/E Unit Inspection - Site Visit
Glen Hazel Bernice Crawley (AMP 33)
Renaissance 3 Architects

Unit #	# of Bedrooms	Unit Type
201	1	Small
202	1	Small
203	1	Large
204	1	Large
207	1	Small
209	1	Small
210	1	Small
213	1	Large
214	2	UFAS
217	1	Large
218	1	Large
221	1	Small
222	1	Small
301	1	Small
302	1	Small
303	1	Large
304	1	Large
307	1	Small
308	1	Small
309	1	Small
310	1	Small
313	1	Large
314	2	UFAS
317	1	Large
318	1	Large
321	1	Small
322	1	Small
401	1	Small
402	1	Small
403	1	Large
404	1	Large
407	1	Small
408	1	Small
409	1	Small
410	1	Small
413	1	Large
414	2	UFAS
417	1	Large
418	1	Large
421	1	Small
422	1	Small
501	1	Small

Unit #	# of Bedrooms	Unit Type
502	1	Small
503	1	Large
504	1	Large
507	1	Small
508	1	Small
509	1	Small
510	1	Small
513	1	Large
514	2	UFAS
517	1	Large
518	1	Large
521	1	Small
522	1	Small
601	1	Small
602	1	Small
603	1	Large
604	1	Large
607	1	Small
608	1	Small
609	1	Small
610	1	Small
613	1	Large
614	2	UFAS
617	1	Large
618	1	Large
621	1	Small
622	1	Small
701	1	Small
702	1	Small
703	1	Large
704	1	Large
707	1	Small
708	1	Small
709	1	Small
710	1	Small
713	1	Large
714	2	UFAS
717	1	Large
718	1	Large
721	1	Small
722	1	Small
801	1	Small
802	1	Small
803	1	Large
804	1	Large
807	1	Small

Unit #	# of Bedrooms	Unit Type
808	1	Small
809	1	Small
810	1	Small
813	1	Large
814	2	UFAS
817	1	Large
818	1	Large
821	1	Small
822	1	Small

Unit Type	# of Units
Small	55
Large	35
UFAS	7

Total Units 97

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

High Rise Unit Info

ISSUED: December 5, 2016
R3A PROJECT # 15074B

G-101

A/E Unit Inspection - Site Visit
Glen Hazel Family Community (AMP 32)
Renaissance 3 Architects

Glen Hazel Family Community Proper

Address	# of Bedrooms	Unit Type
621 Johnston	3	D
623 Johnston	3	D
627 Johnston	3	D
629 Johnston	3	D
633 Johnston	3	C
635 Johnston	3	C
641 Johnston	3	D
643 Johnston	3	D
647 Johnston	2	B
649 Johnston	2	B
651 Johnston	1	B
653 Johnston	1	B
657 Johnston	3	E
659 Johnston	3	E
661 Johnston	3	E
663 Johnston	3	E
667 Johnston	4	G
669 Johnston	4	G
673 Johnston	3	E
675 Johnston	3	E
677 Johnston	3	E
679 Johnston	3	E
701 Johnston	3	C
703 Johnston	3	C
707 Johnston	3	E
709 Johnston	3	E
711 Johnston	3	E
713 Johnston	3	E
719 Johnston	4	G
721 Johnston	4	G
725 Johnston	3	E
727 Johnston	3	E
729 Johnston	3	E
731 Johnston	3	E
735 Johnston	3	C
737 Johnston	3	C
662 Johnston	1	B
664 Johnston	1	B
666 Johnston	2	B

Address	# of Bedrooms	Unit Type
668 Johnston	2	B
672 Johnston	3	C
674 Johnston	3	C
678 Johnston	4	G
680 Johnston	4	G
702 Johnston	3	E
704 Johnston	3	E
706 Johnston	3	E
708 Johnston	3	E
712 Johnston	4	G
714 Johnston	4	G
718 Johnston	3	E
720 Johnston	3	E
722 Johnston	3	E
724 Johnston	3	E
728 Johnston	3	C
730 Johnston	3	C
734 Johnston	1	A
736 Johnston	1	A
738 Johnston	3	A
740 Johnston	3	A
742 Johnston	2	A
744 Johnston	2	A
748 Johnston	1	B
750 Johnston	1	B
752 Johnston	2	B
754 Johnston	2	B
758 Johnston	3	D
760 Johnston	3	D
833 Johnston	1	B
835 Johnston	1	B
837 Johnston	2	B
839 Johnston	2	B
843 Johnston	4	G
845 Johnston	4	G
849 Johnston	4	G
851 Johnston	4	G
855 Johnston	4	G
857 Johnston	4	G
981 Roselle	2	UFAS (H)
985 Roselle	2	UFAS (H)
905 Johnston	3	UFAS (F)
909 Johnston	3	UFAS (F)
1019 Johnston	3	UFAS (F)
1021 Johnston St	3	UFAS (F)

Address	# of Bedrooms	Unit Type
2 Roselle	1	A
4 Roselle	1	A
6 Roselle	3	A
8 Roselle	3	A
10 Roselle	2	A
12 Roselle	2	A
16 Roselle	1	A
18 Roselle	1	A
20 Roselle	3	A
22 Roselle	3	A
24 Roselle	2	A
26 Roselle	2	A
30 Roselle	3	D
32 Roselle	3	D
36 Roselle	2	A
38 Roselle	2	A
40 Roselle	3	A
42 Roselle	3	A
44 Roselle	1	A
46 Roselle	1	A
960 Roselle	4	G
962 Roselle	4	G
966 Roselle	4	G
968 Roselle	4	G
972 Roselle	4	G
974 Roselle	4	G

110

Glen Hazel Family - Renova / Almeda

Address	# of Bedrooms	Unit Type
360 Renova St	2	J
362 Renova St	2	UFAS (J)
364 Renova St	2	J
333 Renova St	2	K
Renova St	2	K
Renova St	2	L
Renova St	2	L
Renova St	2	L
Renova St	2	L
Renova St	2	L
30 Almeda St	2	M
32 Almeda St	2	M
34 Almeda St	2	M

Address	# of Bedrooms	Unit Type
36 Almeda St	2	M
5409 Sunnyside St	2	M
5411 Sunnyside St	2	M
5413 Sunnyside St	2	M
5415 Sunnyside St	2	M

18

Unit Type	# of Units
A	24
B	16
C	10
D	10
E	24
UFAS (F)	4
G	20
UFAS (H)	2
J	2
UFAS (J)	1
K	2
L	5
M	8

Total Units 128

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise Unit Info

ISSUED: December 5, 2016
R3A PROJECT # 15074B

G-102

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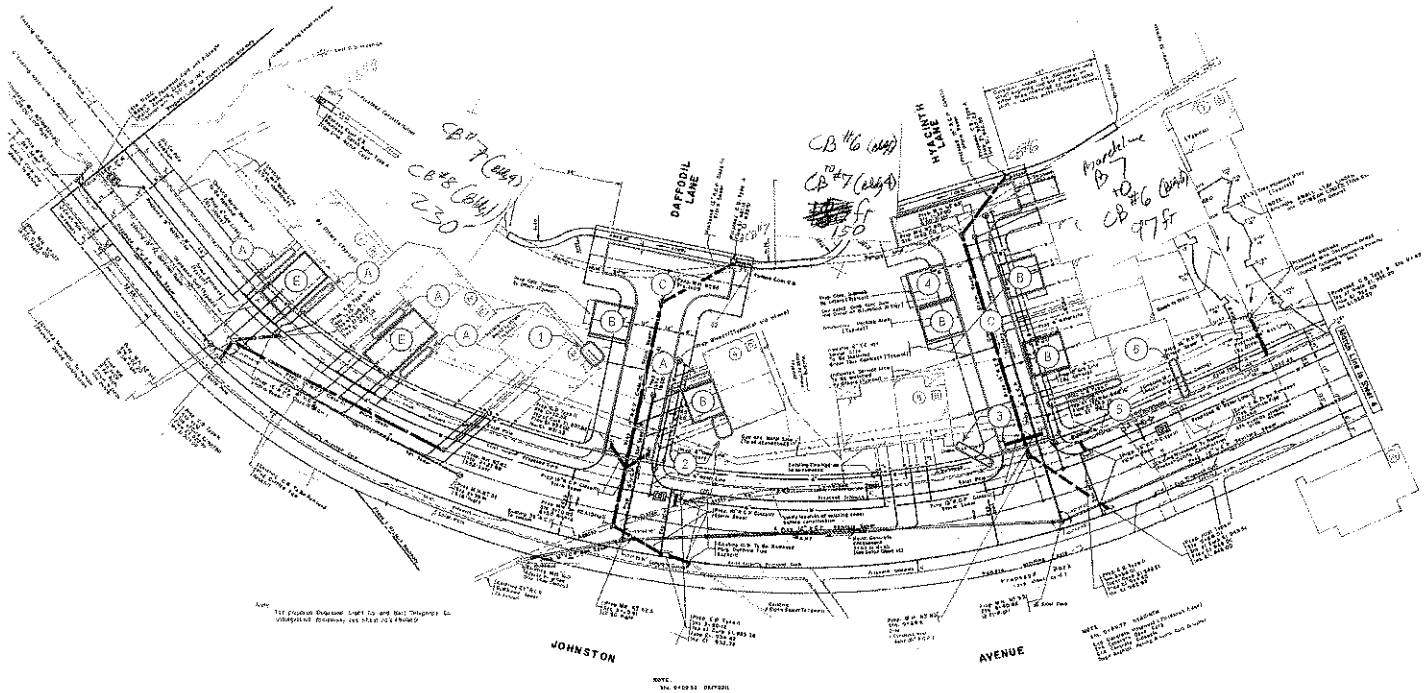

LEGEND

Typical Situations

- (A) Reset existing retaining wall block
- (B) Remove and replace failing asphalt in Typ. 20' x 24' offstreet parking area
- (C) Seal and restripe asphalt
- (D) Replace missing street light standard
- (E) Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area
- (F) Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area

Specific Instances

- (1) Repair crack in concrete slab
- (2) Remove and replace porch handrail
- (3) Remove and replace porch handrail
- (4) Seal and restripe asphalt to denote accessible parking
- (5) Remove and replace handrail along walk
- (6) Remove and replace handrail along walk

General Notes

Sandblast and repaint all metal handrails

0 60'
1" = 60'

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Schematic Design

Site Work Plan

ISSUED: DECEMBER 5, 2016

R3A PROJECT # 15074B

L-101

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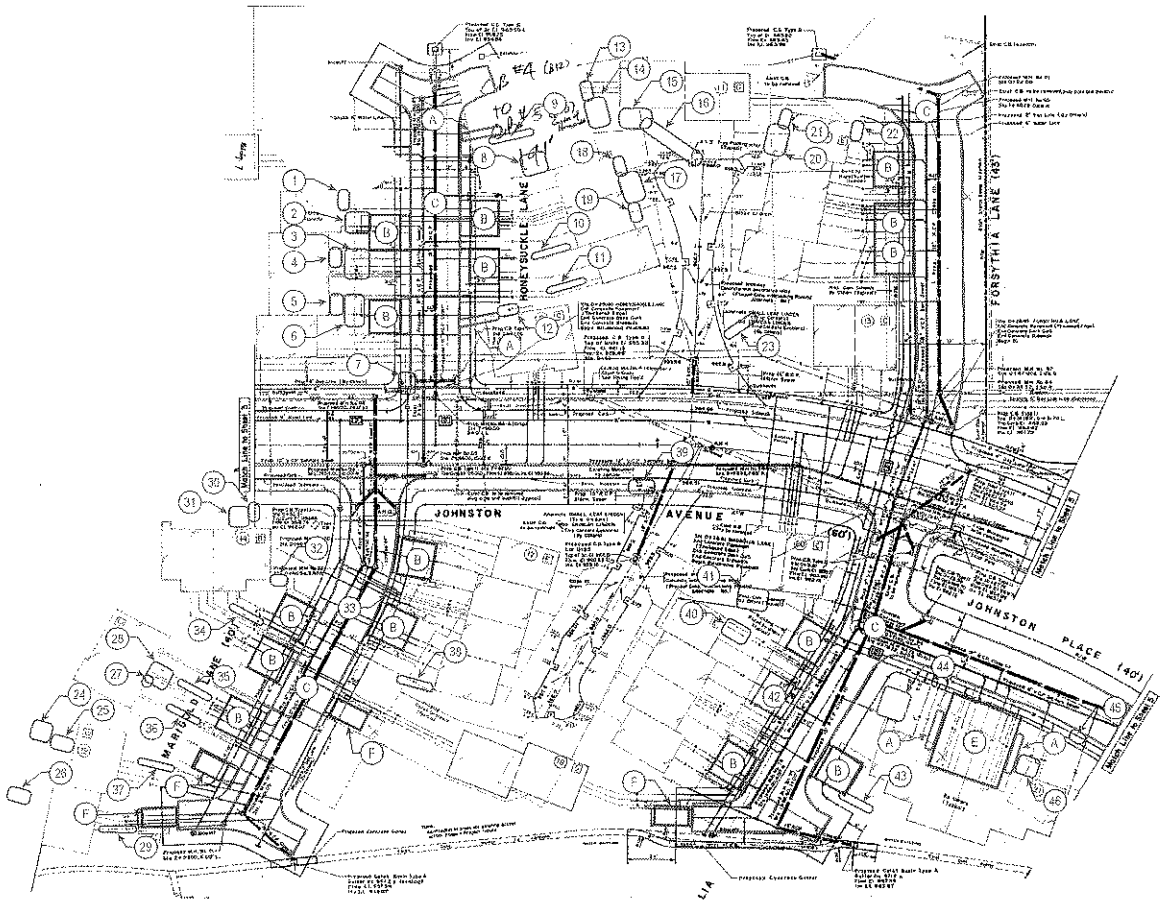

0 60'
1" = 60'

LEGEND

Typical Situations

- (A) Reset existing retaining wall block
- (B) Remove and replace failing asphalt in Typ. 20' x 24' offstreet parking area
- (C) Seal and restripe asphalt
- (D) Replace missing street light standard
- (E) Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area
- (F) Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area

General Notes

Sandblast and repaint all metal handrails

Specific instances

1. Remove and replace steps
2. Remove and replace slab
3. Remove and replace slab
4. Remove and replace steps
5. Remove and replace steps
6. Remove and replace slab
7. Reset and repair electric utility box lid
8. Remove and replace slab
9. Remove and replace handrail
10. Remove and replace handrail
11. Remove and replace wood handrail with standard metal
12. Remove and replace steps
13. Remove and replace steps
14. Remove and replace slab
15. Remove and replace sidewalk
16. Remove and replace sidewalk
17. Remove and replace slab
18. Remove and replace steps
19. Remove and replace steps
20. Remove and replace threshold slab
21. Remove and replace step
22. Remove and replace steps
23. Remove and replace handrail
24. Remove and replace steps
25. Remove and replace sidewalk
26. Remove and replace handrail — spelling?
27. Remove and replace 6" drain
28. Repair splaiing slab
29. Remove and replace wood handrail with standard metal
30. Remove and replace handrail
31. Remove and replace steps
32. Grout handrail
33. Reset and repair utility box
34. Remove and replace handrail
35. Remove and replace handrail
36. Remove and replace handrail
37. Install handrail
38. Remove and replace wood handrail with standard metal
39. Repair curb
40. Grout and level slab
41. Grout and level slab
42. Seal and restripe asphalt to denote accessible parking
43. Remove and replace handrail
44. Remove and replace wood handrail with standard metal
45. Repair curb
46. Remove and replace handrail

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Schematic Design

Site Work Plan

ISSUED: DECEMBER 5, 2016

R3A PROJECT # 15074B

L-102

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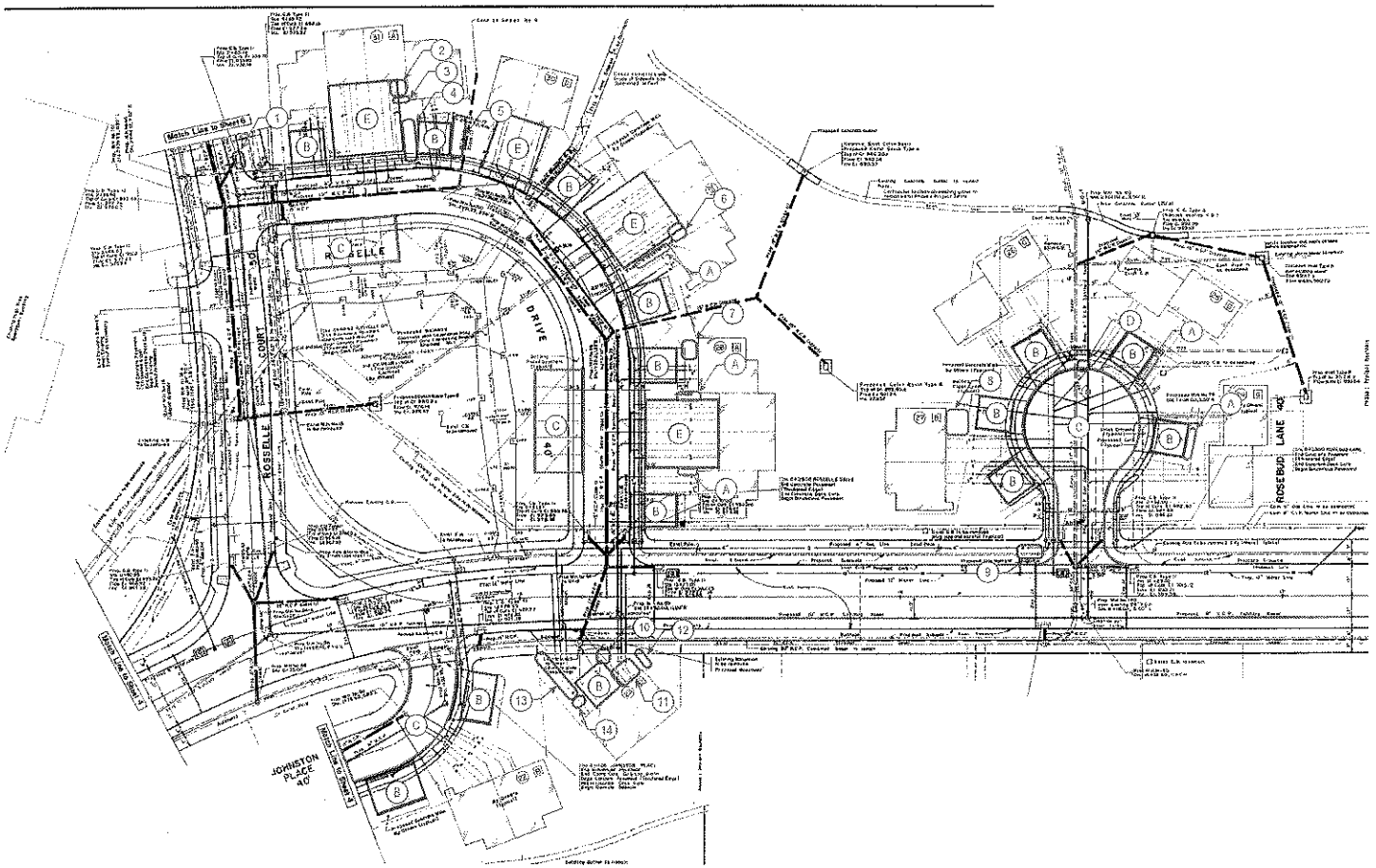

0 60'
1" = 60'

LEGEND

Typical Situations

- (A) Reset existing retaining wall block
- (B) Remove and replace failing asphalt in Typ. 20' x 24' offstreet parking area
- (C) Seal and restripe asphalt
- (D) Replace missing street light standard
- (E) Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area
- (F) Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area

Specific Instances

- (1) Repair curb and inlet
- (2) Remove and replace porch handrail
- (3) Remove and replace sidewalk
- (4) Remove and replace steps
- (5) Remove and replace sidewalk
- (6) Remove and replace porch handrail
- (7) Remove and replace sidewalk from Top of stair to threshold
- (8) Remove and replace porch handrail
- (9) Repair curb
- (10) Remove and replace missing sidewalk
- (11) Remove and replace sidewalk from Top of stair to threshold
- (12) Remove and replace handrail
- (13) Remove and replace sidewalk
- (14) Remove and replace steps

General Notes

Sandblast and repaint all metal handrails

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Schematic Design

Site Work Plan

ISSUED: DECEMBER 5, 2016
R3A PROJECT # 15074B

L-103

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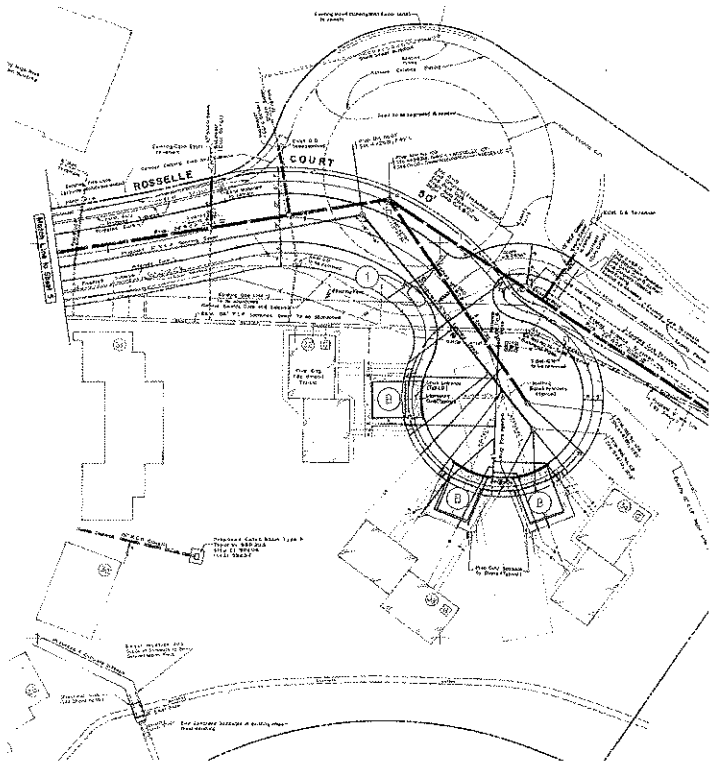
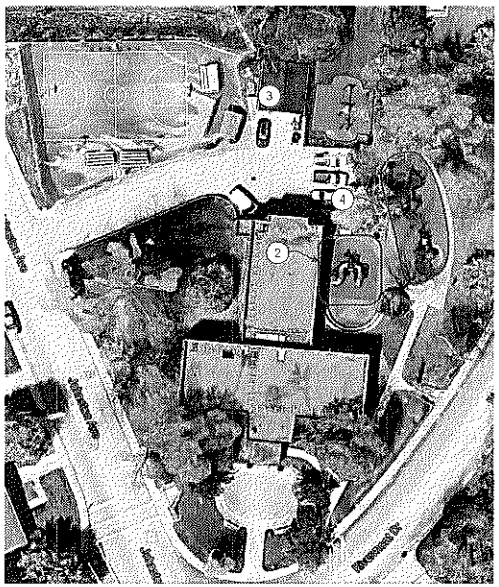


0 60'
1" = 60'



Community Center

0 NA'
NTS

LEGEND

Typical Situations

- (A) Reset existing retaining wall block
- (B) Remove and replace failing asphalt in Typ. 20' x 24' offstreet parking area
- (C) Seal and restripe asphalt
- (D) Replace missing street light standard
- (E) Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area
- (F) Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area

no comma

Specific Instances

- (1) Repair curb
- (2) Remove and replace play surface (36'X36') match fall attenuation to play equipment requirements
- (3) Remove and replace play surface (36'X40') match fall attenuation to play equipment requirements
- (4) Remove and replace play surface (84'X46') match fall attenuation to play equipment requirements

General Notes

Sandblast and repaint all metal handrails

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Pittsburgh, PA 15207

Schematic Design

Site Work Plan

ISSUED: DECEMBER 5, 2016
R3A PROJECT # 15074B

L-104

Sheet	Key #	Note	Quantity			Area	Instances	Sub Total	Units
	Typical Situations								
L-101	A	Reset existing retaining wall block				na	4	4	ea.
L-101	B	Remove and replace failing asphalt in Typ. 20' x 24' offstreet parking area	20	x	24	480	5	2400	Sq. FT.
L-101	C	Seal and restripe asphalt				na	2	2	ea.
L-101	D	Replace missing street light standard				ea.	0	0	ea.
L-101	E	Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area	40	x	40	1600	2	3200	Sq. FT.
L-101	F	Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area	10	x	20	200	0	0	Sq. FT.
	Specific Instances								
L-101	1	Repair crack in concrete slab	10			10		10	Linear Ft.
L-101	2	Remove and replace porch handrail	11			11		11	Linear Ft.
L-101	3	Remove and replace porch handrail	8			8		8	Linear Ft.
L-101	4	Seal and restripe asphalt to denote accessible parking							
L-101	5	Remove and replace handrail along walk	18			18		18	Linear Ft.
L-101	6	Remove and replace handrail along walk	8			8		8	Linear Ft.
	General Notes								
		Sandblast and repaint all metal handrails							

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Pittsburgh, PA 15207

Schematic Design

Site Work Quantities

ISSUED: DECEMBER 5, 2016

R3A PROJECT # 15074B

L-201

Sheet	Key #	Note	Quantity			Area	Instances	Sub Total	Units
	Typical Situations								
L-102	A	Reset existing retaining wall block				na	4		
L-102	B	Remove and replace failing asphalt in Typ. 20' x 24'offstreet parking area	20	x	24	480	15	7200	Sq. FT.
L-102	C	Seal and restripe asphalt				na	4		
L-102	D	Replace missing street light standard				ea.	0	0	ea.
L-102	E	Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area	40	x	40	1600	1	1600	Sq. FT.
L-102	F	Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area	10	x	20	200	4	800	Sq. FT.
	Specific Instances								
L-102	1	Remove and replace steps	2			2		2	risers
L-102	2	Remove and replace slab	17	x	10	170		170	Sq. FT.
L-102	3	Remove and replace slab	8	x	10	80		80	Sq. FT.
L-102	4	Remove and replace steps	2			2		2	risers
L-102	5	Remove and replace steps	2			2		2	risers
L-102	6	Remove and replace slab	17	x	16	272		272	Sq. FT.
L-102	7	Reset and repair electric utility box lid	1			1		1	ea.
L-102	8	Remove and replace slab	7	x	12	84		84	Sq. FT.
L-102	9	Remove and replace handrail	20			20		20	Linear Ft.
L-102	10	Remove and replace handrail	12			12		12	Linear Ft.
L-102	11	Remove and replace wood handrail with standard metal	12			12		12	Linear Ft.
L-102	12	Remove and replace steps	2			2		2	risers
L-102	13	Remove and replace steps	2			2		2	risers
L-102	14	Remove and replace slab	11	x	6	66		66	Sq. FT.
L-102	15	Remove and replace sidewalk	45	x	4	180		180	Sq. FT.
L-102	16	Remove and replace sidewalk	12	x	4	48		48	Sq. FT.
L-102	17	Remove and replace slab	17	x	6	102		102	Sq. FT.
L-102	18	Remove and replace steps	2			2		2	risers
L-102	19	Remove and replace steps	2			2		2	risers
L-102	20	Remove and replace threshold slab	6	x	11	66		66	Sq. FT.
L-102	21	Remove and replace step	1			1		1	risers
L-102	22	Remove and replace steps	2			2		2	risers
L-102	23	Remove and replace handrail	6			6		6	Linear Ft.
L-102	24	Remove and replace steps	4			4		4	risers
L-102	25	Remove and replace sidewalk	8	x	4	32		32	Sq. FT.
L-102	26	Remove and replace handrail	6			6		6	Linear Ft.
L-102	27	Remove and replace 6" drain				1		1	ea.
L-102	28	Repair spalling slab				1		1	ea.

Sheet	Key #	Note	Quantity			Area	Instances	Sub Total	Units
L-102	29	Remove and replace wood handrail with standard metal	18			18		18	Linear Ft.
L-102	30	Remove and replace handrail	3			3		3	Linear Ft.
L-102	31	Remove and replace steps	2			2		2	risers
L-102	32	grout handrail spelling?				1		1	ea.
L-102	33	Reset and repair utility box				1		1	ea.
L-102	34	Remove and replace handrail	10			10		10	Linear Ft.
L-102	35	Remove and replace handrail	16			16		16	Linear Ft.
L-102	36	Remove and replace handrail	14			14		14	Linear Ft.
L-102	37	Install handrail	10			10		10	Linear Ft.
L-102	38	Remove and replace wood handrail with standard metal	8			8		8	Linear Ft.
L-102	39	Repair curb	2			2		2	Linear Ft.
L-102	40	Grout and level slab	6	x	3	18		18	Sq. FT.
L-102	41	Grout and level slab	5	x	3	15		15	Sq. FT.
L-102	42	Seal and restripe asphalt denote accessible parking	20	x	24	480		480	Sq. FT.
L-102	43	Remove and replace handrail	10			10		10	Linear Ft.
L-102	44	Remove and replace wood handrail with standard metal	16			16		16	Linear Ft.
L-102	45	Repair curb	4			4		4	Linear Ft.
L-102	46	Remove and replace handrail	10			10		10	Linear Ft.
	General Notes								
		Sandblast and repaint all metal handrails							

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Site Work Quantities

ISSUED: DECEMBER 5, 2016

R3A PROJECT # 15074B

L-202

Sheet	Key #	Note	Quantity			Area	Instances	Sub Total	Units
	Typical Situations								
L-103	A	Reset existing retaining wall block				na	5		
L-103	B	Remove and replace failing asphalt in Typ. 20' x 24'offstreet parking area	20	x	24	480	14	6720	Sq. FT.
L-103	C	Seal and restripe asphalt				na	4		
L-103	D	Replace missing street light standard				ea.	1	1	ea.
L-103	E	Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area	40	x	40	1600	4	6400	Sq. FT.
L-103	F	Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area	10	x	20	200	0	0	Sq. FT.
	Specific Instances								
L-103	1	Repair curb and inlet	1			1		1	Linear Ft.
L-103	2	Remove and replace porch handrail	8			8		8	Linear Ft.
L-103	3	Remove and replace sidewalk	20	x	4	80		80	Sq. FT.
L-103	4	Remove and replace steps	6			6		6	risers
L-103	5	Remove and replace sidewalk	8	x	4	32		32	Sq. FT.
L-103	6	Remove and replace porch handrail	8			8		8	Linear Ft.
L-103	7	Remove and replace sidewalk from Top of stair to threshold	8	x	8	64		64	Sq. FT.
L-103	8	Remove and replace porch handrail	8			8		8	Linear Ft.
L-103	9	Repair curb	4			4		4	Linear Ft.
L-103	10	Remove and replace missing sidewalk	5	x	12	60		60	Sq. FT.
L-103	11	Remove and replace sidewalk from Top of stair to threshold	8	x	4	32		32	Sq. FT.
L-103	12	Remove and replace handrail	8			8		8	Linear Ft.
L-103	13	Remove and replace sidewalk	10	x	4	40		40	Sq. FT.
L-103	14	Remove and replace steps	4			4		4	risers
	General Notes								
		Sandblast and repaint all metal handrails							

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Task Order Contract No.
33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Site Work Quantities

ISSUED: DECEMBER 5, 2016

R3A PROJECT # 15074B

L-203

Sheet	Key #	Note	Quantity			Area	Instances	Sub Total	Units
	Typical Situations								
L-104	A	Reset existing retaining wall block				na	0		
L-104	B	Remove and replace failing asphalt in Typ. 20' x 24' offstreet parking area	20	x	24	480	3	1440	Sq. FT.
L-104	C	Seal and restripe asphalt				na	0		
	D	Replace missing street light standard				ea.	0	0	ea.
L-104	E	Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area	40	x	40	1600	0	0	Sq. FT.
L-104	F	Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area	10	x	20	200	0	0	Sq. FT.
	Specific Instances								
L-104	1	Repair curb	2			2		2	Linear Ft.
L-104	2	Remove and replace play surface - match fall attenuation to play equipment requirements.	36	x	36	1296		1296	Sq. FT.
L-104	3	Remove and replace play surface - match fall attenuation to play equipment requirements.	36	x	40	1440		1440	Sq. FT.
L-104	4	Remove and replace play surface - match fall attenuation to play equipment requirements.	84	x	46	3864		3864	Sq. FT.
	General Notes								
		Sandblast and repaint all metal handrails							

Community Center
Replace playground surface in three play areas: 36' x 36', 36' x 40', 84' x 46'

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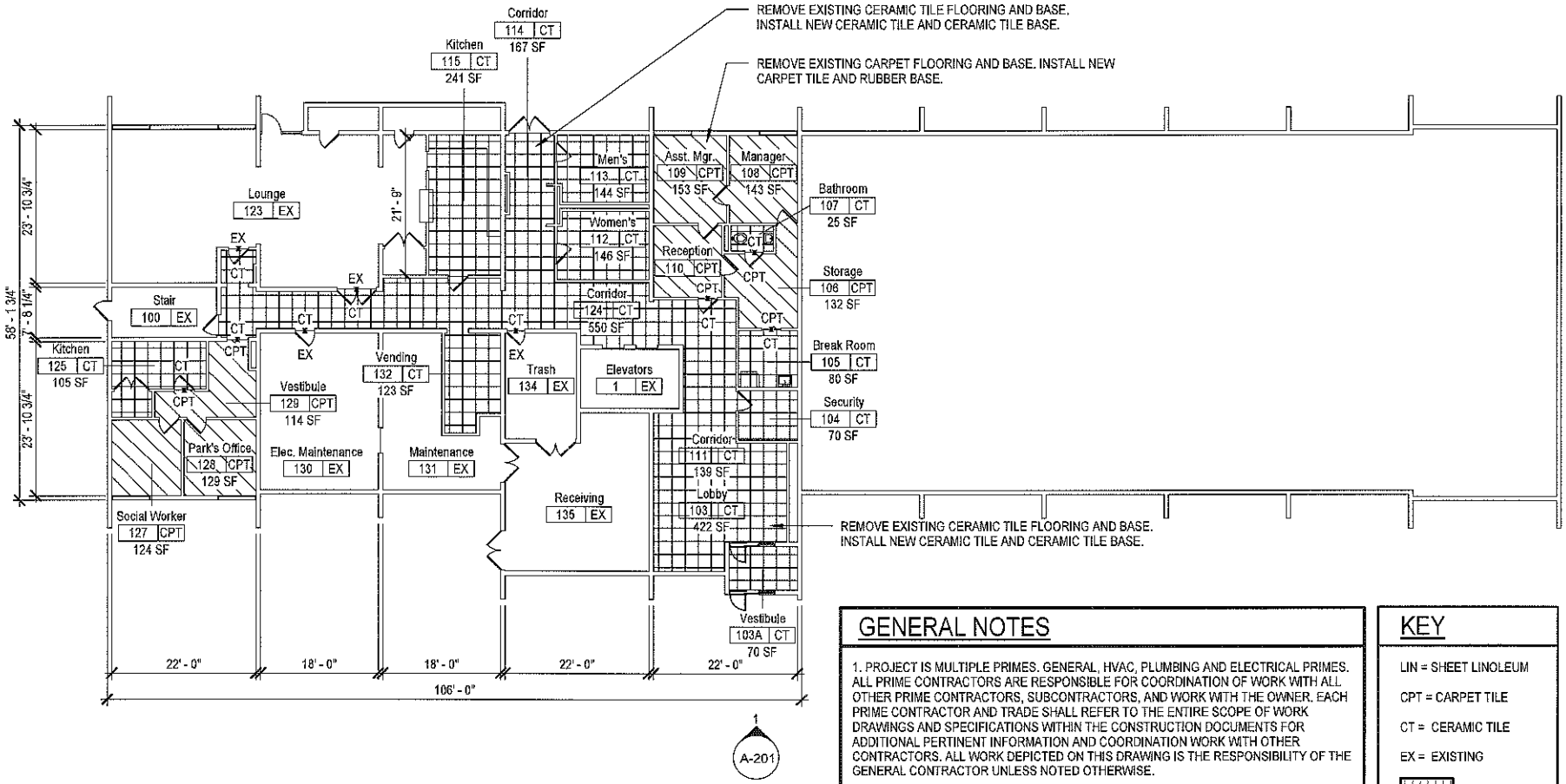
Pittsburgh, PA 15207

Schematic Design

Site Work Quantities

ISSUED: DECEMBER 5, 2016
R3A PROJECT # 15074B

L-204



1 First Floor Plan 6388 NSF
1/16" = 1'-0"

1/16" = 1'-0"

0 16 32 48 64

GENERAL NOTES

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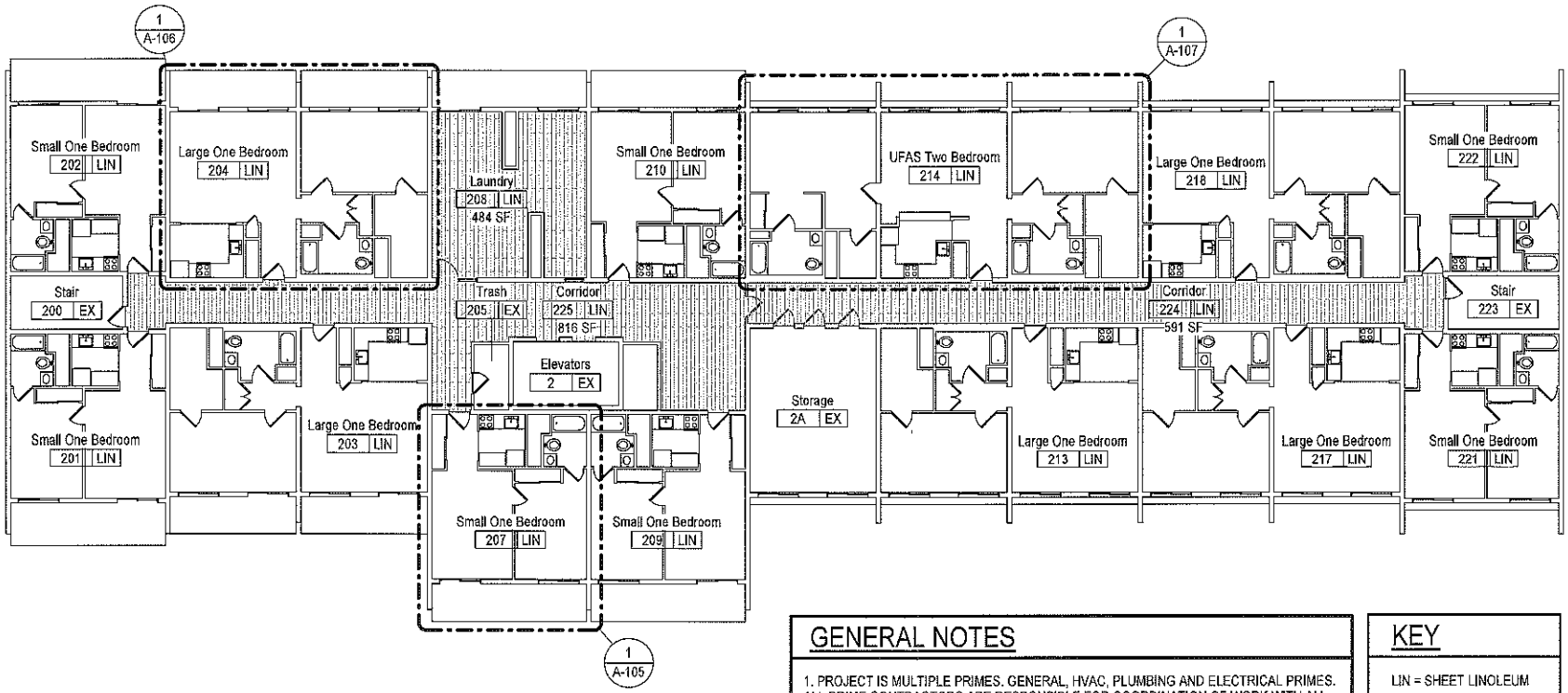
Schematic Design

High Rise - First Floor Plan

ISSUED: December 6, 2016

R3A PROJECT # 15074B

A-101



1 Second Floor Plan 12,775 NSF
1/16" = 1'-0"

1/16" = 1'-0"

0 16 32 48 64

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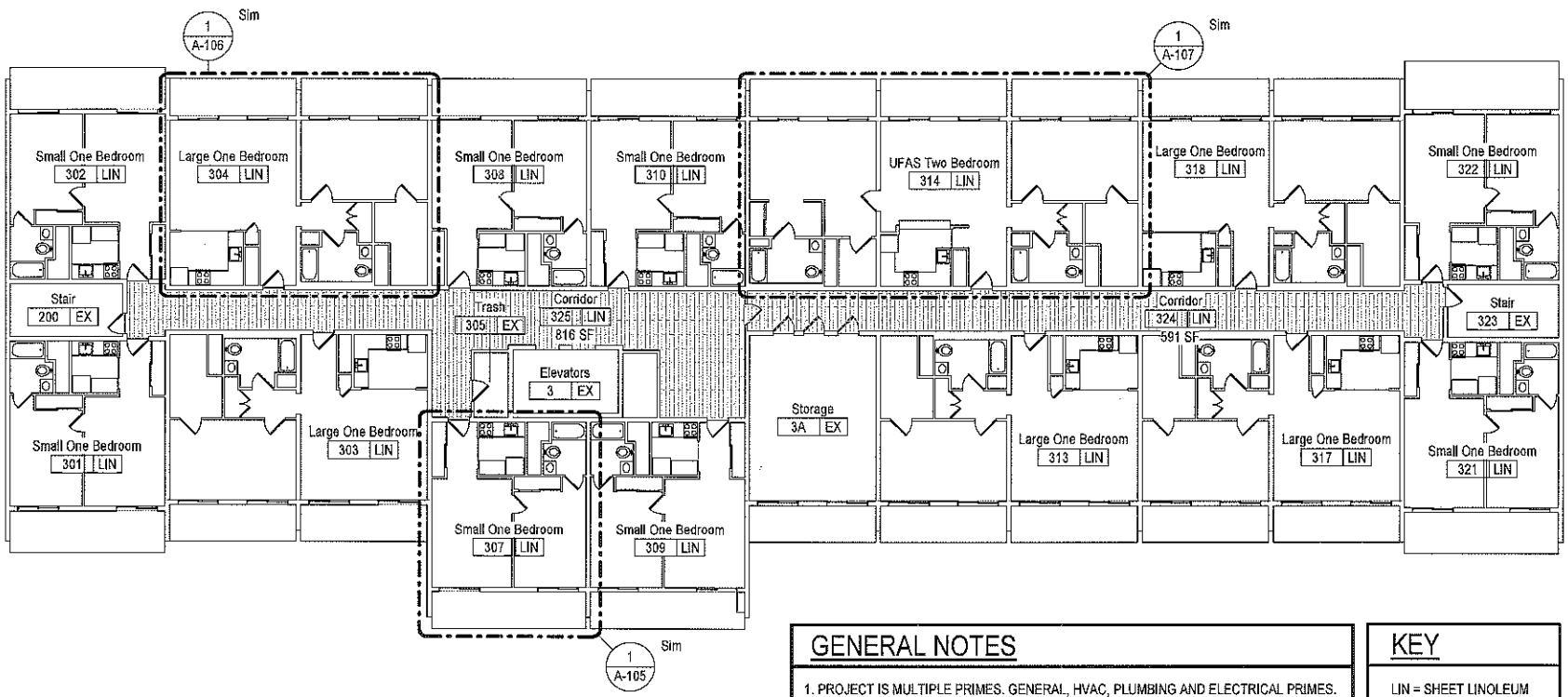
Schematic Design

High Rise - Second Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-102



1 Third - Seventh Floor Plan 12,775 NSF/FLOOR
1/16" = 1'-0"

1/16" = 1'-0"

0 16 32 48 64

GENERAL NOTES

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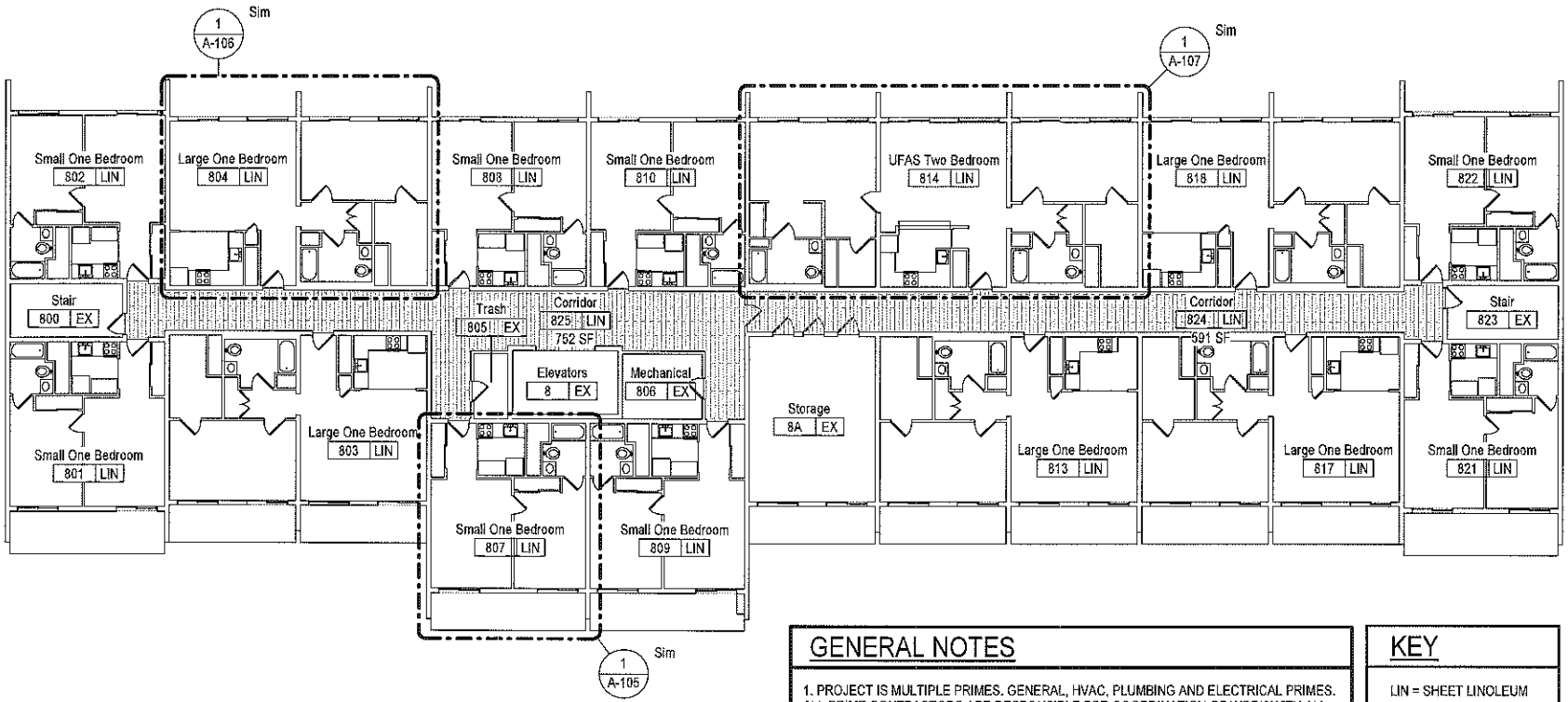
Schematic Design

High Rise - Third - Seventh Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-103



1
A-201

1 Eighth Floor Plan 12,775 NSF
1/16" = 1'-0"

1/16" = 1'-0"

0 16 32 48 64

GENERAL NOTES

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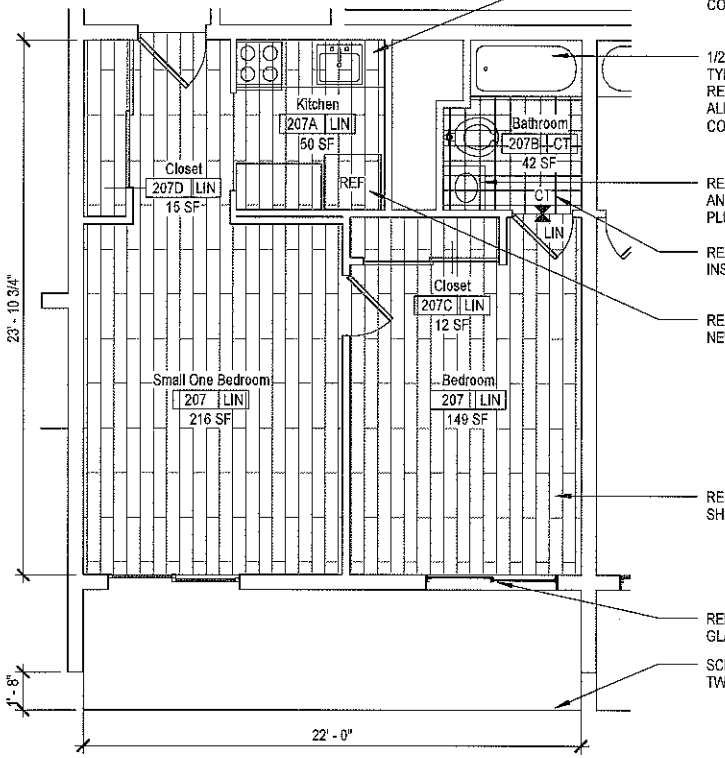
Schematic Design

High Rise - Eighth Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-104



REMOVE EXISTING 8.5 LF OF COUNTERTOPS AND BASE CABINETS AND 13 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS.

1/2" TYPE "C" DRYWALL FLOOR TO MINIMUM 6" BELOW CEILING, TYPICAL AROUND BATHTUB. PROVIDE BLOCKING AND OTHER REINFORCING AS REQUIRED FOR GRAB BARS. COMPLY WITH ALL APPLICABLE CODES. COORDINATE WITH PLUMBING PRIME CONTRACTORS.

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS.

REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE.

REMOVE EXISTING REFRIGERATOR/FREEZER AND INSTALL NEW.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW.

SCRAPE DOWN TO BARE METAL. PREPARE, PRIME AND PAINT TWO COATS ON EXISTING BALCONY GUARDRAIL.

1 Small One Bedroom Enlarged Plan 490 NSF
3/16" = 1'-0"

3/16" = 1'-0"

0 6 12 18 24

GENERAL NOTES

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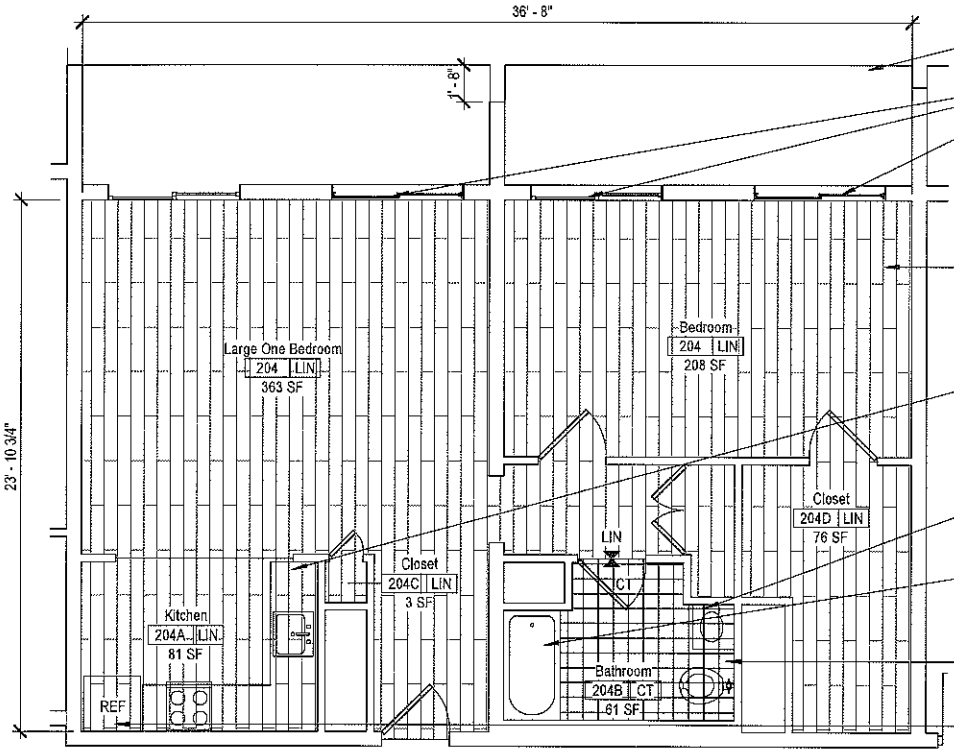
Schematic Design

High Rise - Small One Bedroom Enlarged Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-105



SCRAPE DOWN TO BARE METAL, PREPARE, PRIME AND PAINT TWO COATS ON EXISTING BALCONY GUARDRAIL.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE.

REMOVE EXISTING 9 LF OF COUNTERTOPS AND BASE CABINETS AND 13.5 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS.

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REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE.

REMOVE EXISTING REFRIGERATOR/FREEZER AND INSTALL NEW.

1 Large One Bedroom Enlarged Plan 810 NSF
3/16" = 1'-0"

3/16" = 1'-0"

0 6 12 18 24

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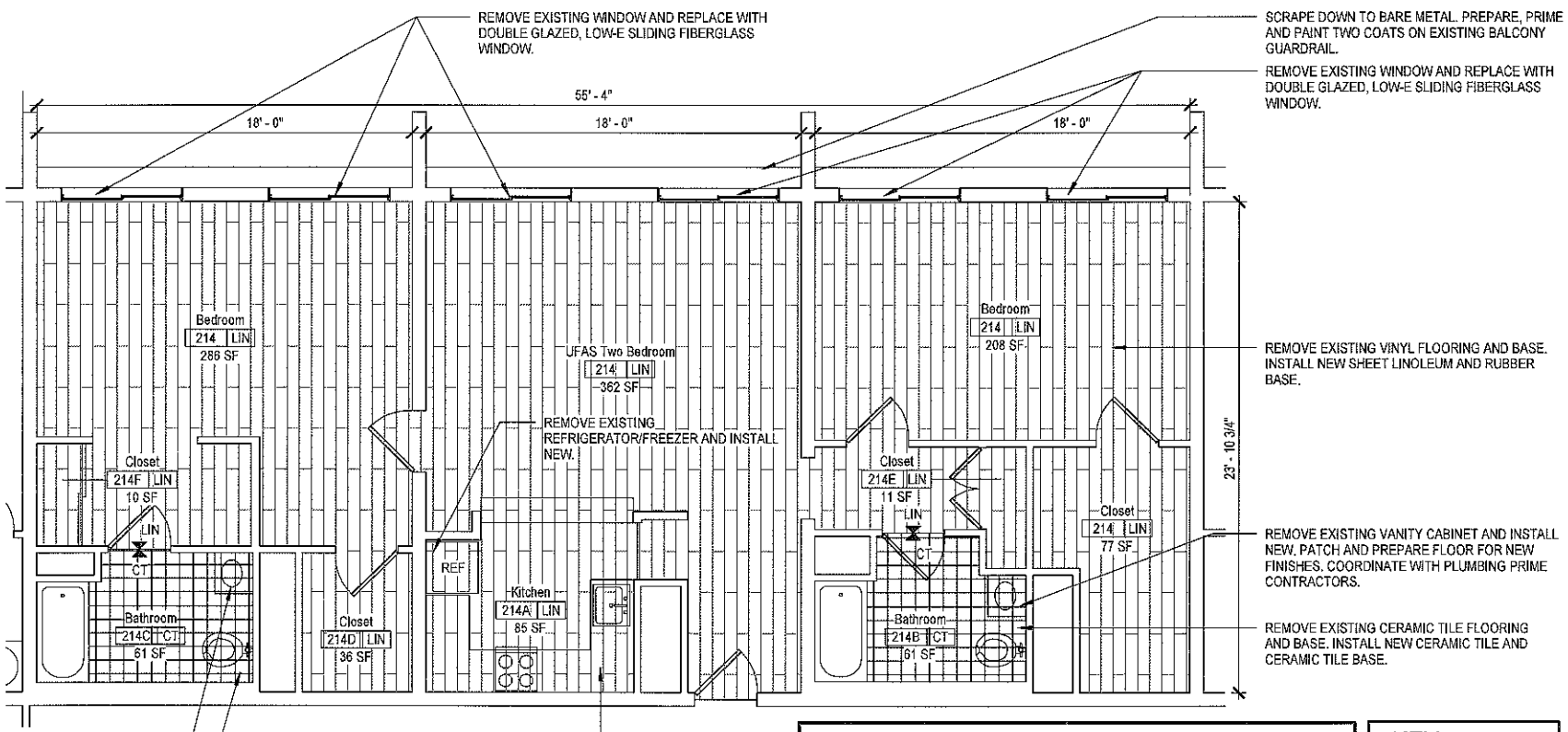
Schematic Design

High Rise - Large One Bedroom Enlarged Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-106



1 UFAS Two Bedroom Enlarged Plan 1209 NSF
3/16" = 1'-0"

3/16" = 1'-0"

0 6 12 18 24

GENERAL NOTES

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH PRIME CONTRACTOR AND TRADE SHALL REFER TO THE ENTIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT INFORMATION AND COORDINATION WORK WITH OTHER CONTRACTORS. ALL WORK DEPICTED ON THIS DRAWING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.

2. THE SCOPE OF WORK DOES NOT CONTAIN ANY REMOVAL OF ASBESTOS CONTAINING MATERIALS. IF MATERIALS BECOME FRIABLE DURING DEMOLITION AND CONSTRUCTION NOTIFY HACP'S REPRESENTATIVE AND ARCHITECT.

3. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATS PAINT TO ALL EXPOSED WALL AND CEILING SURFACES.

4. EXISTING WALL BASE TO BE REMOVED. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATES PAINT TO ALL EXPOSED WALL SURFACES. PROVIDE NEW WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.

KEY

LIN = SHEET LINOLEUM

CPT = CARPET TILE

CT = CERAMIC TILE

EX = EXISTING

LIN

CPT

CT

Renaissance 3 Architects, P.C.
48 South 14th Street
Pittsburgh, PA 15203
Phone: 412-431-2480
Fax: 412-431-2670
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CONSULTANT:

Allies & Ross Management and Development Corporation

Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

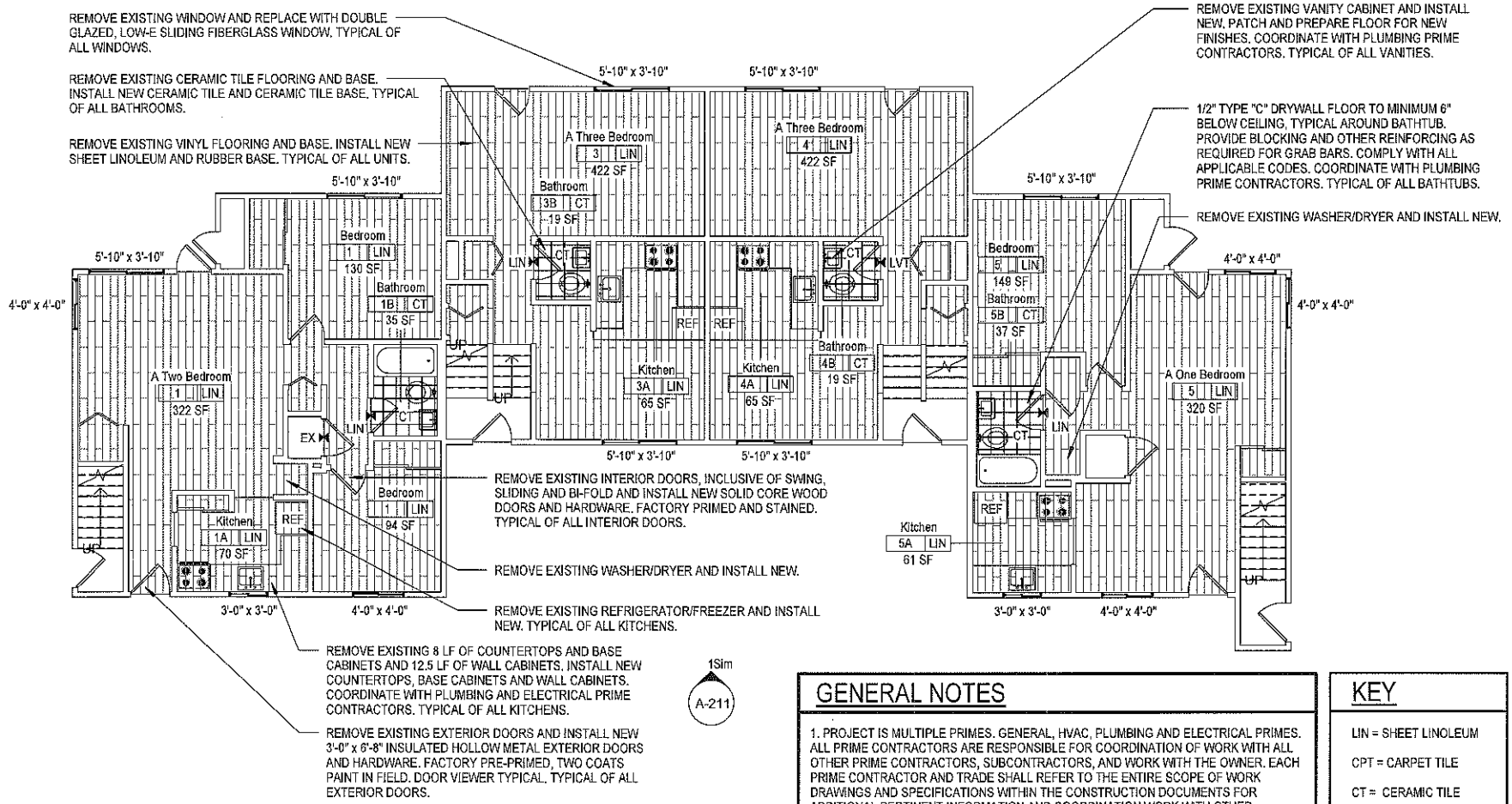
Schematic Design

High Rise - UFAS Two Bedroom Enlarged Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-107



UNIT A1 TWO BED = 715 NSF
UNIT A3 THREE BED = 1106 NSF
UNIT A4 THREE BED = 1106 NSF
UNIT A5 ONE BED = 611 NSF

1 First Floor Plan
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

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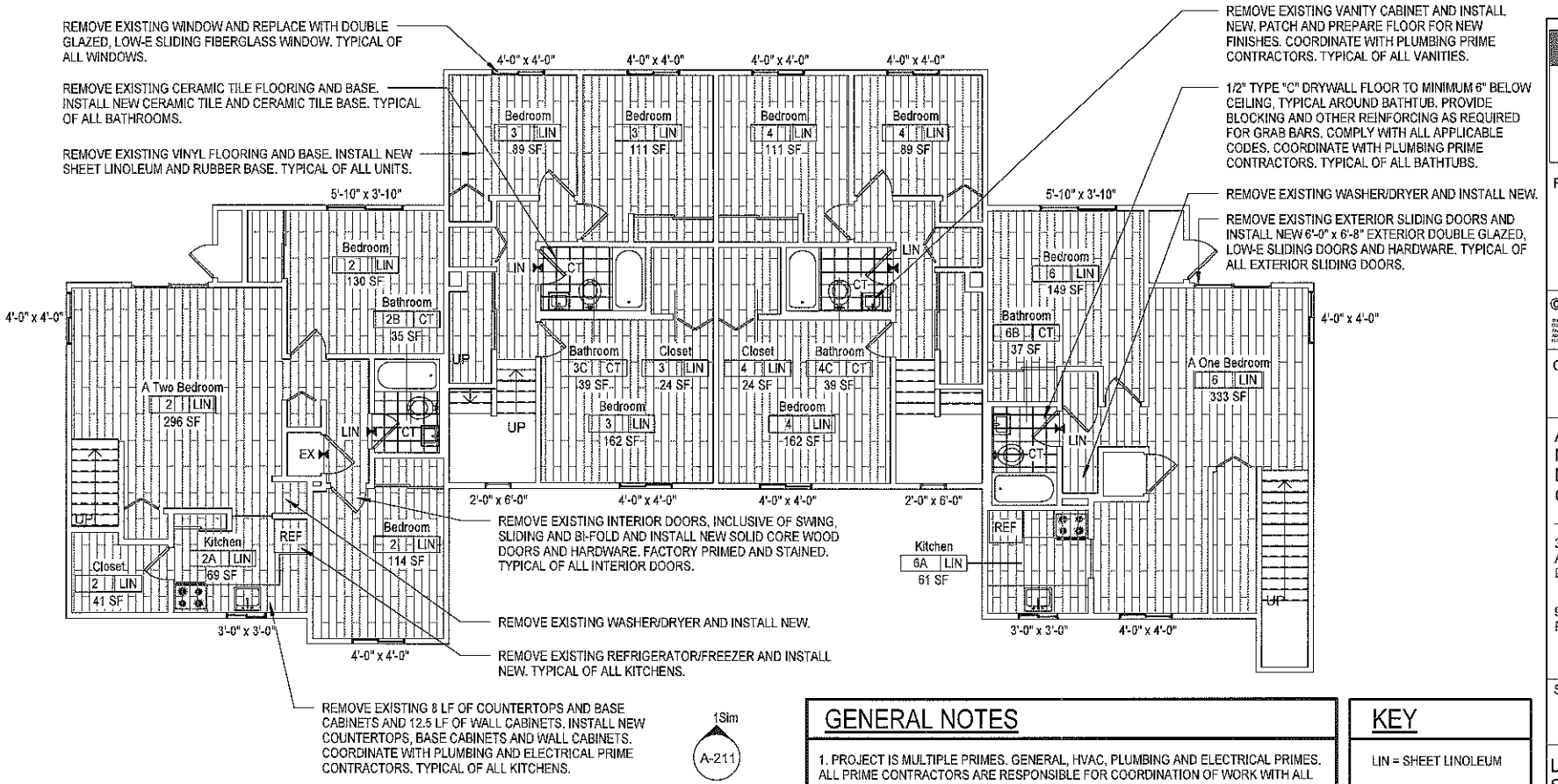
945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type A
First Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-111



UNIT A2 TWO BED = 745 NSF
UNIT A3 THREE BED = 1106 NSF
UNIT A4 THREE BED = 1106 NSF
UNIT A6 ONE BED = 598 NSF

1 Second Floor Plan
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

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945 Roselle Ct
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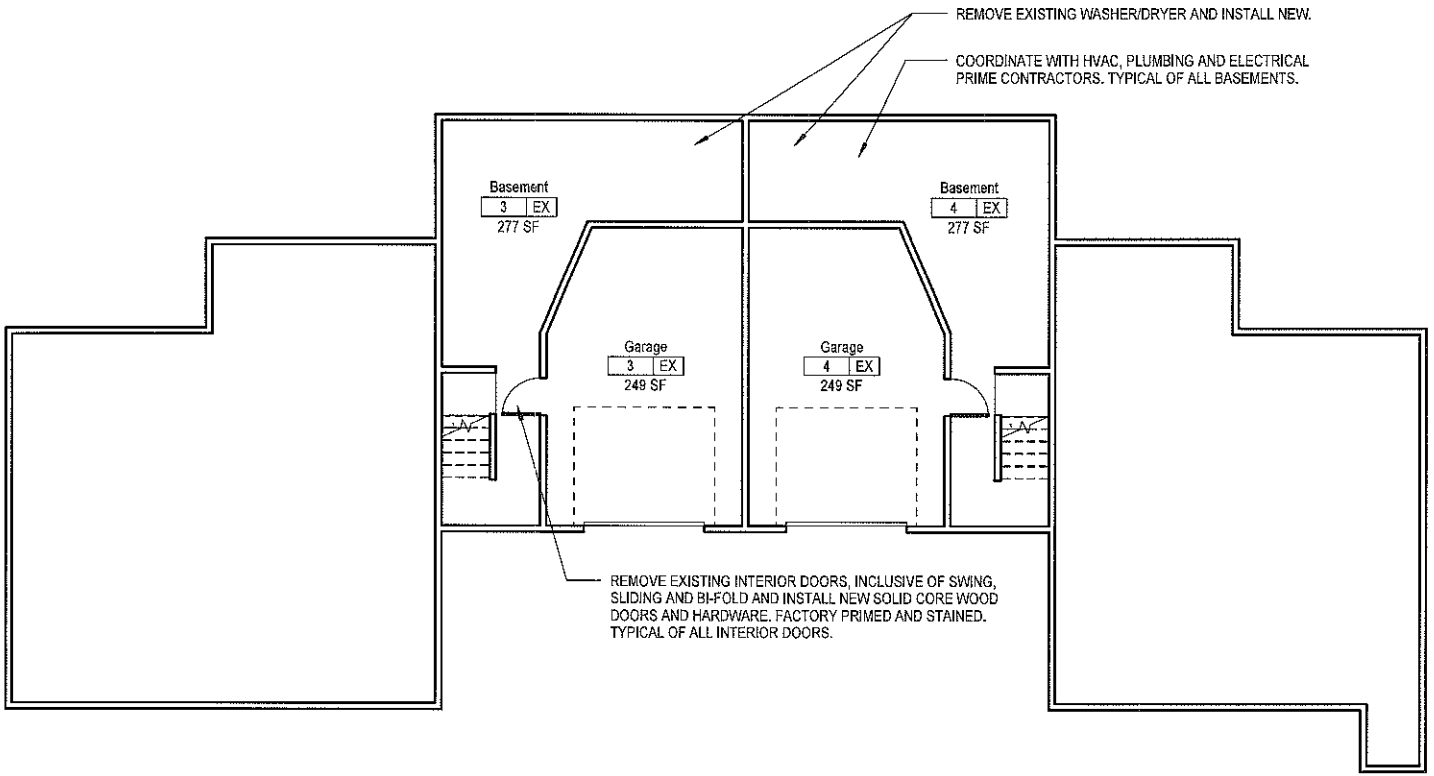
Schematic Design

Low Rise - Type A Second Floor Plan

ISSUED: December 6, 2016

R3A PROJECT # 15074B

A-112



1Sim
A-211

1 Basement
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

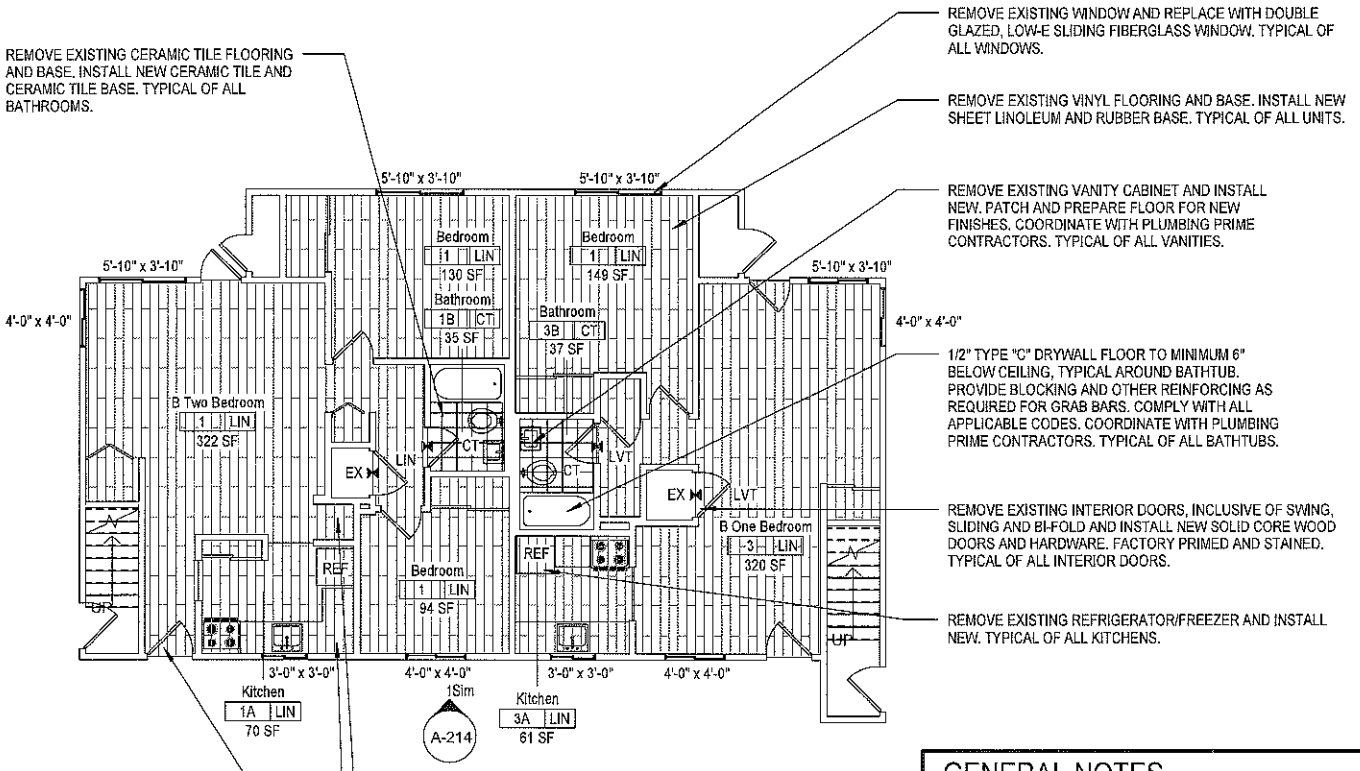
Schematic Design

Low Rise - Type A Basement Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-113



1 First Floor Plan
1/8" = 1'-0"

UNIT B1 TWO BED = 715 NSF
UNIT B3 ONE BED = 611 NSF

1/8" = 1'-0"

0 8 16 24 32

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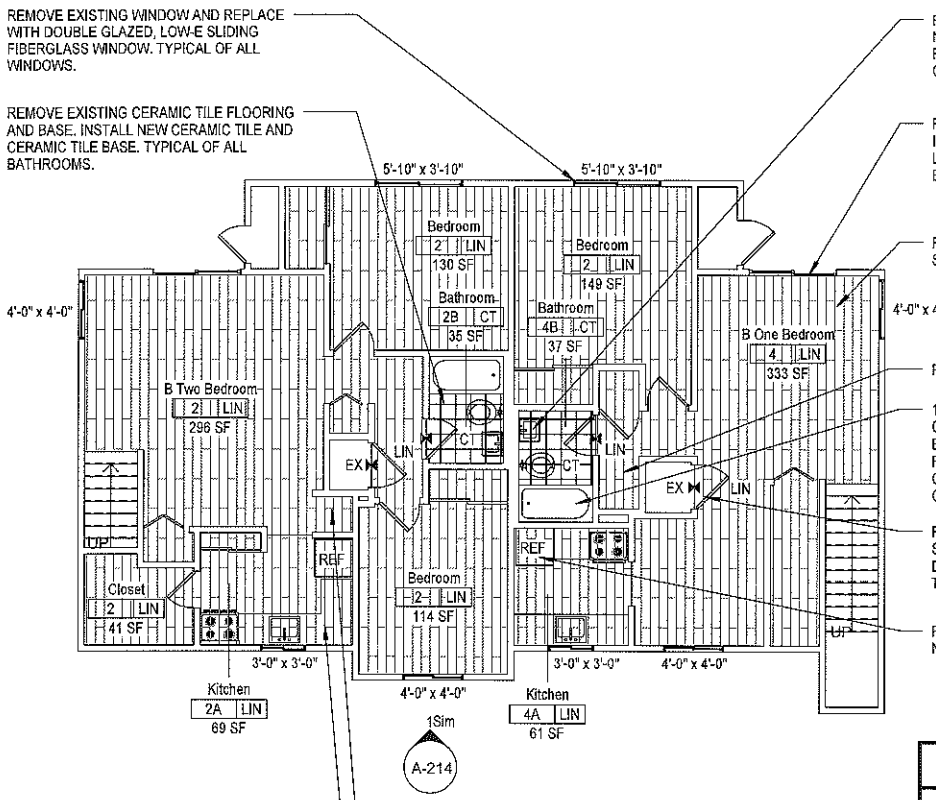
Schematic Design

Low Rise - Type B
First Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-114



1 Second Floor Plan
1/8" = 1'-0"

UNIT B2 TWO BED = 745 NSF
UNIT B4 ONE BED = 598 NSF

1/8" = 1'-0"

0 8 16 24 32

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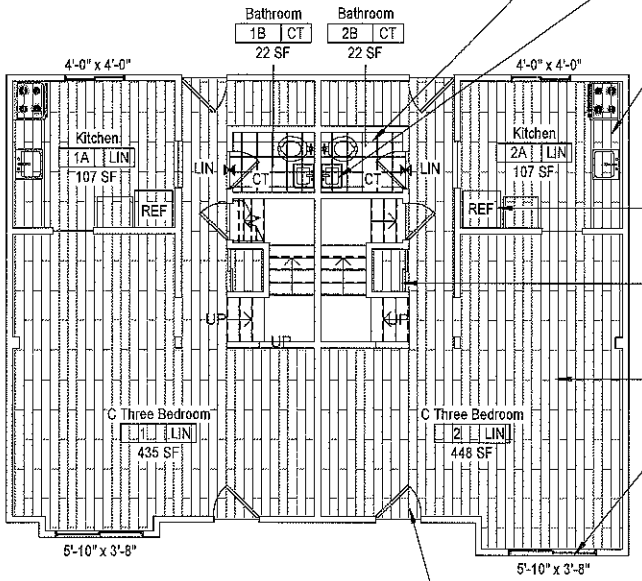
Schematic Design

Low Rise - Type B
Second Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-115



REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE. TYPICAL OF ALL BATHROOMS.

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES.

REMOVE EXISTING 10 LF OF COUNTERTOPS AND BASE CABINETS AND 14.5 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING REFRIGERATOR/FREEZER AND INSTALL NEW. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1Sim
A-216

1 First Floor Plan
1/8" = 1'-0"

UNIT C1 THREE BED = 1118 NSF
UNIT C2 THREE BED = 1131 NSF

1/8" = 1'-0"

0 8 16 24 32

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
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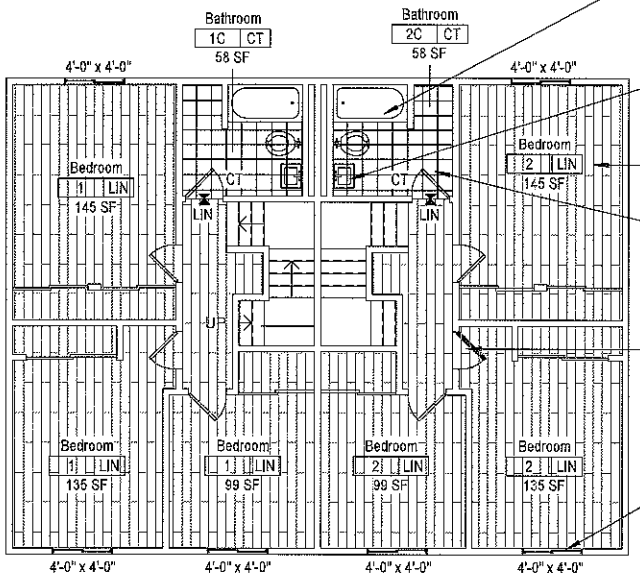
Schematic Design

Low Rise - Type C
First Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-116



1/2" TYPE "C" DRYWALL FLOOR TO MINIMUM 6" BELOW CEILING, TYPICAL AROUND BATHTUB. PROVIDE BLOCKING AND OTHER REINFORCING AS REQUIRED FOR GRAB BARS. COMPLY WITH ALL APPLICABLE CODES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL BATHTUBS.

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE. TYPICAL OF ALL BATHROOMS.

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

1Sim
A-216

1 Second Floor Plan
1/8" = 1'-0"

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UNIT C2 THREE BED = 1131 NSF

1/8" = 1'-0"

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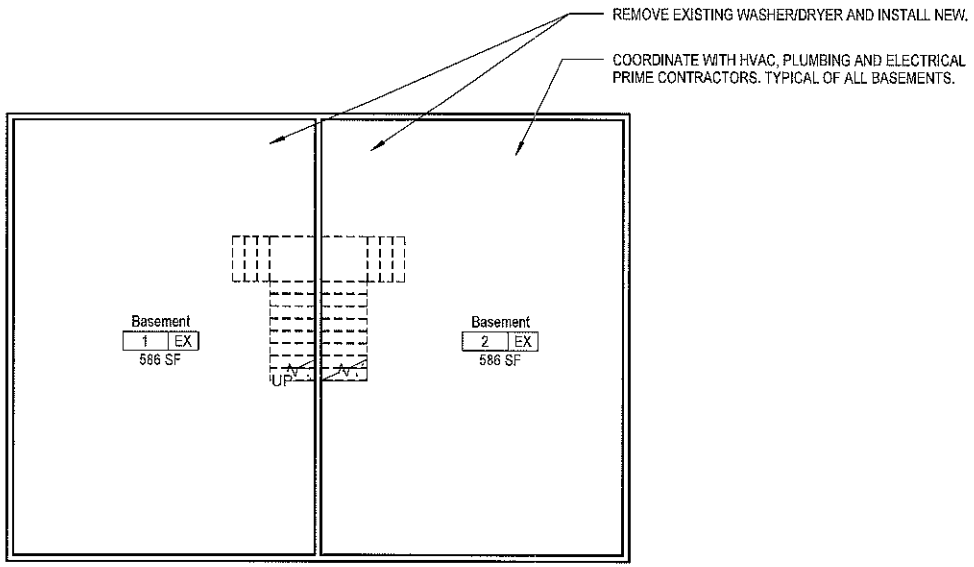
Schematic Design

Low Rise - Type C
Second Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-117



1Sim
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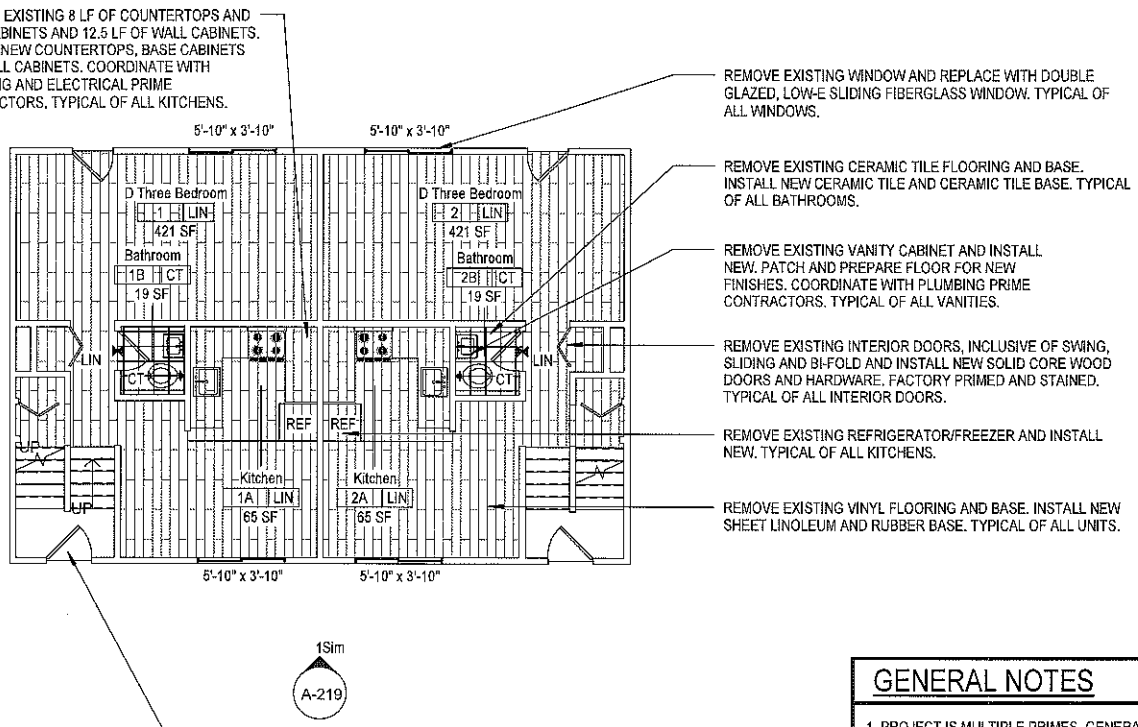
Schematic Design

Low Rise - Type C Basement Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-118



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1/8" = 1'-0"

UNIT D1 THREE BED = 1106 NSF
UNIT D2 THREE BED = 1106 NSF

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH PRIME CONTRACTOR AND TRADE SHALL REFER TO THE ENTIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT INFORMATION AND COORDINATION WORK WITH OTHER CONTRACTORS. ALL WORK DEPICTED ON THIS DRAWING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.

2. THE SCOPE OF WORK DOES NOT CONTAIN ANY REMOVAL OF ASBESTOS CONTAINING MATERIALS. IF MATERIALS BECOME FRIABLE DURING DEMOLITION AND CONSTRUCTION NOTIFY HACP'S REPRESENTATIVE AND ARCHITECT.

3. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATS PAINT TO ALL EXPOSED WALL AND CEILING SURFACES.

4. EXISTING WALL BASE TO BE REMOVED. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATES PAINT TO ALL EXPOSED WALL SURFACES. PROVIDE NEW WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.

KEY

LIN = SHEET LINOLEUM

CPT = CARPET TILE

CT = CERAMIC TILE

EX = EXISTING

LIN

CPT

CT

Renaissance 3 Architects, P.C.
48 South 14th Street
Pittsburgh, PA 15203
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Fax: 412-431-2670
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CONSULTANT:

Allies & Ross Management and Development Corporation

Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

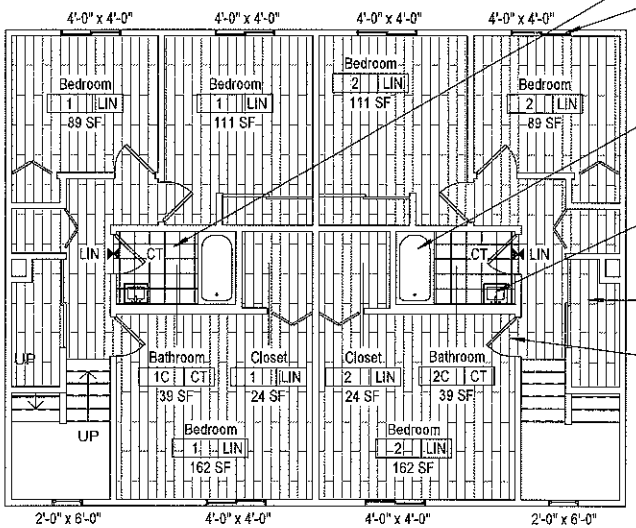
Schematic Design

Low Rise - Type D
First Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-119



REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE. TYPICAL OF ALL BATHROOMS.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

1/2" TYPE "C" DRYWALL FLOOR TO MINIMUM 6" BELOW CEILING, TYPICAL AROUND BATHTUB. PROVIDE BLOCKING AND OTHER REINFORCING AS REQUIRED FOR GRAB BARS. COMPLY WITH ALL APPLICABLE CODES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL BATHTUBS.

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

1Sim
A-219

1 Second Floor Plan
1/8" = 1'-0"

UNIT D1 THREE BED = 1106 NSF
UNIT D2 THREE BED = 1106 NSF

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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945 Roselle Ct
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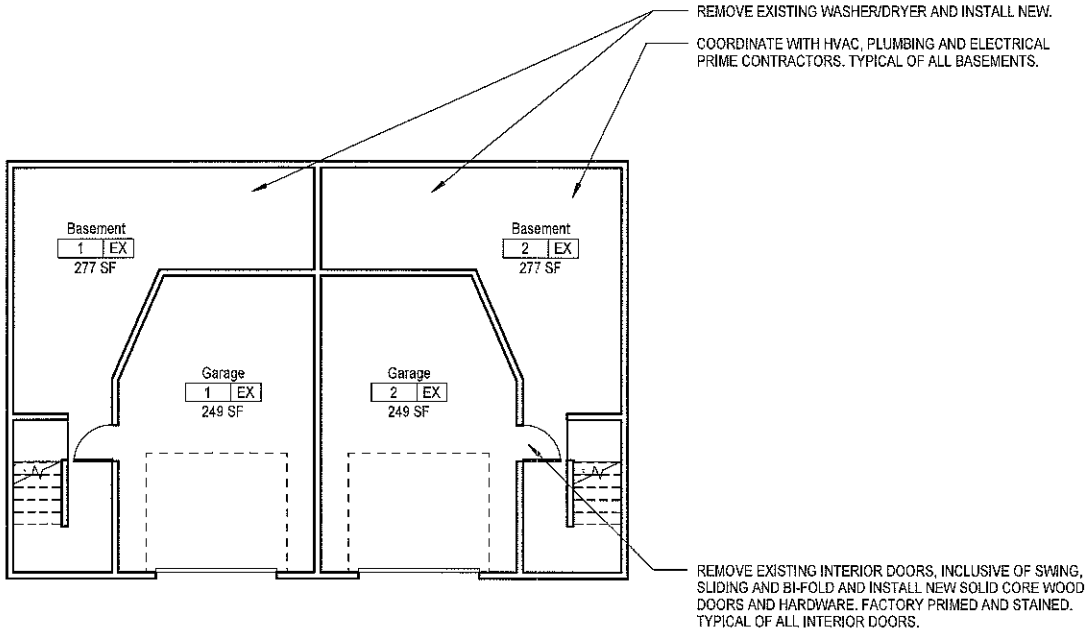
Schematic Design

Low Rise - Type D
Second Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-120



1Sim
A-219

1 Basement
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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945 Roselle Ct
Pittsburgh, PA 15207

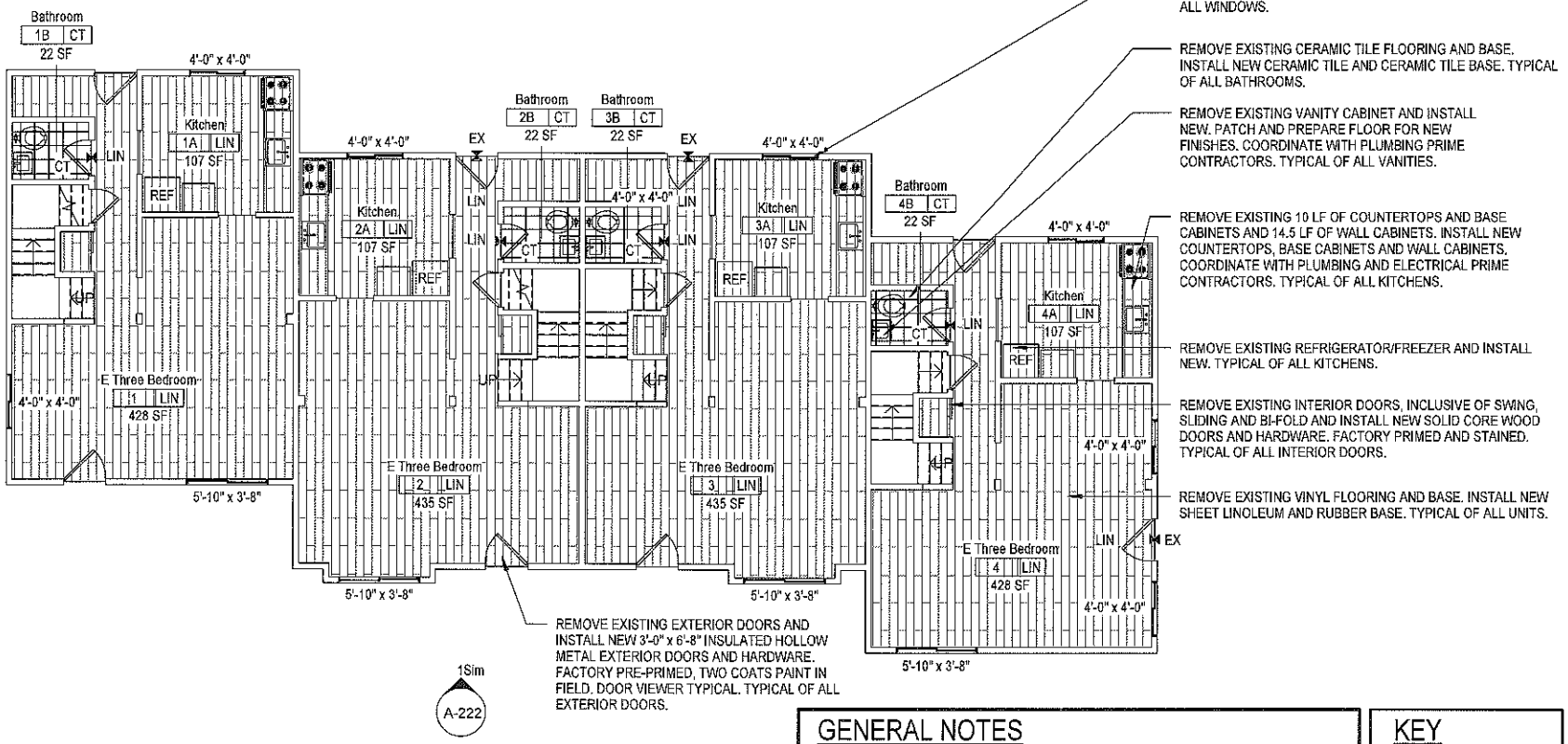
Schematic Design

Low Rise - Type D Basement Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-121



1 First Floor Plan
1/8" = 1'-0"

UNIT E1 THREE BED = 1119 NSF
UNIT E2 THREE BED = 1118 NSF
UNIT E3 THREE BED = 1118 NSF
UNIT E4 THREE BED = 1110 NSF

1/8" = 1'-0"

0 8 16 24 32

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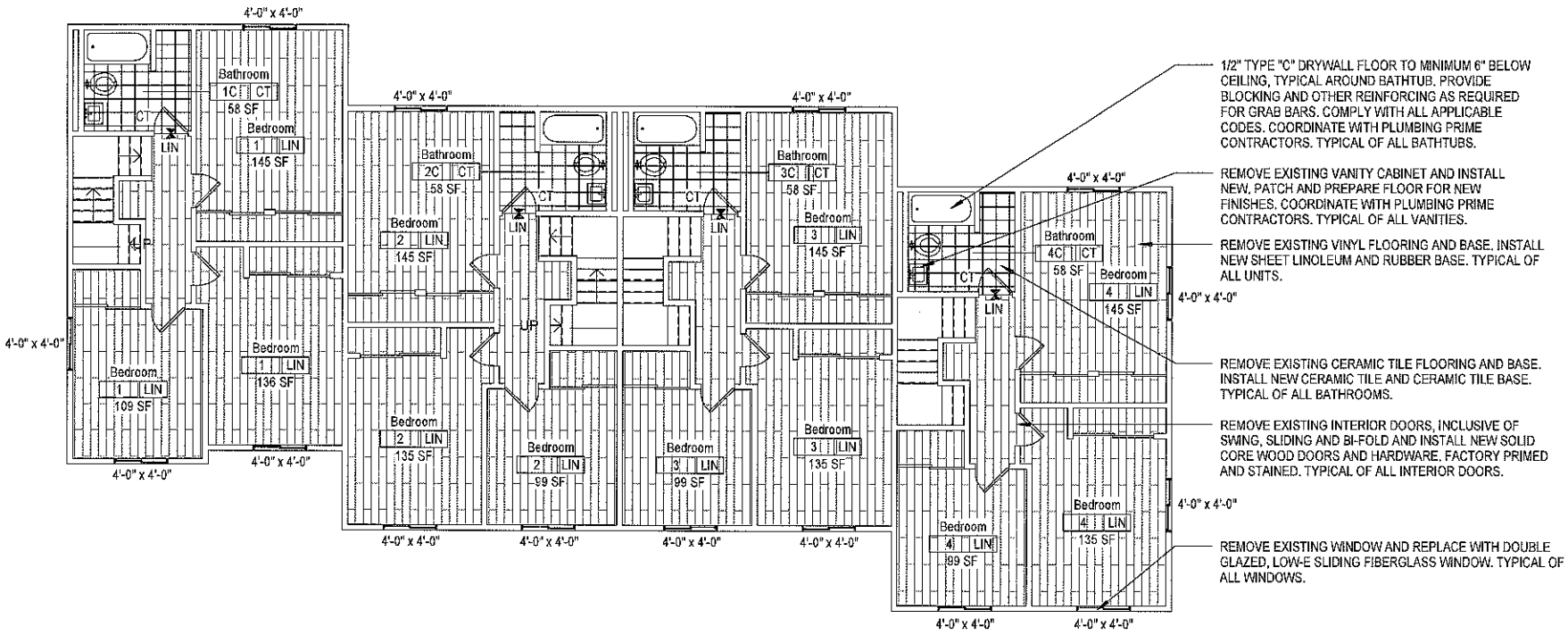
Schematic Design

Low Rise - Type E
First Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-122



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REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

1Sim
A-222

UNIT E1 THREE BED = 1119 NSF
UNIT E2 THREE BED = 1118 NSF
UNIT E3 THREE BED = 1118 NSF
UNIT E4 THREE BED = 1110 NSF

1 Second Floor Plan
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

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CONSULTANT:

Allies & Ross Management and Development Corporation

Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

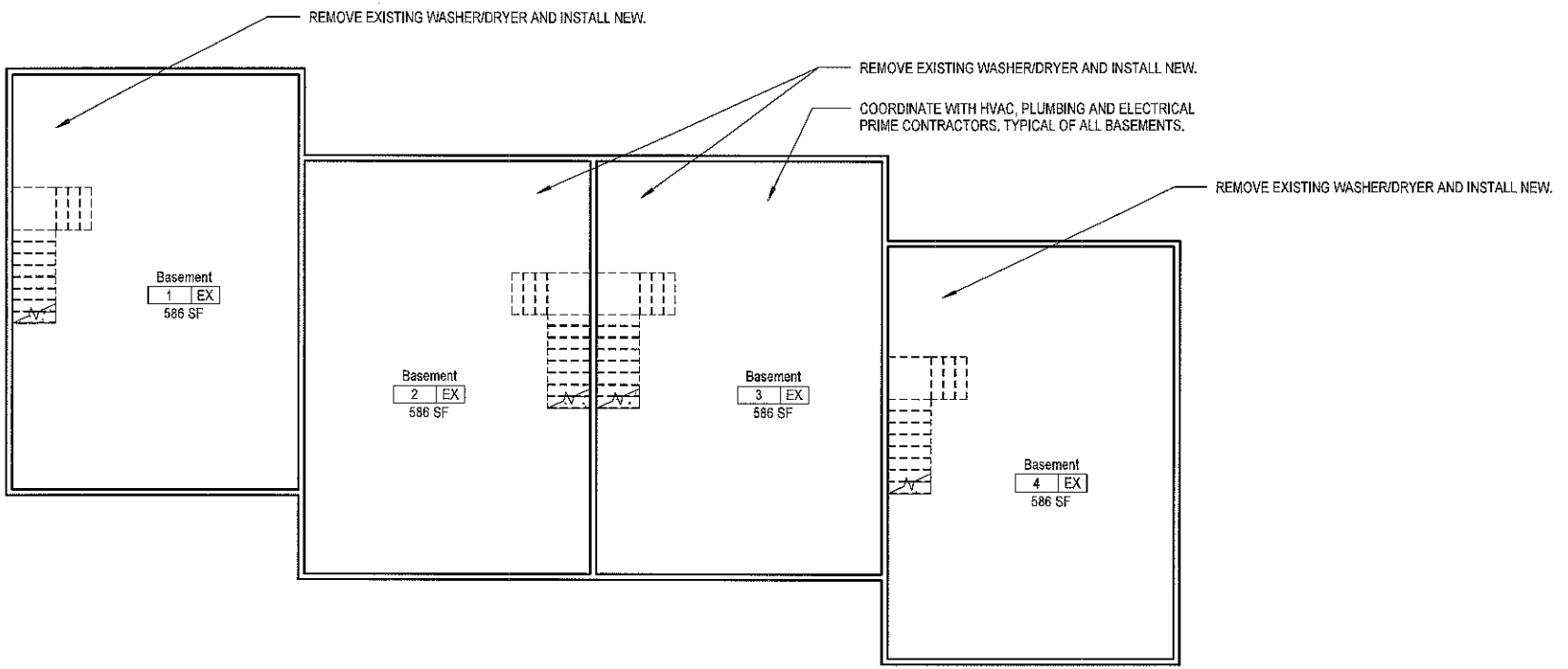
Schematic Design

Low Rise - Type E
Second Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-123



1Sim
A-222

1 Basement
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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945 Roselle Ct
Pittsburgh, PA 15207

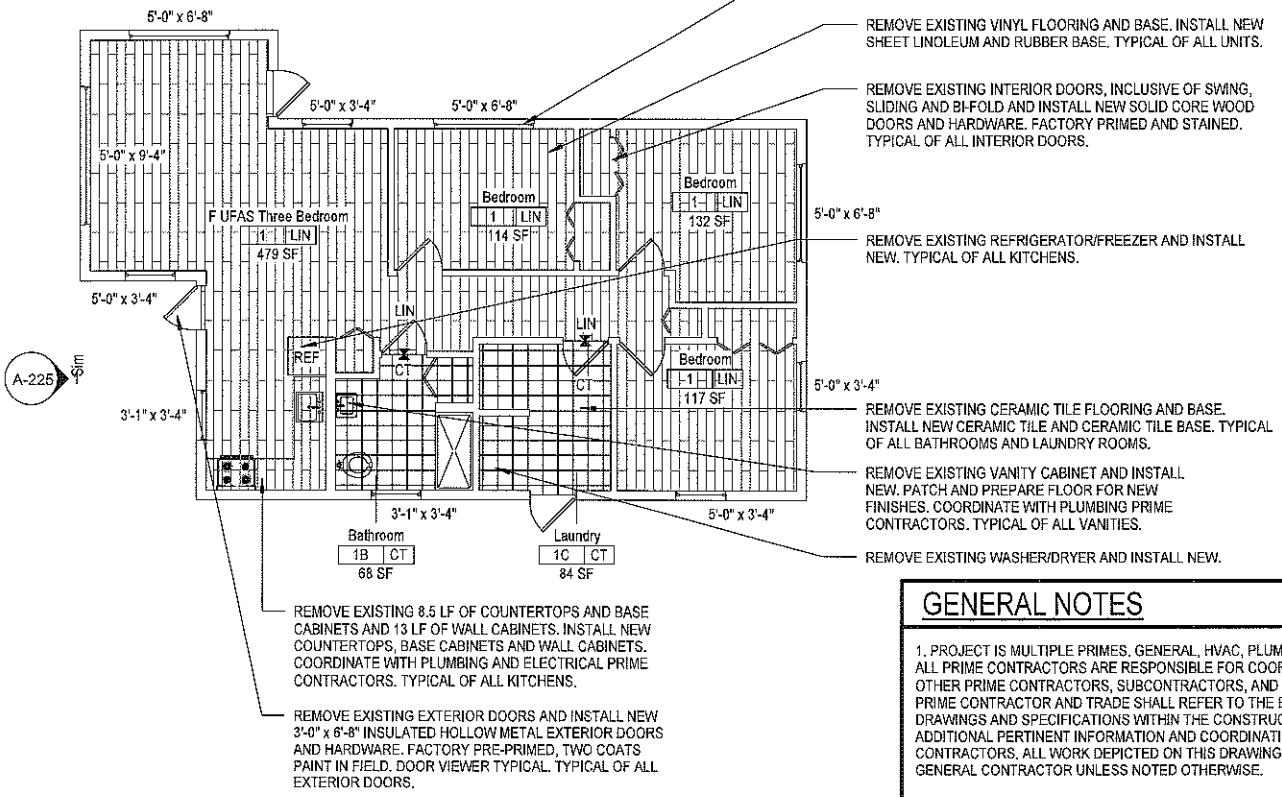
Schematic Design

Low Rise - Type E Basement Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 16074B

A-124



REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING REFRIGERATOR/FREEZER AND INSTALL NEW. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE. TYPICAL OF ALL BATHROOMS AND LAUNDRY ROOMS.

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES.

REMOVE EXISTING WASHER/DRYER AND INSTALL NEW.

REMOVE EXISTING 8.5 LF OF COUNTERTOPS AND BASE CABINETS AND 13 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 First Floor Plan — UNIT F1 THREE BED = 1043 NSF
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

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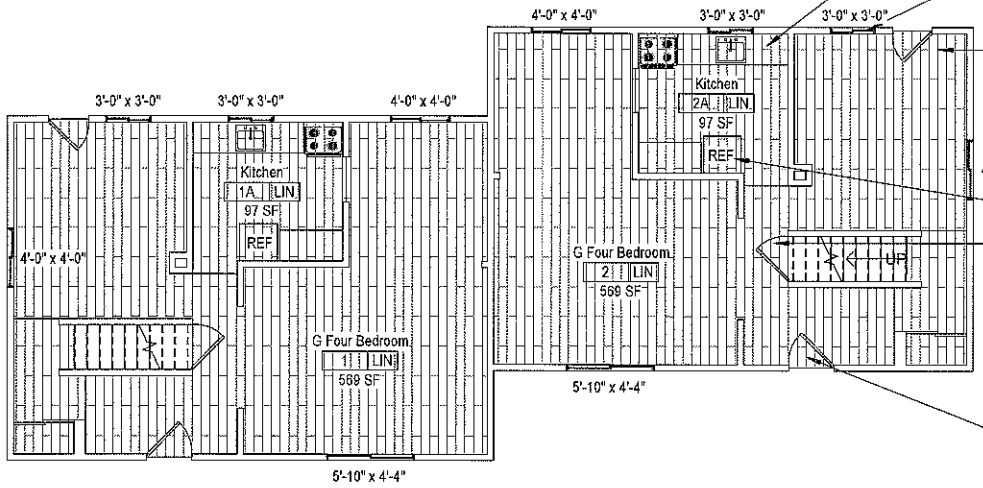
Schematic Design

Low Rise - Type F UFAS First Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 16074B

A-125



REMOVE EXISTING 12 LF OF COUNTERTOPS AND BASE CABINETS AND 16.5 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS.

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1Sim
A-226

1 First Floor Plan
1/8" = 1'-0"

UNIT G1 FOUR BED = 1314 NSF
UNIT G2 FOUR BED = 1314 NSF

1/8" = 1'-0"

0 8 16 24 32

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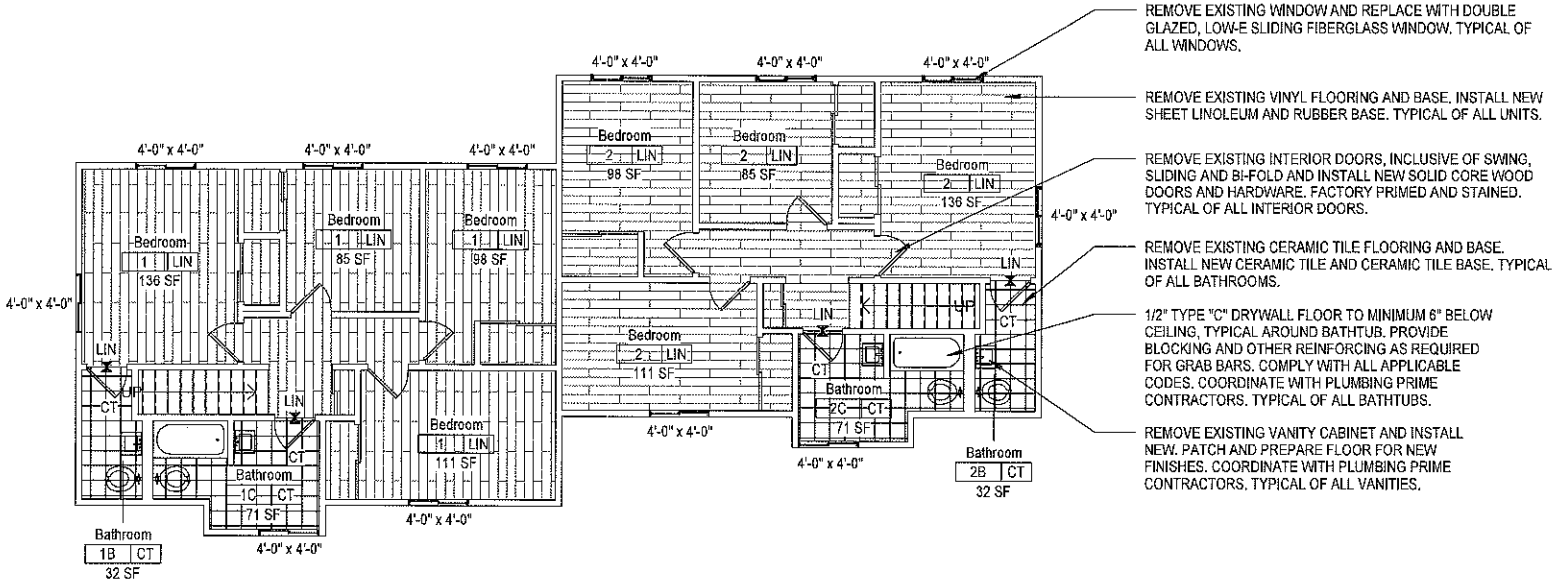
Schematic Design

Low Rise - Type G
First Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-126



1Sim
A-226

1 Second Floor Plan
1/8" = 1'-0"

UNIT G1 FOUR BED = 1314 NSF
UNIT G2 FOUR BED = 1314 NSF

1/8" = 1'-0"

0 8 16 24 32

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

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REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE. TYPICAL OF ALL BATHROOMS.

1/2" TYPE "C" DRYWALL FLOOR TO MINIMUM 6" BELOW CEILING, TYPICAL AROUND BATHTUB. PROVIDE BLOCKING AND OTHER REINFORCING AS REQUIRED FOR GRAB BARS. COMPLY WITH ALL APPLICABLE CODES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL BATHTUBS.

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES.

GENERAL NOTES

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH PRIME CONTRACTOR AND TRADE SHALL REFER TO THE ENTIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT INFORMATION AND COORDINATION WORK WITH OTHER CONTRACTORS. ALL WORK DEPICTED ON THIS DRAWING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.

2. THE SCOPE OF WORK DOES NOT CONTAIN ANY REMOVAL OF ASBESTOS CONTAINING MATERIALS. IF MATERIALS BECOME FRIABLE DURING DEMOLITION AND CONSTRUCTION NOTIFY HACP'S REPRESENTATIVE AND ARCHITECT.

3. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATS PAINT TO ALL EXPOSED WALL AND CEILING SURFACES.

4. EXISTING WALL BASE TO BE REMOVED. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATES PAINT TO ALL EXPOSED WALL SURFACES. PROVIDE NEW WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.

KEY

LIN = SHEET LINOLEUM

CPT = CARPET TILE

CT = CERAMIC TILE

EX = EXISTING

LIN

CPT

CT

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CONSULTANT:

Allies & Ross Management and Development Corporation

Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

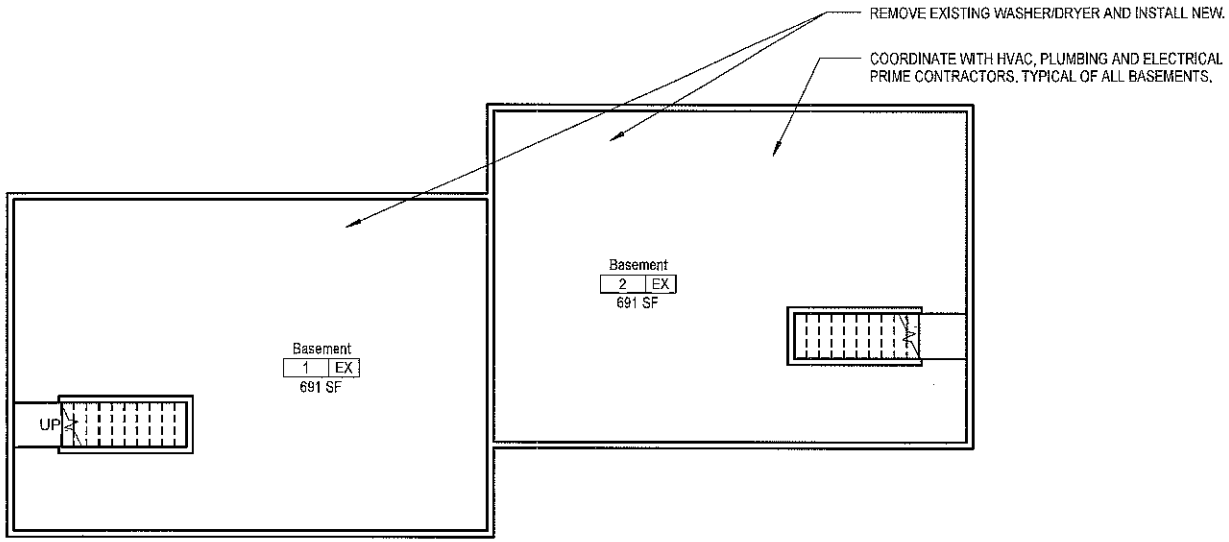
945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type G
Second Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-127



1Sim
A-226

1 Basement
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type G Basement Floor Plan

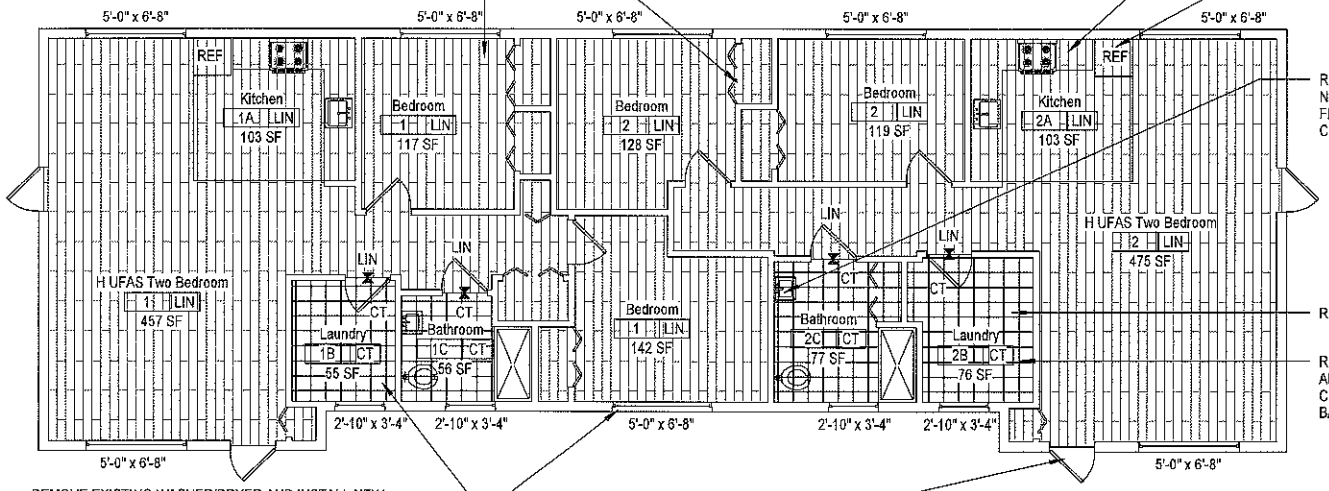
ISSUED: December 5, 2016

R3A PROJECT # 15974B

A-128

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.



REMOVE EXISTING WASHER/DRYER AND INSTALL NEW.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

REMOVE EXISTING 11 LF OF COUNTERTOPS AND BASE CABINETS AND 15.5 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING REFRIGERATOR/FREEZER AND INSTALL NEW. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES.

REMOVE EXISTING WASHER/DRYER AND INSTALL NEW.

REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE. TYPICAL OF ALL BATHROOMS AND LAUNDRY ROOMS.

1Sim
A-230

1 First Floor Plan
1/8" = 1'-0"

UNIT H1 TWO BED = 993 NSF
UNIT H2 TWO BED = 1017 NSF

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH PRIME CONTRACTOR AND TRADE SHALL REFER TO THE ENTIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT INFORMATION AND COORDINATION WORK WITH OTHER CONTRACTORS. ALL WORK DEPICTED ON THIS DRAWING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

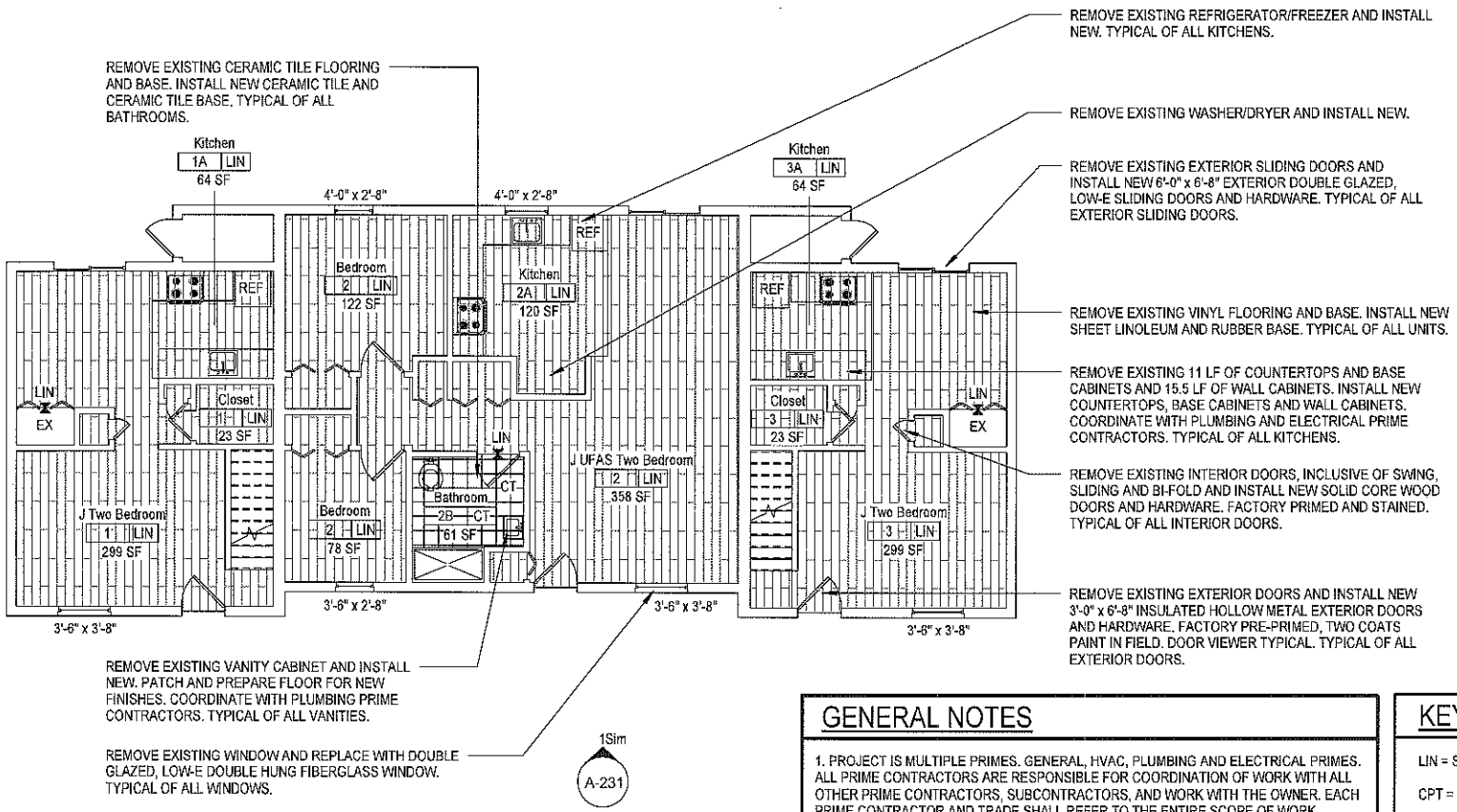
Schematic Design

Low Rise - Type H UFAS First Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-130



1 First Floor Plan
1/8" = 1'-0"

UNIT J1 TWO BED = 793 NSF
UNIT J2 TWO BED = 790 NSF
UNIT J3 TWO BED = 793 NSF

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

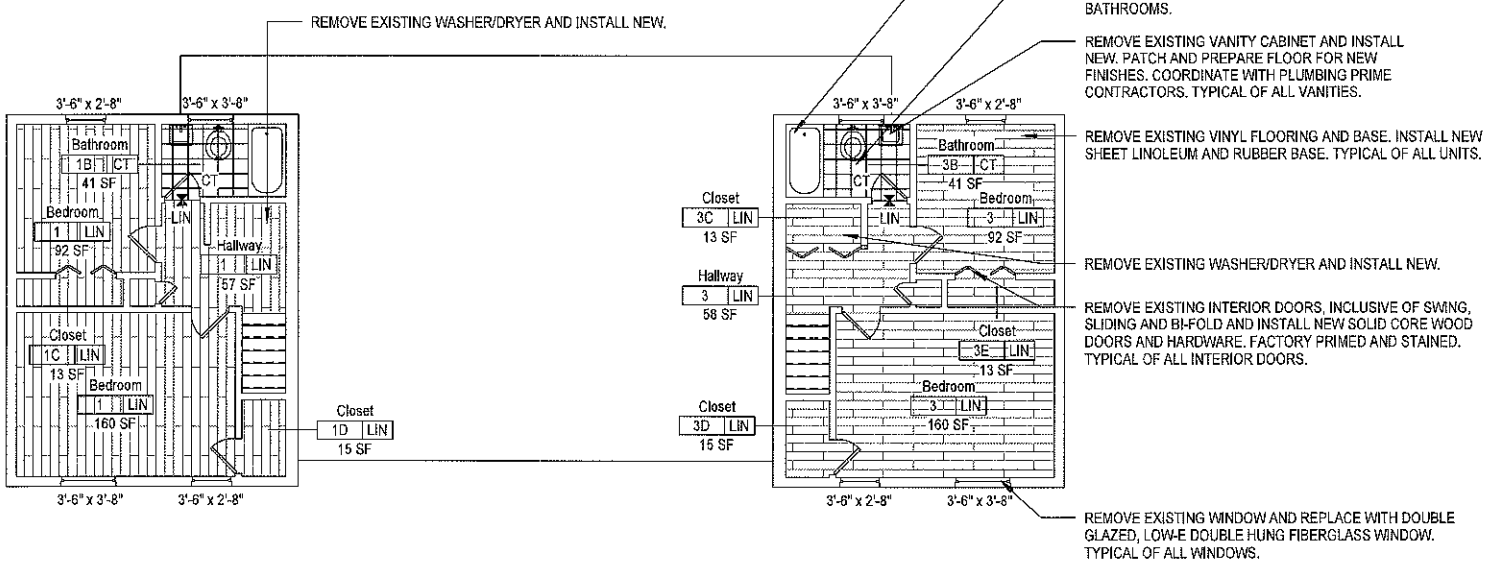
945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type J
First Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-131



1Sim
A-231

1 Second Floor Plan
1/8" = 1'-0"

UNIT J1 TWO BED = 793 NSF
UNIT J3 TWO BED = 793 NSF

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
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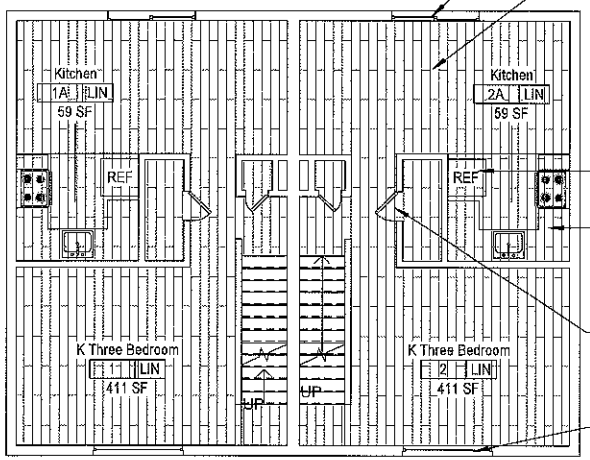
Schematic Design

Low Rise - Type J
Second Floor Plan

ISSUED: December 6, 2016
R3A PROJECT # 15074B

A-132



1Sim
A-233

REMOVE EXISTING EXTERIOR SLIDING DOORS AND INSTALL NEW 6'-0" x 6'-8" EXTERIOR DOUBLE GLAZED, LOW-E SLIDING DOORS AND HARDWARE. TYPICAL OF ALL EXTERIOR SLIDING DOORS.

REMOVE EXISTING VINYL FLOORING AND BASE, INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

REMOVE EXISTING REFRIGERATOR/FREEZER AND INSTALL NEW. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING 8.5 LF OF COUNTERTOPS AND BASE CABINETS AND 13 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

1 First Floor Plan
1/8" = 1'-0"

UNIT K1 THREE BED = 993 NSF
UNIT K2 THREE BED = 993 NSF

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

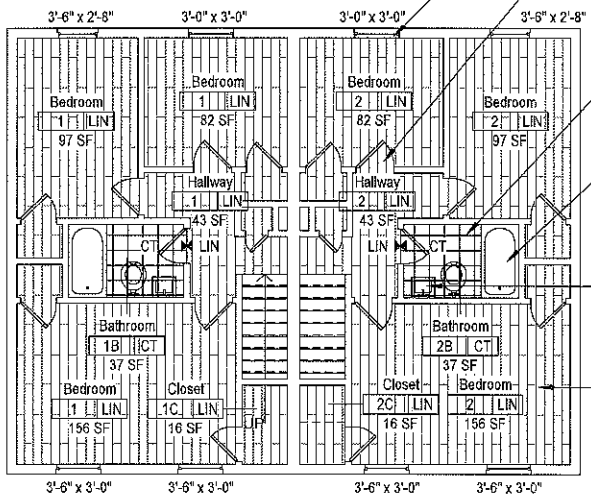
Schematic Design

Low Rise - Type K
First Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15974B

A-133



1Sim
A-233

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

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REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

1 Second Floor Plan
1/8" = 1'-0"

UNIT K1 THREE BED = 993 NSF
UNIT K2 THREE BED = 993 NSF

1/8" = 1'-0"

0 8 16 24 32

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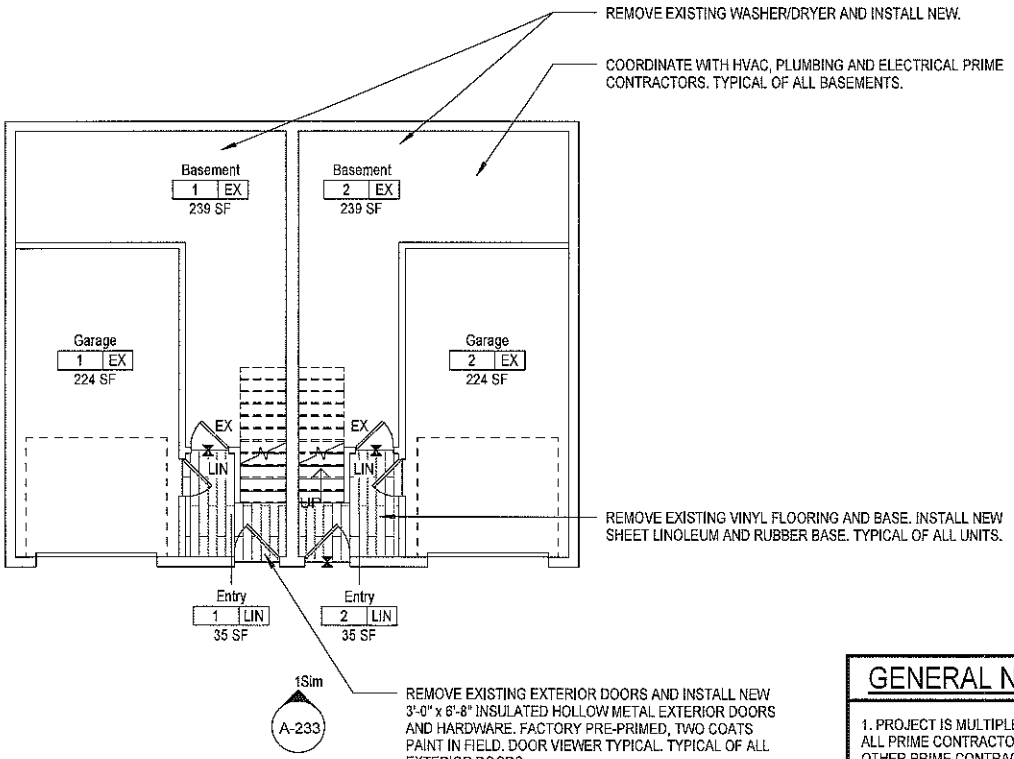
Schematic Design

Low Rise - Type K
Second Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-134



1 Basement
1/8" = 1'-0"

UNIT K1 THREE BED = 993 NSF
UNIT K2 THREE BED = 993 NSF

1/8" = 1'-0"

0 8 16 24 32

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Schematic Design

Low Rise - Type K Basement Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-135

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

REMOVE EXISTING 11 LF OF COUNTERTOPS AND BASE CABINETS AND 15.5 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS.

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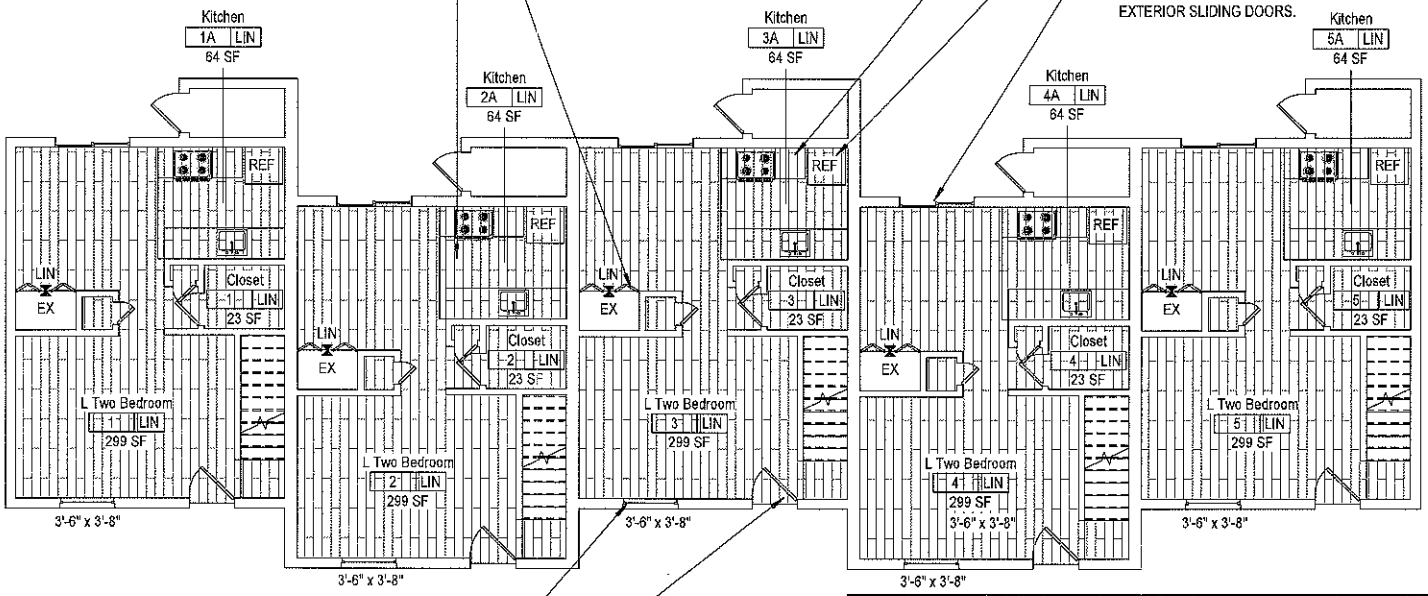

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1Sim
A-236

UNIT L1 TWO BED = 793 NSF
UNIT L2 TWO BED = 793 NSF
UNIT L3 TWO BED = 793 NSF
UNIT L4 TWO BED = 793 NSF
UNIT L5 TWO BED = 793 NSF

1 First Floor Plan
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH PRIME CONTRACTOR AND TRADE SHALL REFER TO THE ENTIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT INFORMATION AND COORDINATION WORK WITH OTHER CONTRACTORS. ALL WORK DEPICTED ON THIS DRAWING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.

2. THE SCOPE OF WORK DOES NOT CONTAIN ANY REMOVAL OF ASBESTOS CONTAINING MATERIALS. IF MATERIALS BECOME FRIABLE DURING DEMOLITION AND CONSTRUCTION NOTIFY HACP'S REPRESENTATIVE AND ARCHITECT.

3. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATS PAINT TO ALL EXPOSED WALL AND CEILING SURFACES.

4. EXISTING WALL BASE TO BE REMOVED. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATES PAINT TO ALL EXPOSED WALL SURFACES. PROVIDE NEW WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.

KEY

LIN = SHEET LINOLEUM

CPT = CARPET TILE

CT = CERAMIC TILE

EX = EXISTING

LIN

CPT

CT

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

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Pittsburgh, PA 15207

Schematic Design

Low Rise - Type L
First Floor Plan

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-136

REMOVE EXISTING VANITY CABINET AND INSTALL NEW. PATCH AND PREPARE FLOOR FOR NEW FINISHES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES.

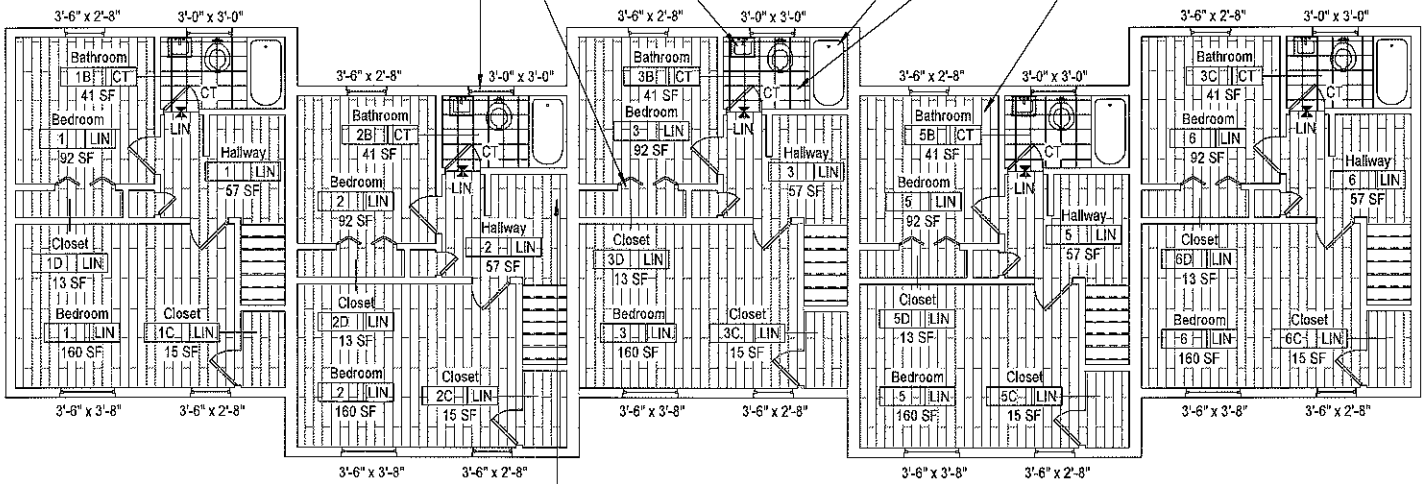
REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

1/2" TYPE "C" DRYWALL FLOOR TO MINIMUM 6" BELOW CEILING, TYPICAL AROUND BATHTUB. PROVIDE BLOCKING AND OTHER REINFORCING AS REQUIRED FOR GRAB BARS. COMPLY WITH ALL APPLICABLE CODES. COORDINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL BATHTUBS.

REMOVE EXISTING CERAMIC TILE FLOORING AND BASE. INSTALL NEW CERAMIC TILE AND CERAMIC TILE BASE. TYPICAL OF ALL BATHROOMS.

REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.



REMOVE EXISTING WASHER/DRYER AND INSTALL NEW. TYPICAL OF ALL UNITS.

1Sim
A-236

UNIT L1 TWO BED = 793 NSF
UNIT L2 TWO BED = 793 NSF
UNIT L3 TWO BED = 793 NSF
UNIT L4 TWO BED = 793 NSF
UNIT L5 TWO BED = 793 NSF

1 Second Floor Plan
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH PRIME CONTRACTOR AND TRADE SHALL REFER TO THE ENTIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT INFORMATION AND COORDINATION WORK WITH OTHER CONTRACTORS. ALL WORK DEPICTED ON THIS DRAWING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.

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KEY

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CPT = CARPET TILE

CT = CERAMIC TILE

EX = EXISTING

LIN

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Schematic Design

Low Rise - Type L
Second Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-137

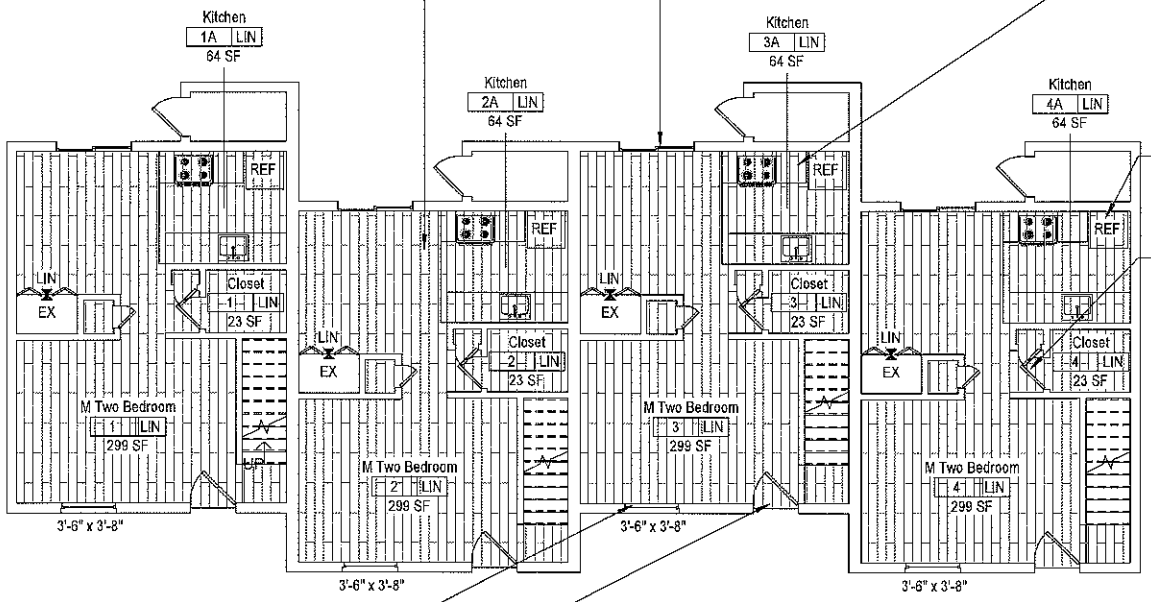
REMOVE EXISTING VINYL FLOORING AND BASE. INSTALL NEW SHEET LINOLEUM AND RUBBER BASE. TYPICAL OF ALL UNITS.

REMOVE EXISTING EXTERIOR SLIDING DOORS AND INSTALL NEW 6'-0" x 6'-8" EXTERIOR DOUBLE GLAZED, LOW-E SLIDING DOORS AND HARDWARE. TYPICAL OF ALL EXTERIOR SLIDING DOORS.

REMOVE EXISTING 11.5 LF OF COUNTERTOPS AND BASE CABINETS AND 16 LF OF WALL CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING REFRIGERATOR/FREEZER AND INSTALL NEW. TYPICAL OF ALL KITCHENS.

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BI-FOLD AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE. FACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.



REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1Sim
A-238

UNIT M1 TWO BED = 793 NSF
UNIT M2 TWO BED = 793 NSF
UNIT M3 TWO BED = 793 NSF
UNIT M4 TWO BED = 793 NSF

1 First Floor Plan
1/8" = 1'-0"

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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KEY

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CPT = CARPET TILE

CT = CERAMIC TILE

EX = EXISTING

LIN

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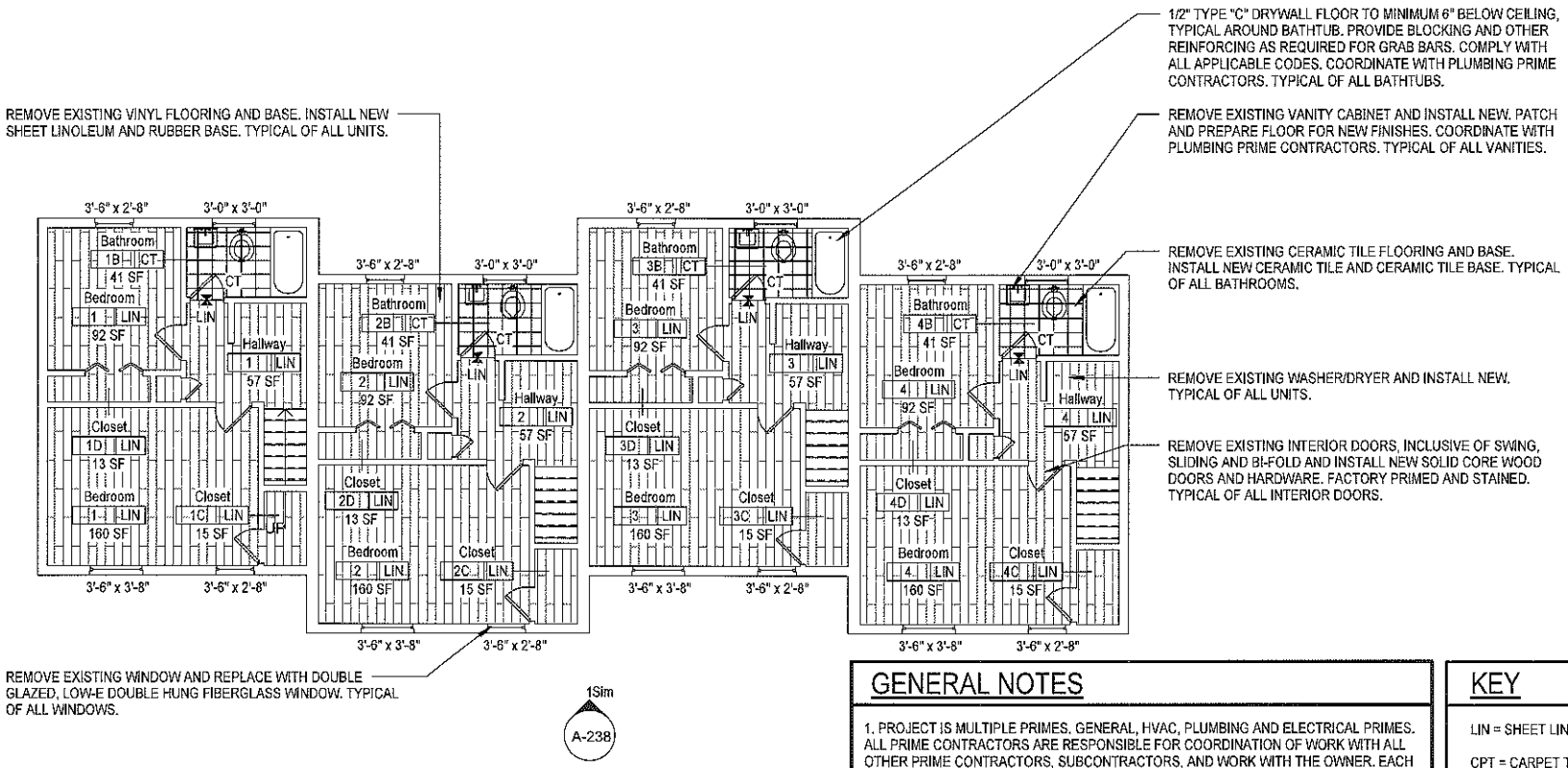
Schematic Design

Low Rise - Type M
First Floor Plan

ISSUED: December 6, 2016

R3A PROJECT # 15074B

A-138



1 Second Floor Plan
1/8" = 1'-0"

UNIT M1 TWO BED = 793 NSF
UNIT M2 TWO BED = 793 NSF
UNIT M3 TWO BED = 793 NSF
UNIT M4 TWO BED = 793 NSF

1/8" = 1'-0"

0 8 16 24 32

GENERAL NOTES

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CPT = CARPET TILE

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LIN

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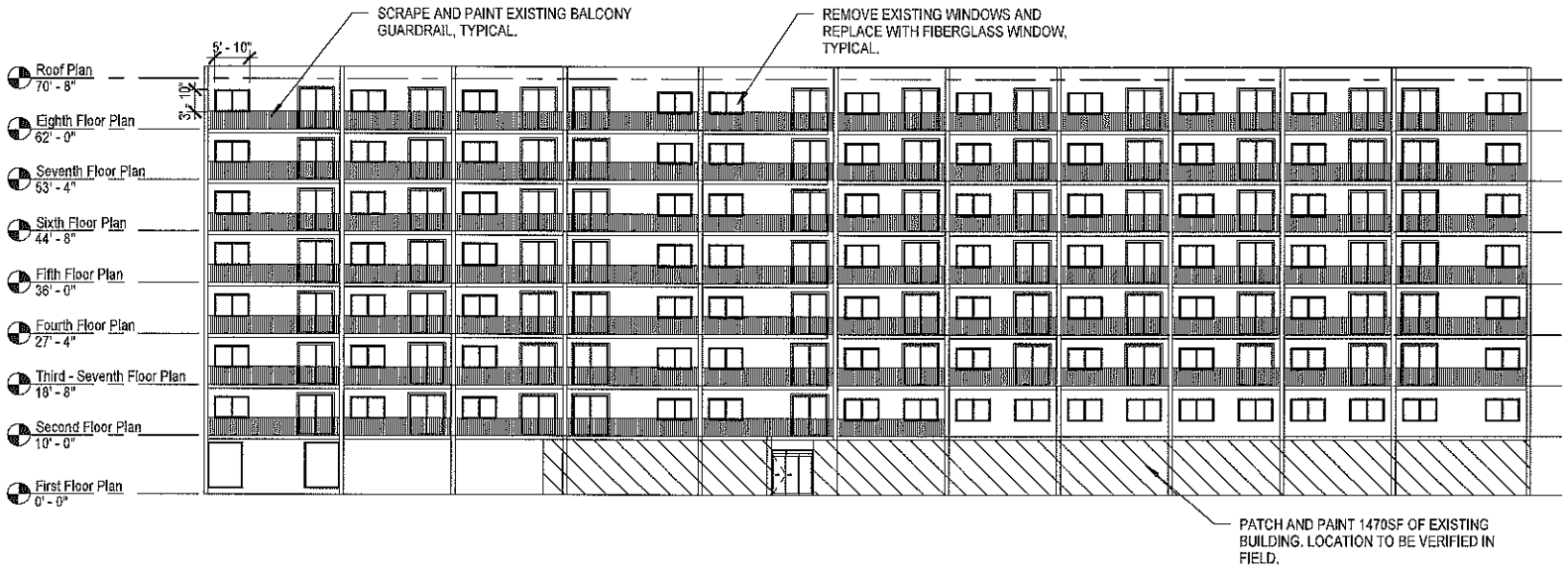
Schematic Design

Low Rise - Type M
Second Floor Plan

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-139



1 Front Elevation
1" = 20'-0"

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Schematic Design

High Rise - Exterior Elevation

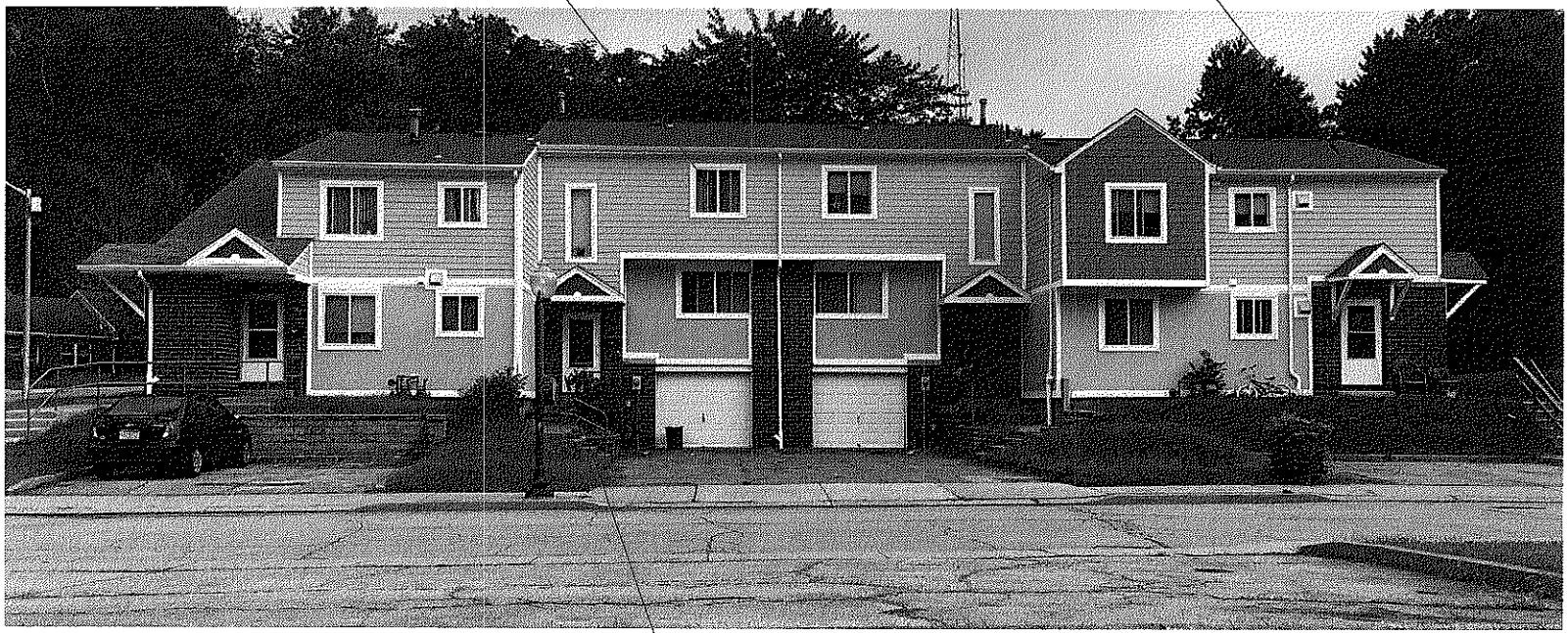
ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-201

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

Low Rise - Type A Exterior Elevation

ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-211

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

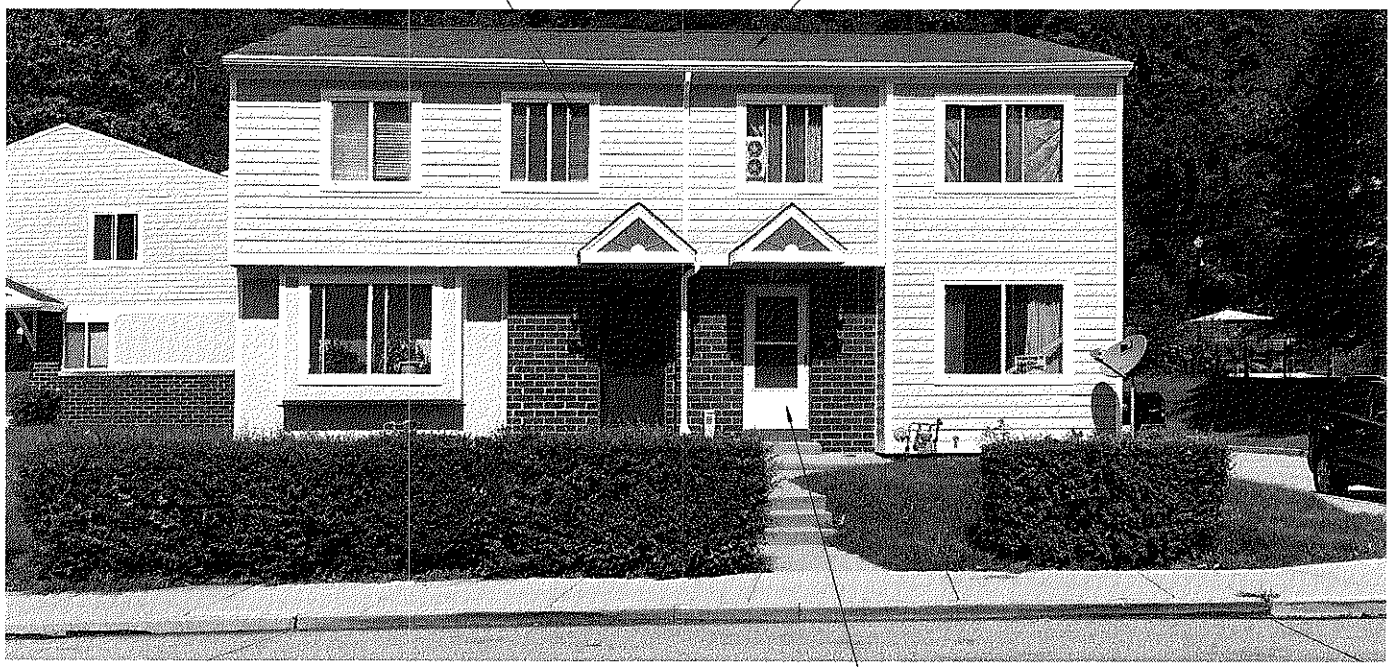
Low Rise - Type B Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-214

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

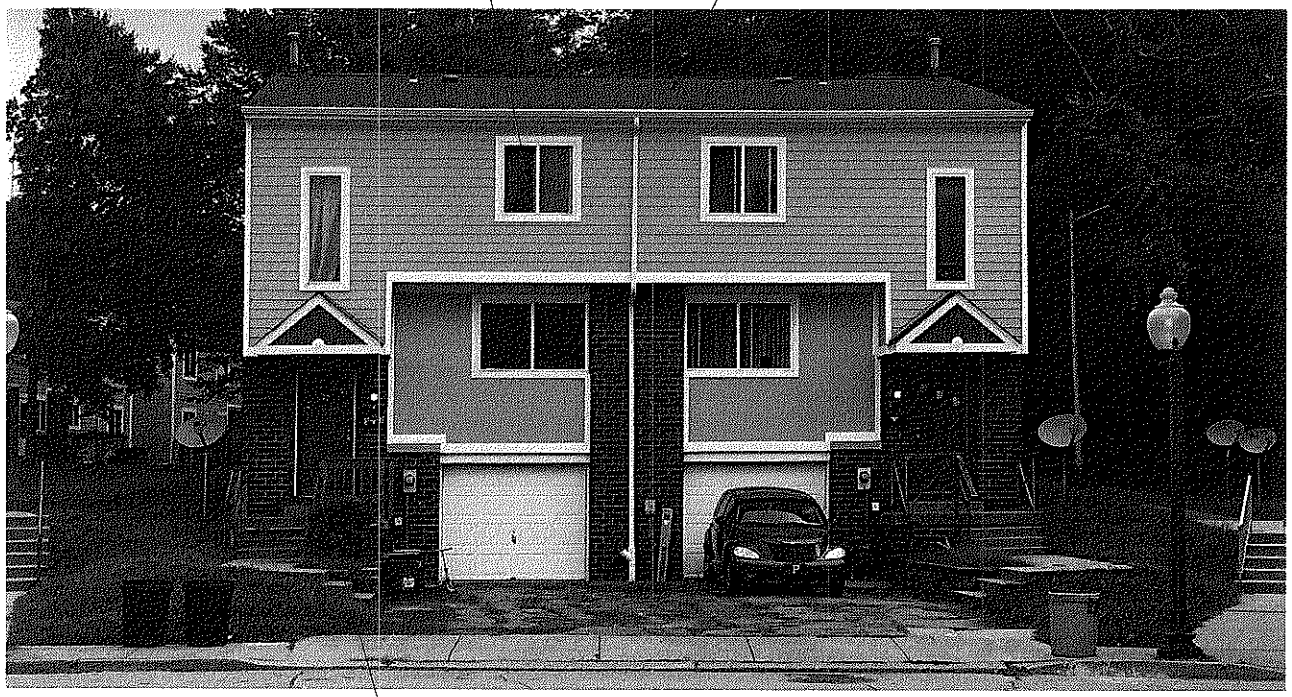
Low Rise - Type C Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-216

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

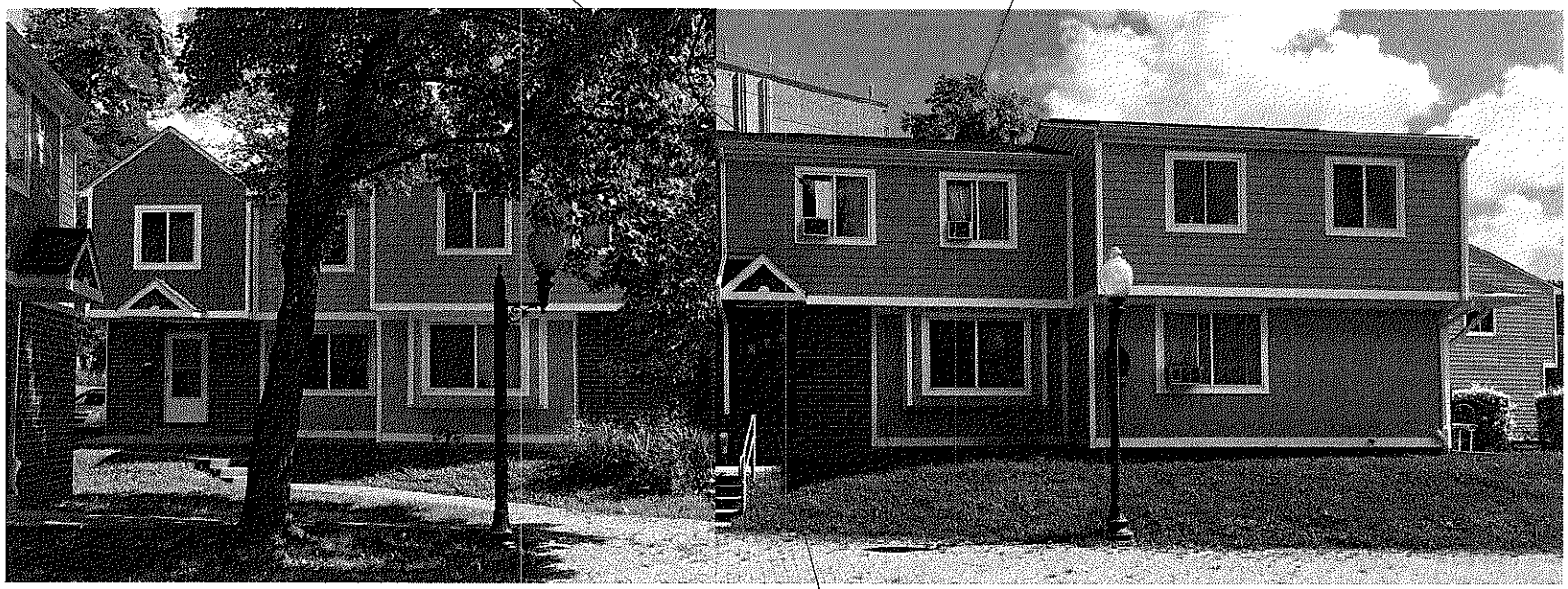
Low Rise - Type D Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-219

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

Low Rise - Type E Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-222

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
3/4" = 1'-0"

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Schematic Design

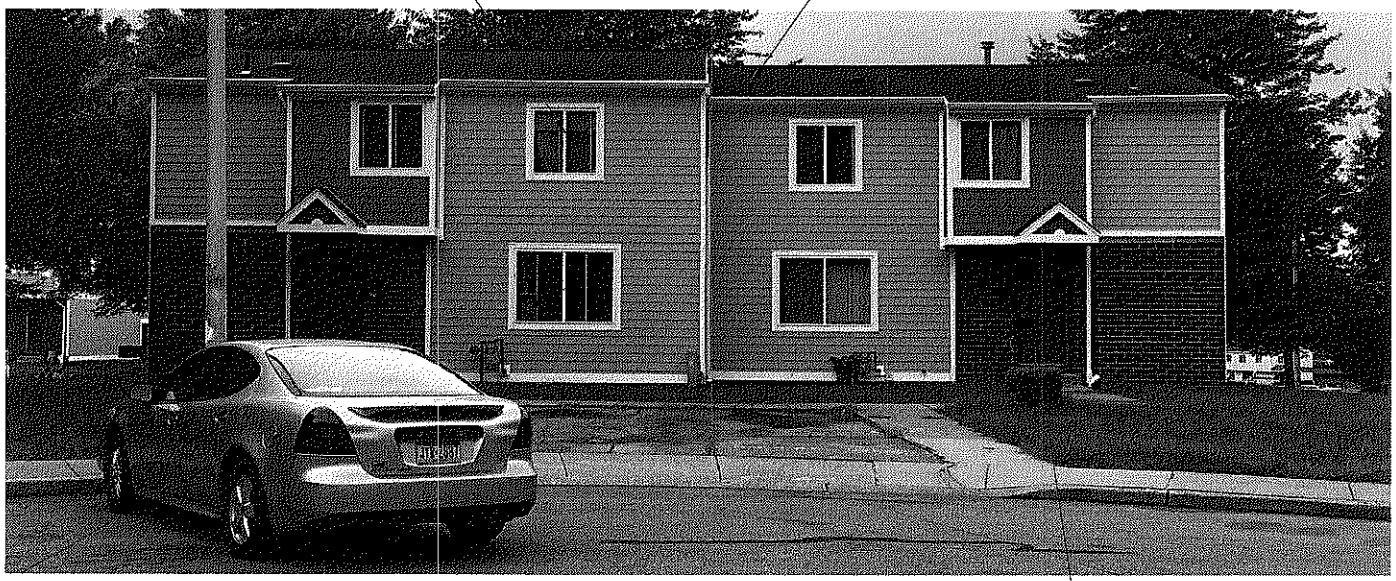
Low Rise - Type F UFAS Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15974B

A-225

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

Low Rise - Type G Exterior Elevation

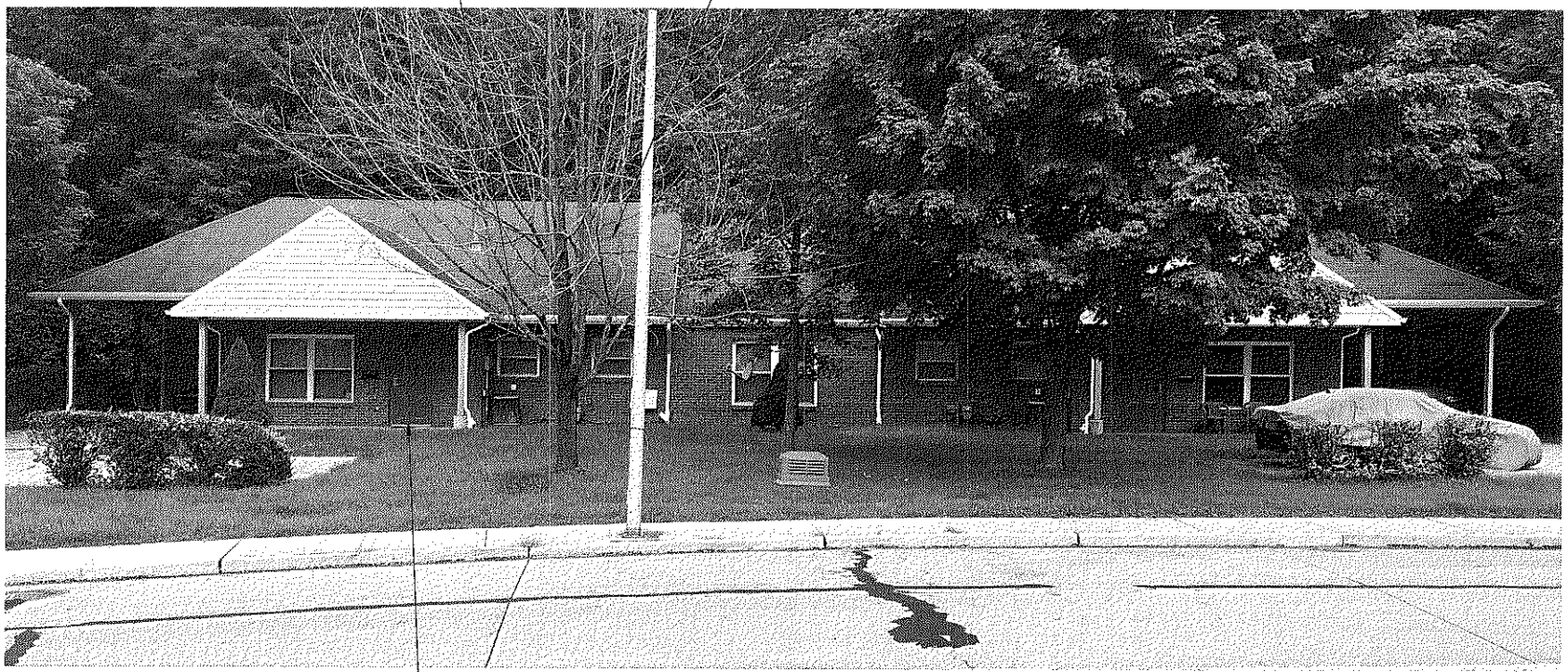
ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-226

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

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Schematic Design

Low Rise - Type H UFAS Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-230

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

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Schematic Design

Low Rise - Type J Exterior Elevation

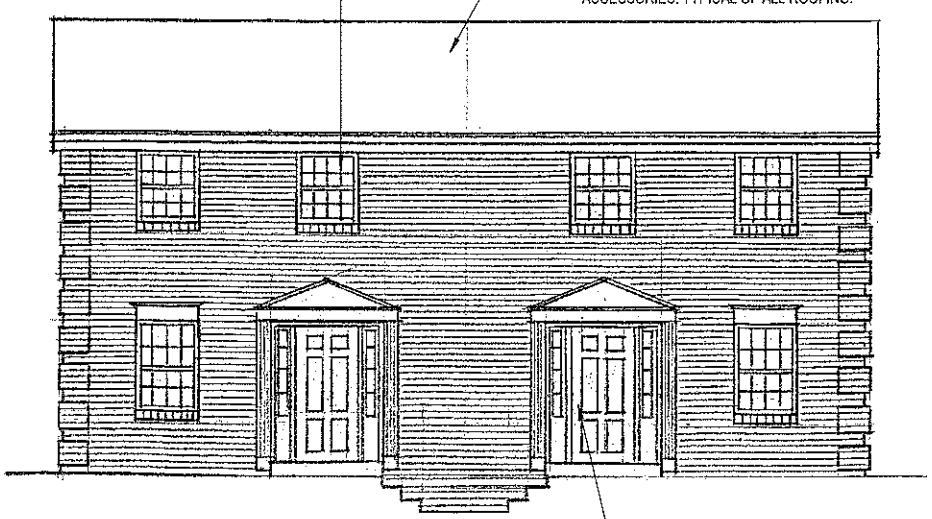
ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-231

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

Low Rise - Type K Exterior Elevation

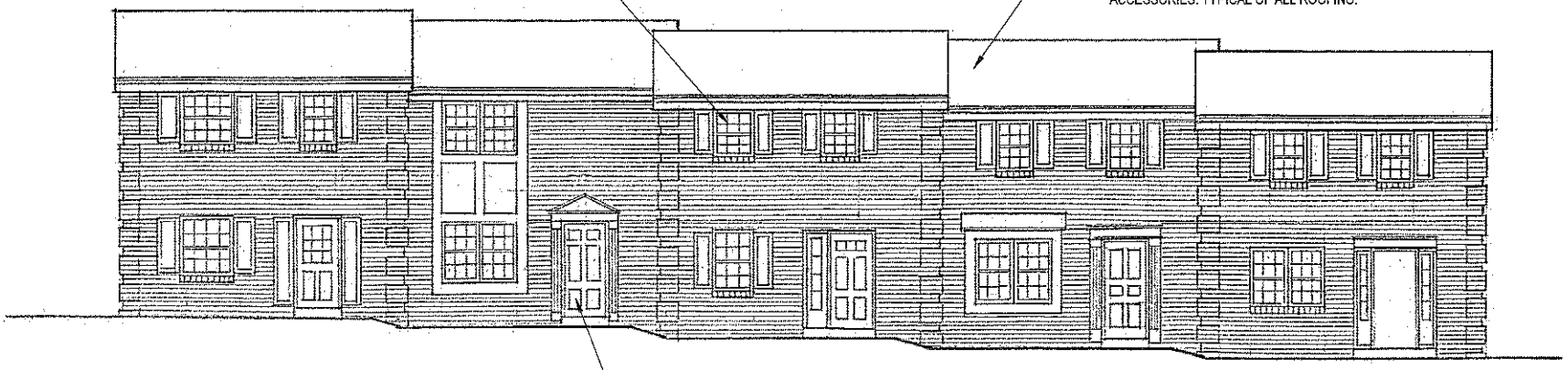
ISSUED: December 5, 2016

R3A PROJECT # 15074B

A-233

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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Schematic Design

Low Rise - Type L Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-236

REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE GLAZED, LOW-E DOUBLE HUNG FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3'-0" x 6'-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation
NOT TO SCALE

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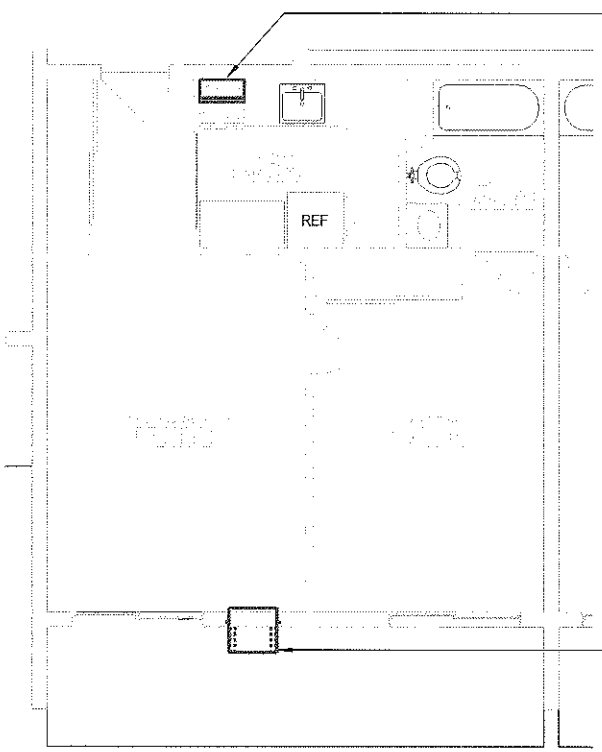
Schematic Design

Low Rise - Type M Exterior Elevation

ISSUED: December 5, 2016
R3A PROJECT # 15074B

A-238



1 Small One Bedroom Enlarged HVAC Plan
3/16" = 1'-0"

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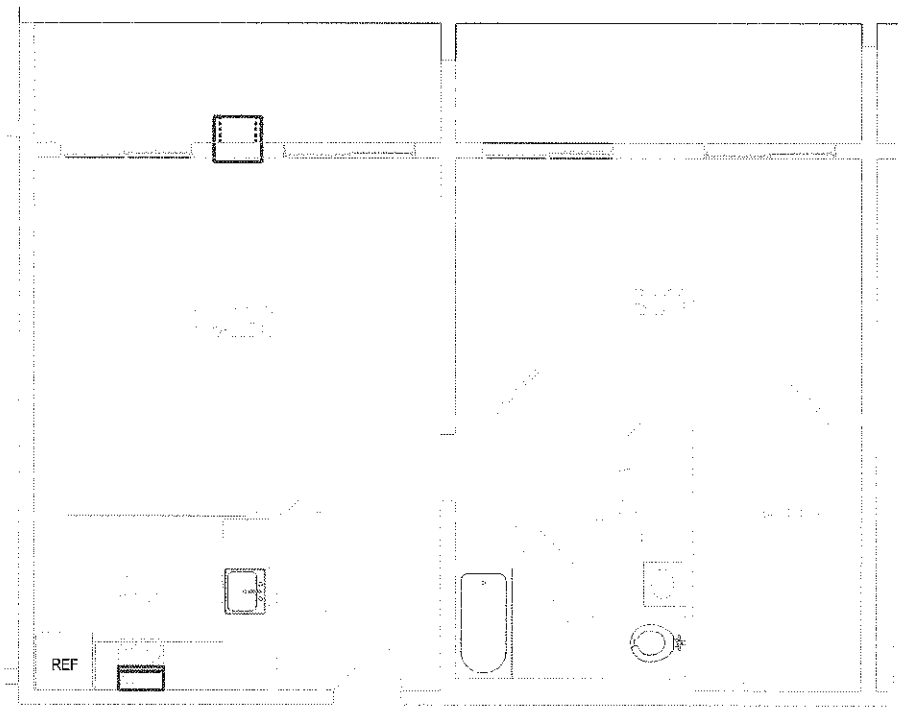
Schematic Design

High Rise - Small One Bedroom Enlarged HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 150746

H-105



1.REMOVE EXISTING THROUGH-WALL AIR CONDITIONER AND REPLACE WITH NEW. REMOVE EXISTING A/C SUPPORT BRACKET AND REPLACE WITH NEW.

2.REMOVE EXISTING RANGE HOOD AND REPLACE WITH NEW.

1 Large One Bedroom Enlarged HVAC Plan
3/16" = 1'-0"

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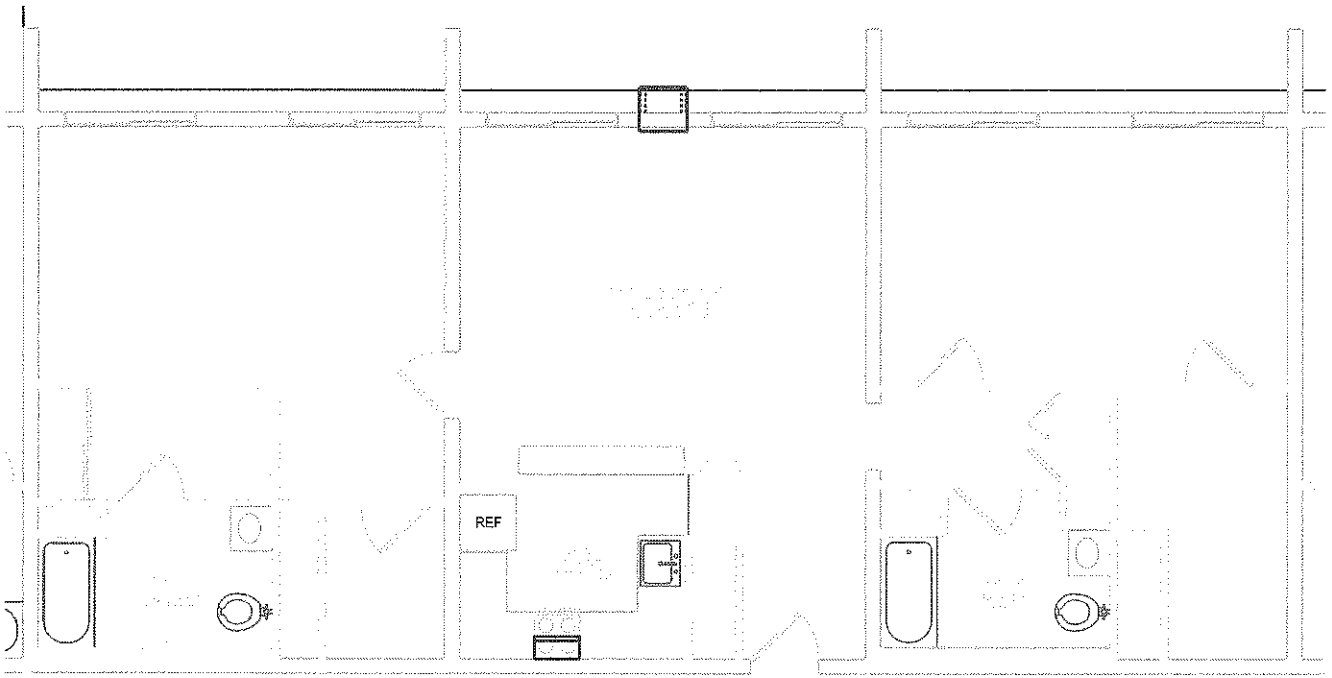
Schematic Design

High Rise - Large One Bedroom Enlarged HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT # 1507-48

H-106



1.REMOVE EXISTING THROUGH-WALL AIR CONDITIONER AND REPLACE WITH NEW. REMOVE EXISTING A/C SUPPORT BRACKET AND REPLACE WITH NEW.

2.REMOVE EXISTING RANGE HOOD AND REPLACE WITH NEW.

1 UFAS Two Bedroom Enlarged HVAC Plan
3/16" = 1'-0"

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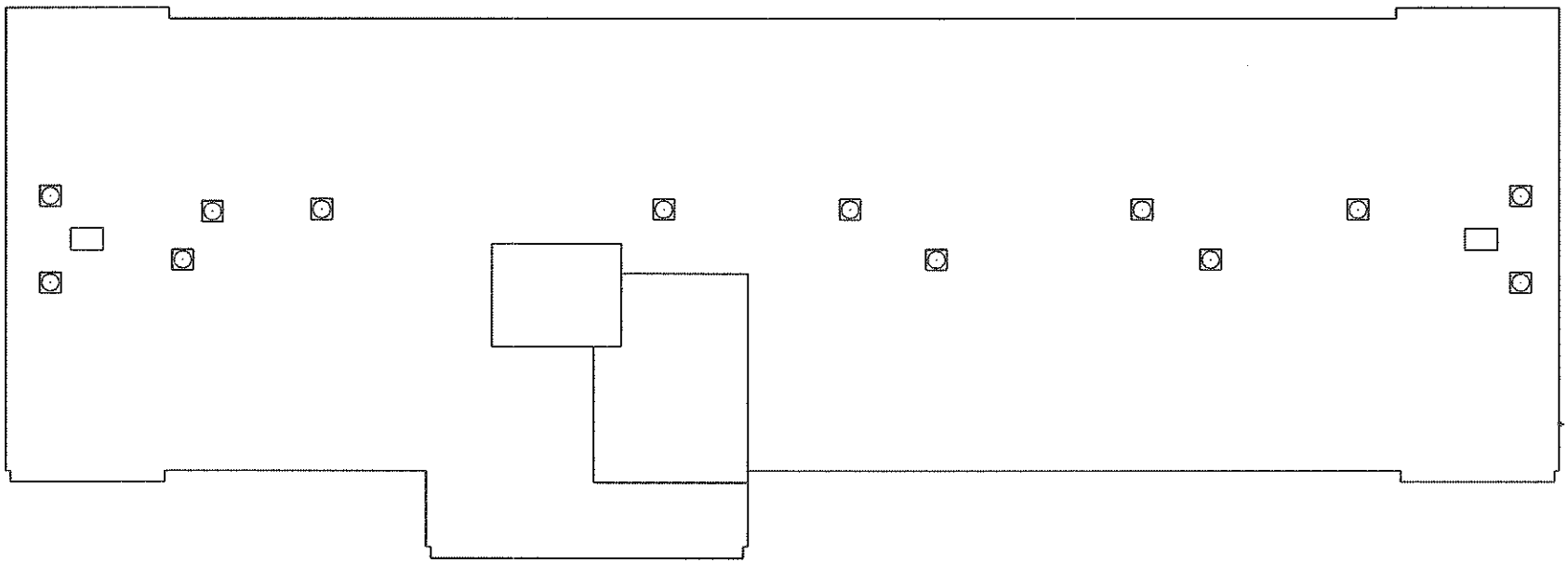
Schematic Design

High Rise - UFAS Two Bedroom Enlarged HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 16074B

H-107



1.REMOVE EXISTING ROOF TOP EXHAUST FAN
AND REPLACE WITH NEW. (TYP. OF 13)
REPAIR OR REPLACE ROOF CURB AS REQUIRED.

1 Roof Top HVAC Plan
1/16" = 1'-0"

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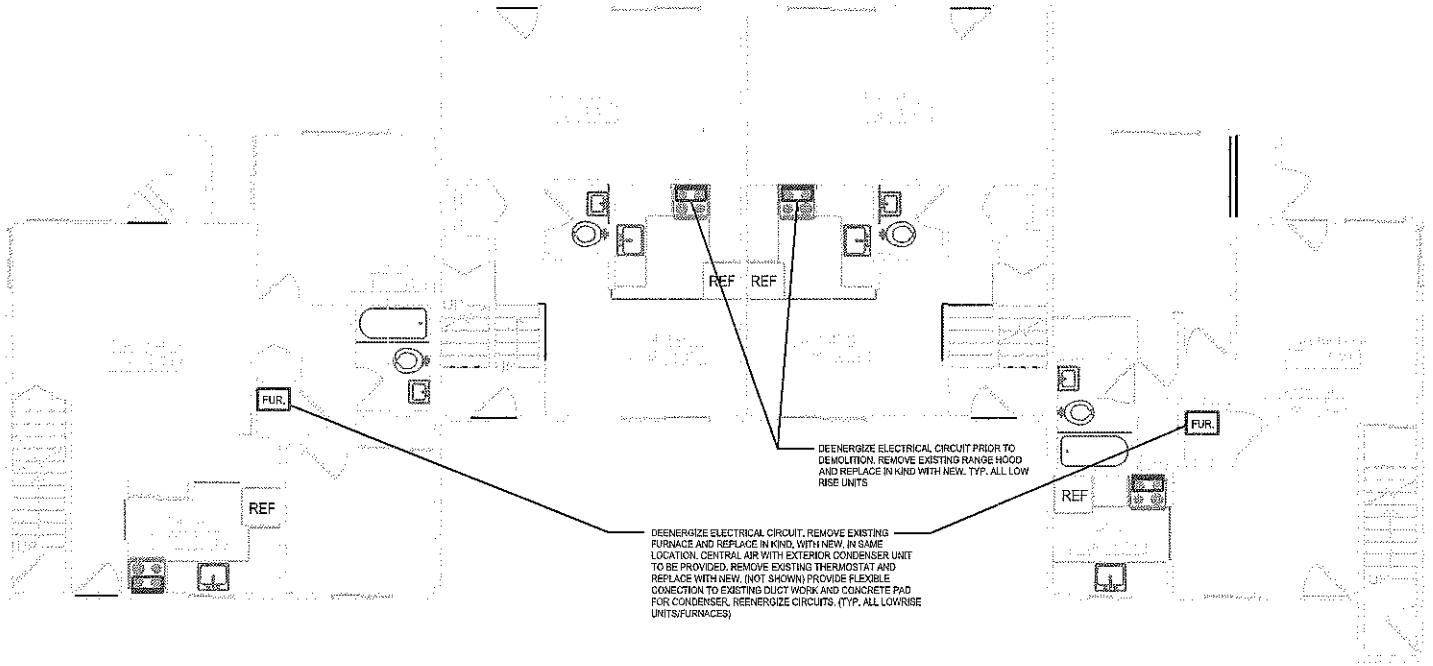
Schematic Design

High Rise - Roof Top HVAC Plan

ISSUED: 12/15/2016

R3A PROJECT # 1507-48

H-108



1 First Floor HVAC Plan
1/8" = 1'-0"

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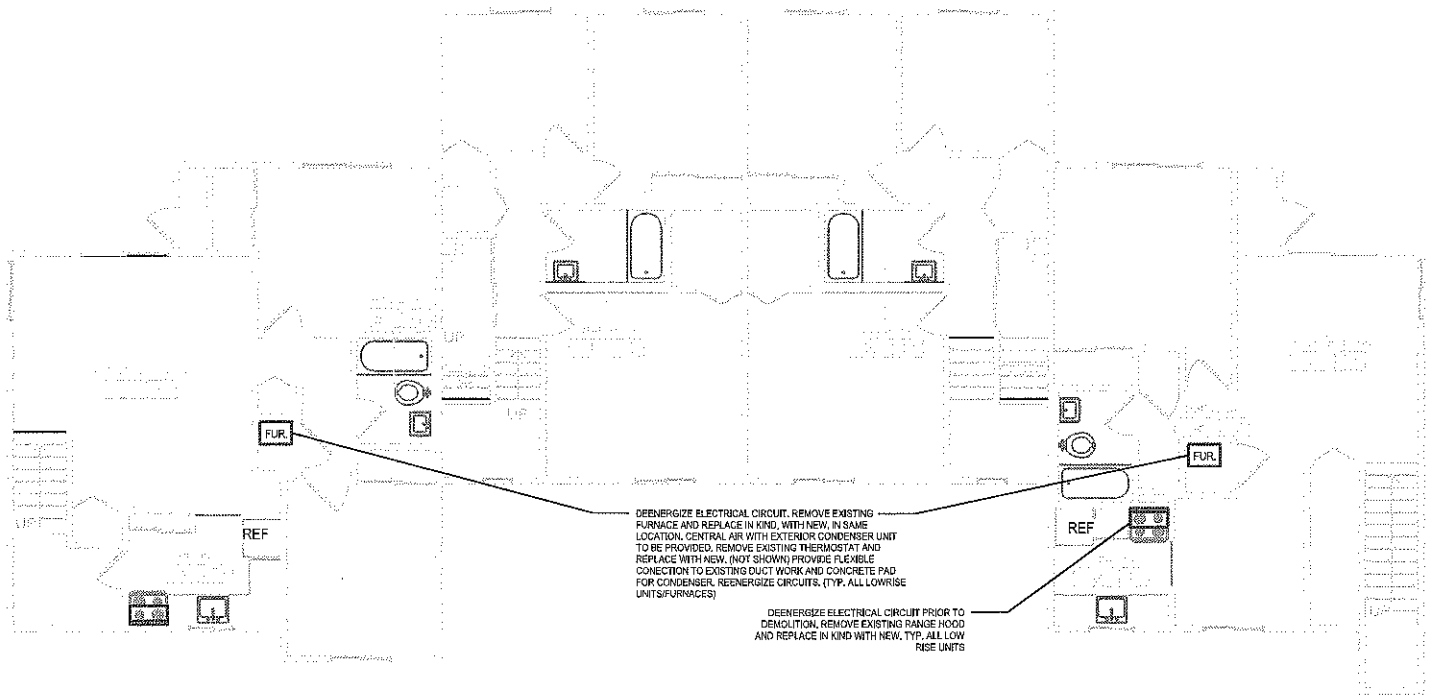
Schematic Design

Low Rise - Type A
First Floor
HVAC Plan

ISSUED: 12/05/2016

R3A PROJECT # 1597-18

H-111



1 Second Floor HVAC Plan
1/8" = 1'-0"

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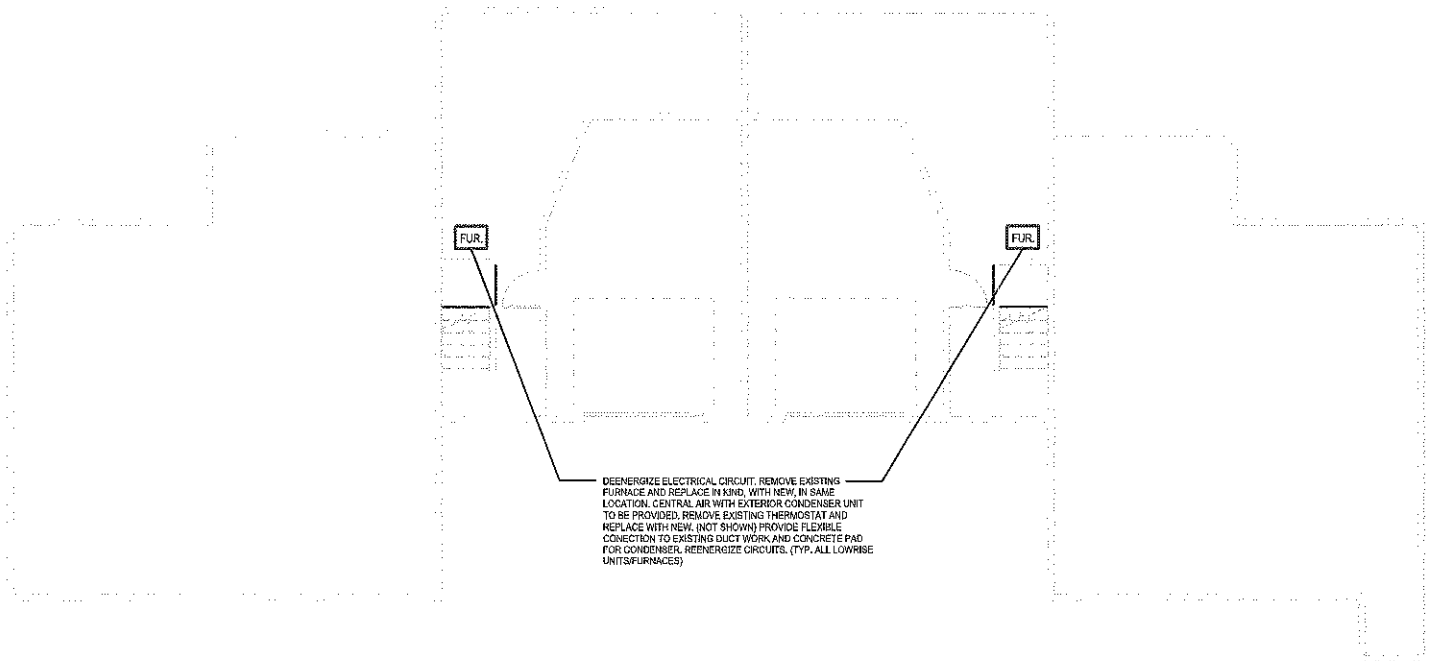
Schematic Design

Low Rise - Type A
Second Floor
HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

H-112



1 Basement HVAC Plan
1/8" = 1'-0"

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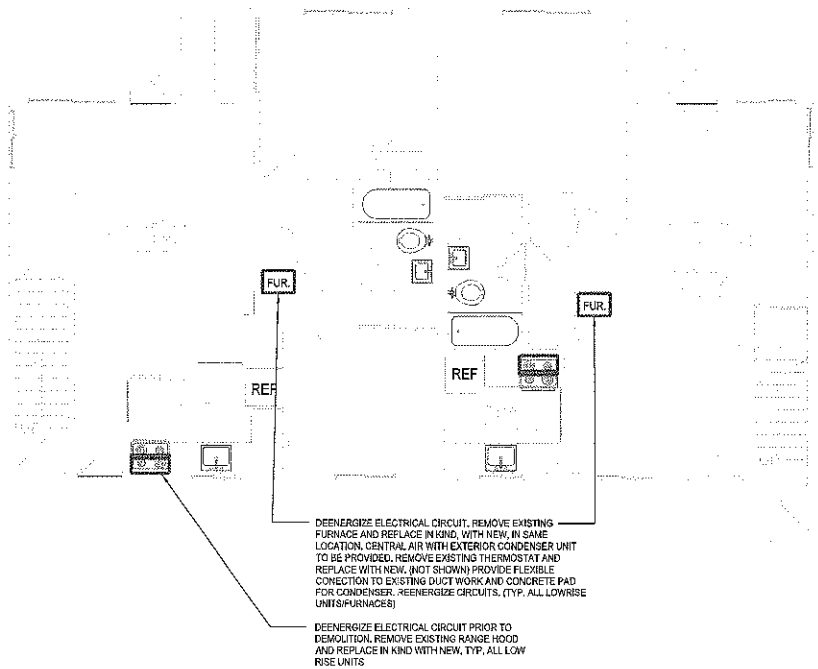
Schematic Design

Low Rise - Type A Basement Floor HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 13074B

H-113



1 First Floor HVAC Plan
1/8" = 1'-0"

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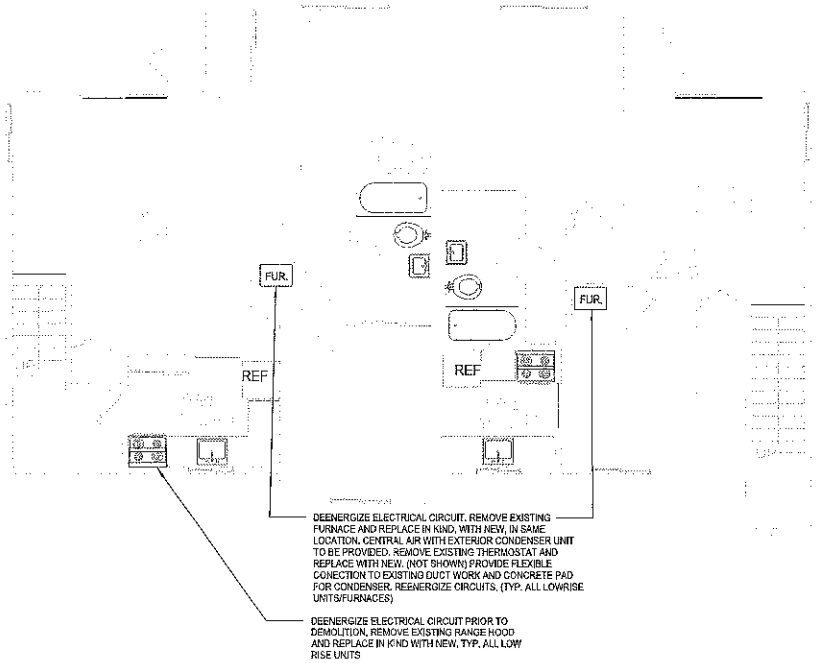
Schematic Design

Low Rise - Type B
First Floor
HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

H-114



1 Second Floor HVAC Plan
1/8" = 1'-0"

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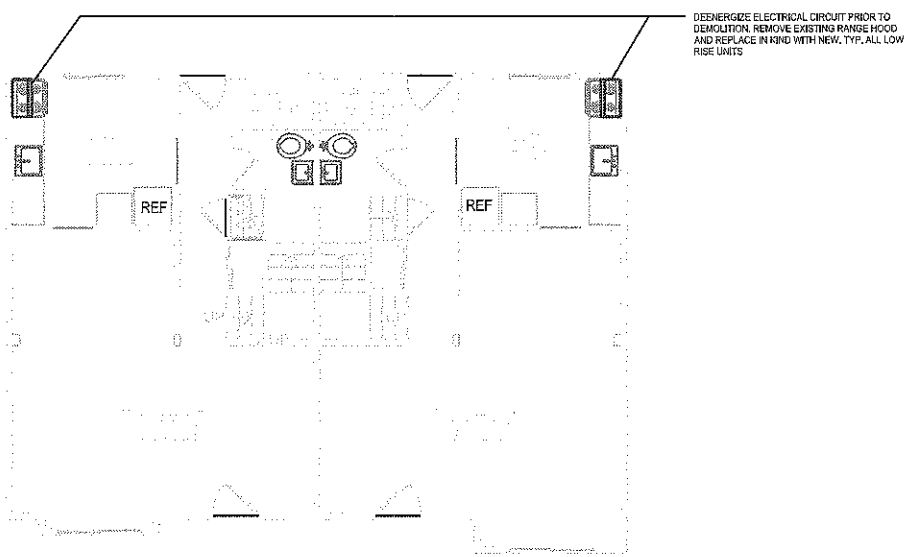
Schematic Design

Low Rise - Type B
Second Floor
HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

H-115



1 First Floor HVAC Plan
1/8" = 1'-0"

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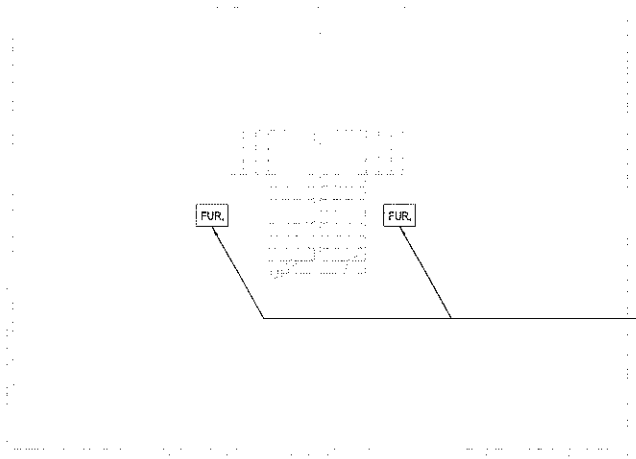
Schematic Design

Low Rise - Type C
First Floor
HVAC Plan

ISSUED: 12/05/2018
R3A PROJECT # 1507-48

H-116



1 Basement HVAC Plan
1/8" = 1'-0"

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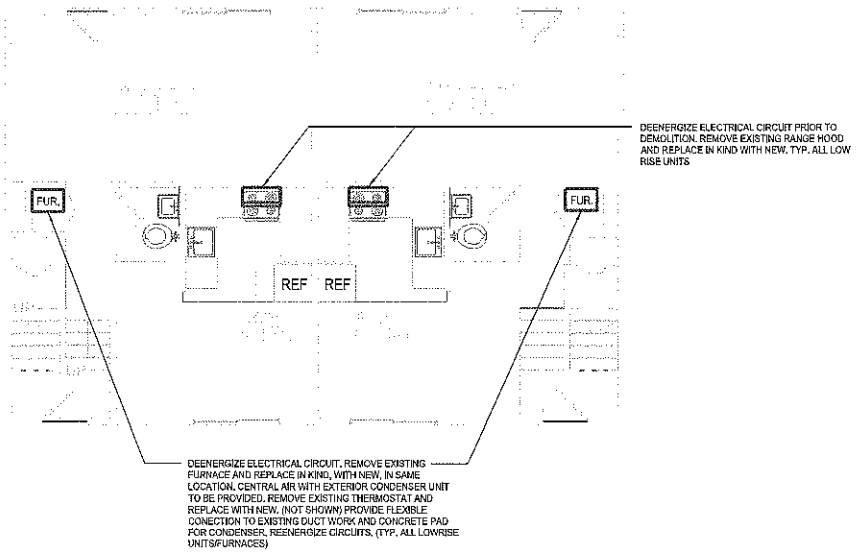
Schematic Design

Low Rise - Type C Basement Floor HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

H-118



1 First Floor HVAC Plan
1/8" = 1'-0"

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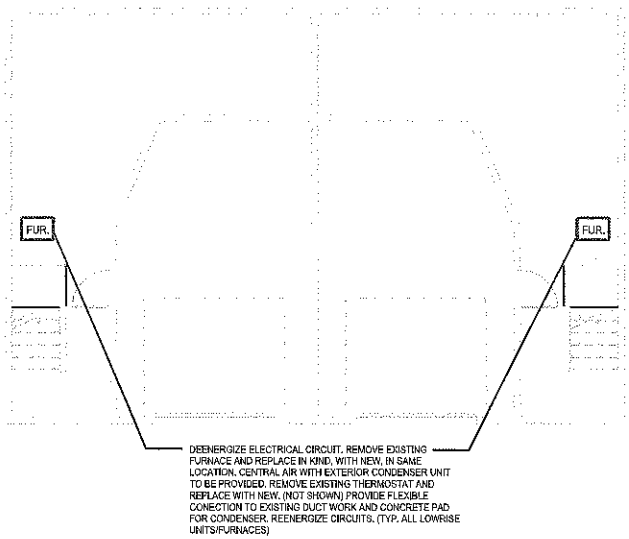
Schematic Design

Low Rise - Type D
First Floor
HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507.10

H-119



1 Basement HVAC Plan
1/8" = 1'-0"

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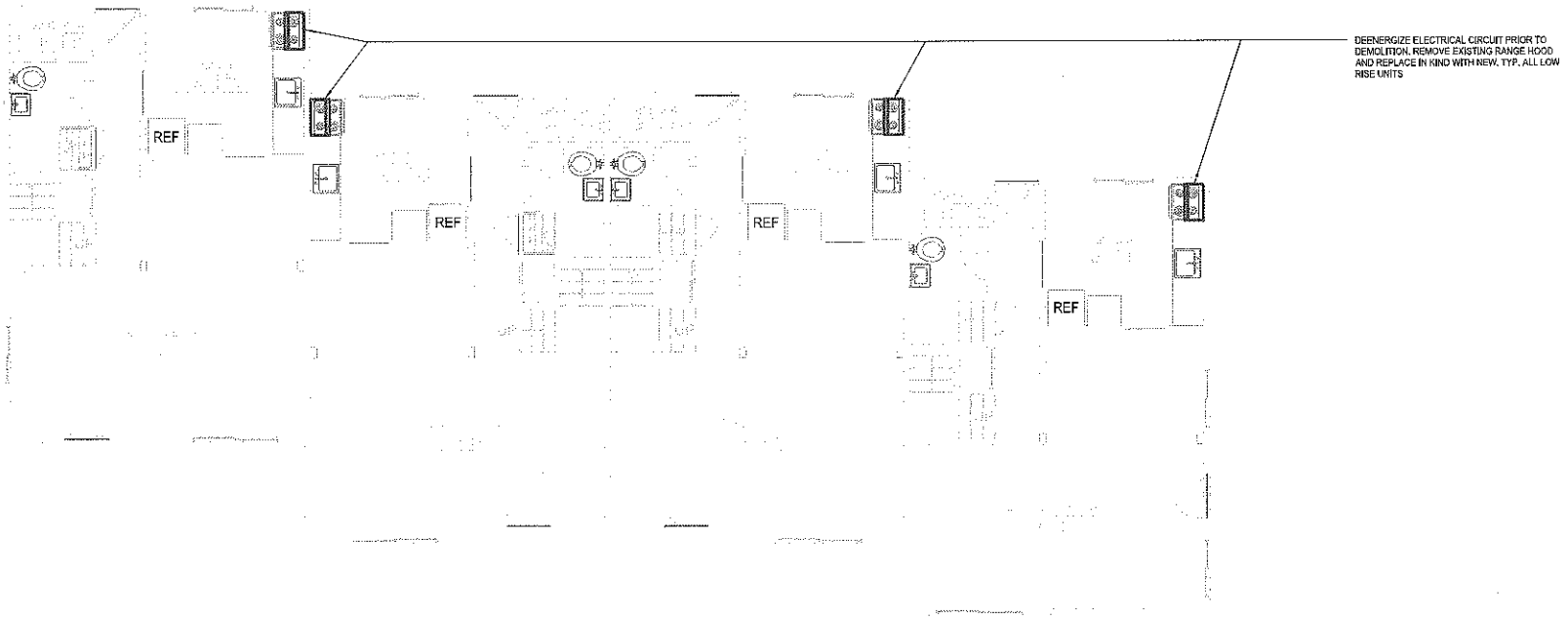
Schematic Design

Low Rise - Type D Basement Floor HVAC Plan

ISSUED: 12/09/2016
R3A PROJECT #: 15074B

H-121



1 First Floor HVAC Plan
1/8" = 1'-0"

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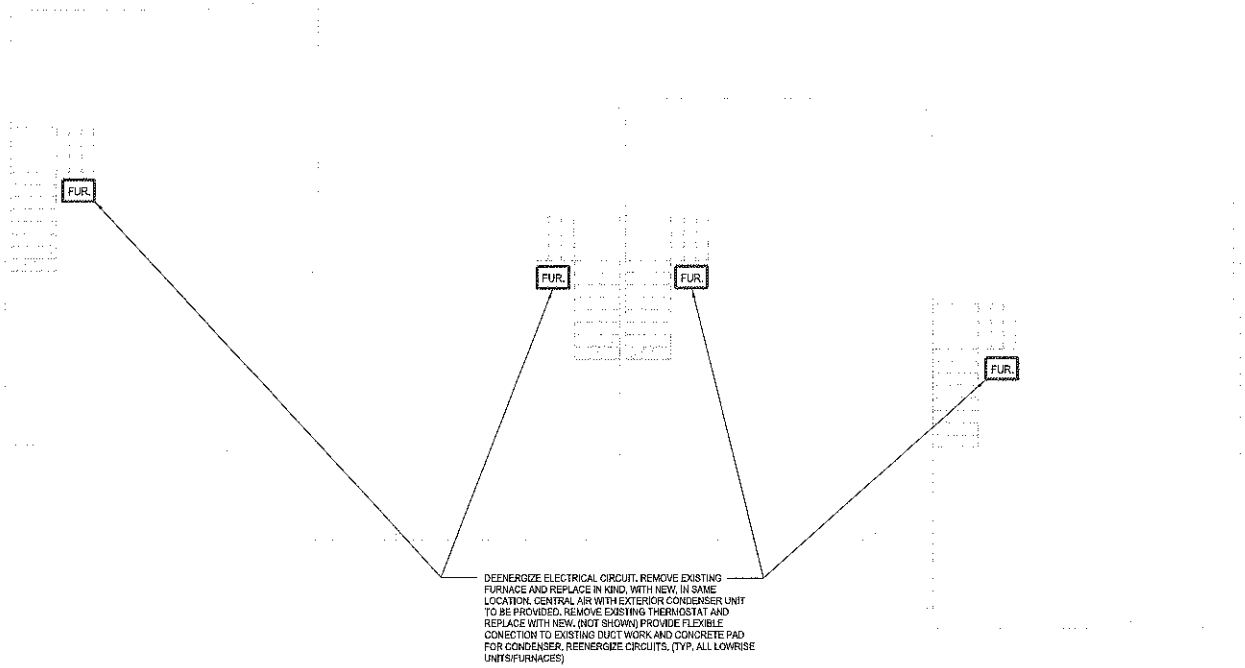
Schematic Design

Low Rise - Type E
First Floor
HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

H-122



1 Basement HVAC Plan
1/8" = 1'-0"

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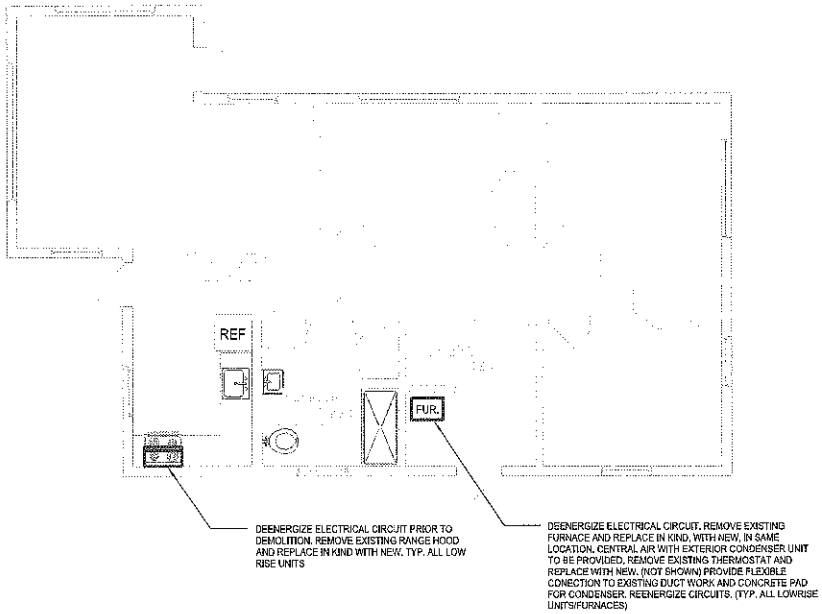
Schematic Design

Low Rise - Type E Basement Floor HVAC Plan

ISSUED: 12/05/2016

R3A PROJECT #: 15074B

H-124



1 First Floor HVAC Plan
1/8" = 1'-0"

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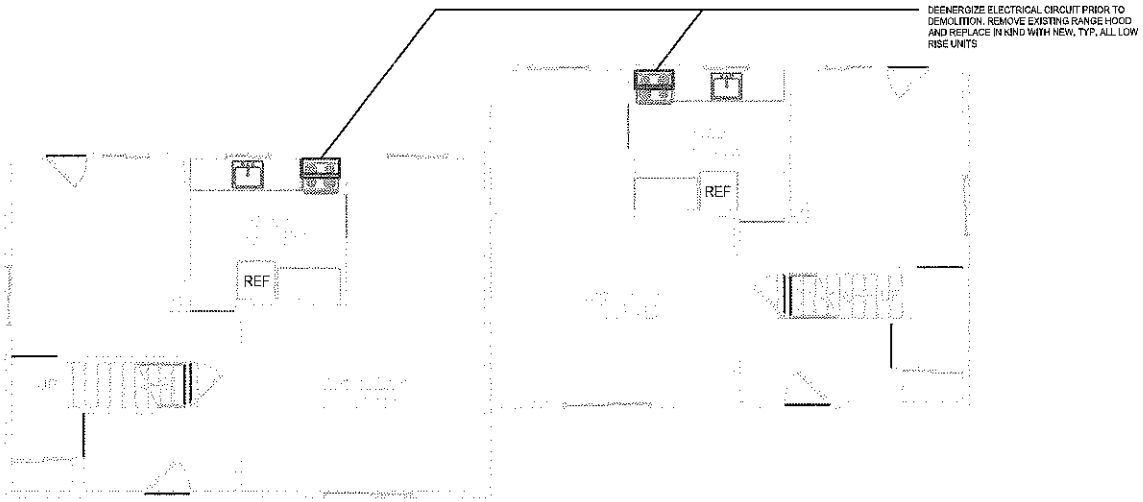
Schematic Design

Low Rise - Type F UFAS First Floor HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

H-125



1 First Floor HVAC Plan
1/8" = 1'-0"

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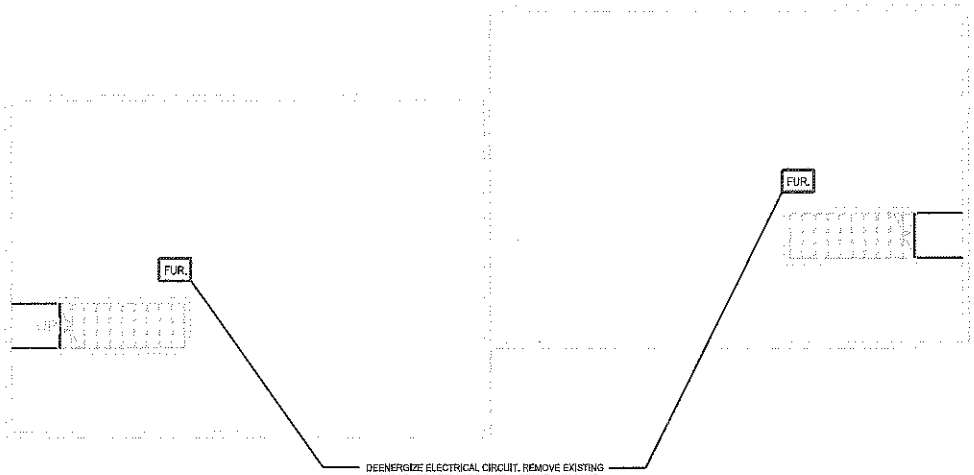
Schematic Design

Low Rise - Type G
First Floor
HVAC Plan

ISSUED: 12/05/2016

R3A PROJECT #: 1507-13

H-126



1 Basement HVAC Plan
1/8" = 1'-0"

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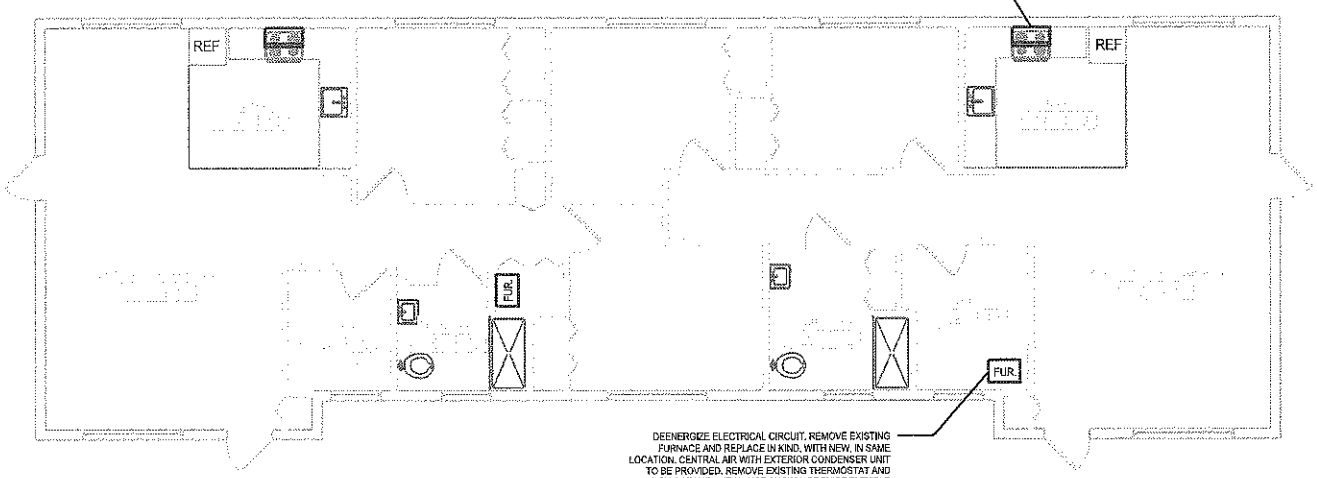
Schematic Design

Low Rise - Type G Basement Floor HVAC Plan

ISSUED:	12/05/2016
R3A PROJECT #:	16074B

H-128



1 First Floor HVAC Plan
1/8" = 1'-0"

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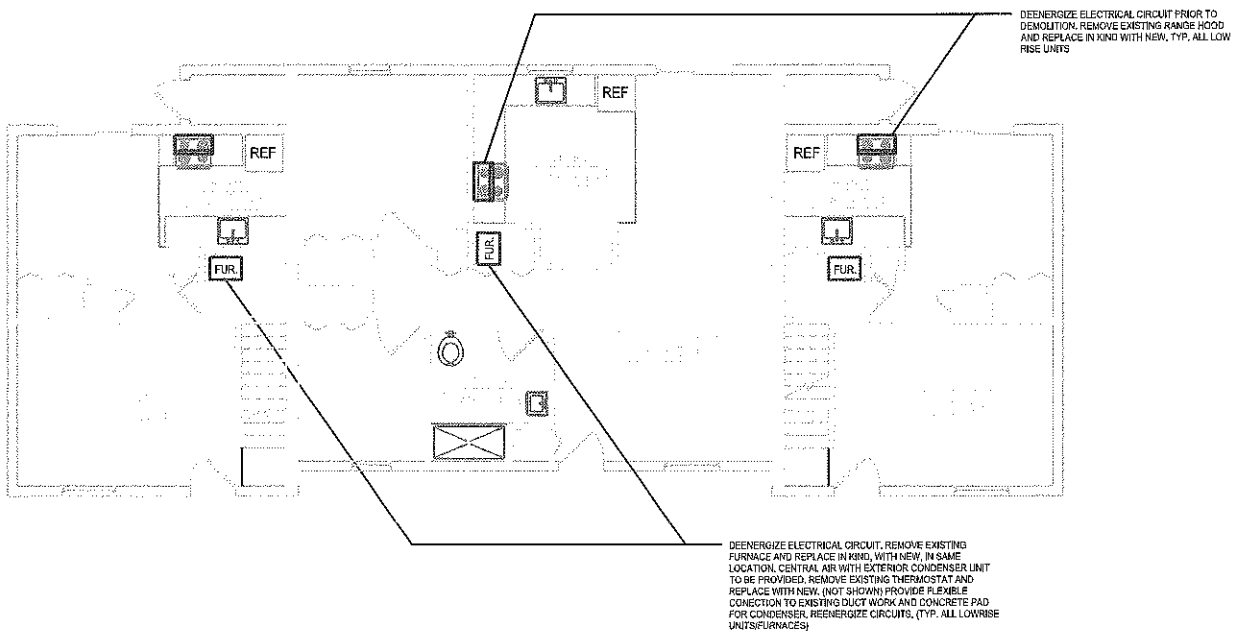
Schematic Design

Low Rise - Type H UFAS First Floor HVAC Plan

ISSUED: 12/05/2016

R3A PROJECT #: 1507-02

H-130



1 First Floor HVAC Plan
1/8" = 1'-0"

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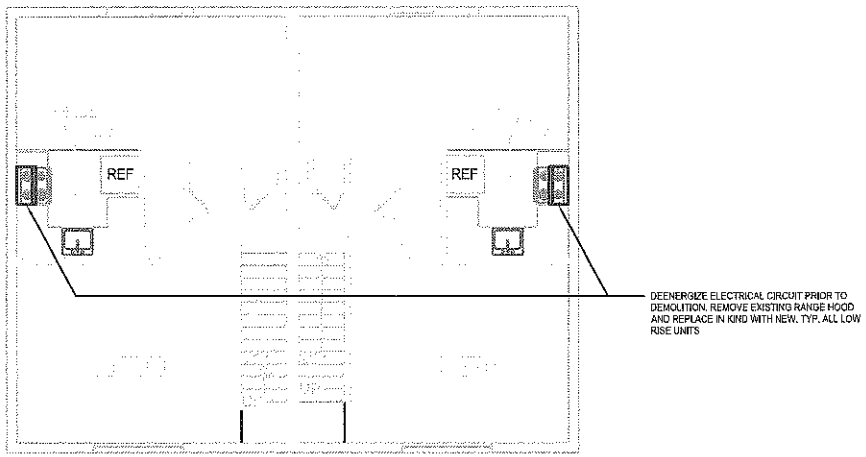
Schematic Design

Low Rise - Type J
First Floor
HVAC Plan

ISSUED: 12/05/2016

R3A PROJECT # 1607-18

H-131



1 First Floor HVAC Plan
1/8" = 1'-0"

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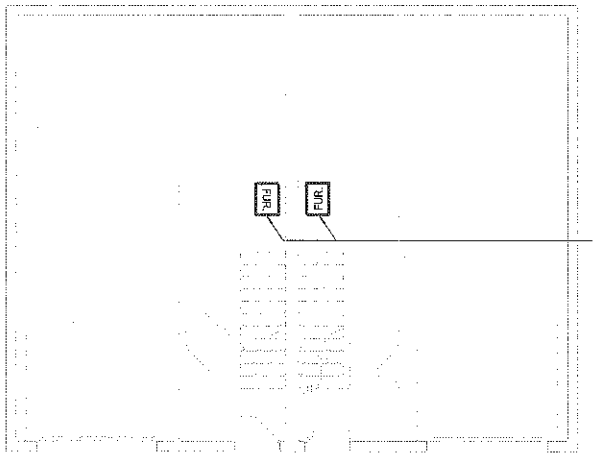
Schematic Design

Low Rise - Type K
First Floor
HVAC Plan

ISSUED: 12/16/2016
R3A PROJECT # 1507.15

H-133



1 Basement HVAC Plan
1/8" = 1'-0"

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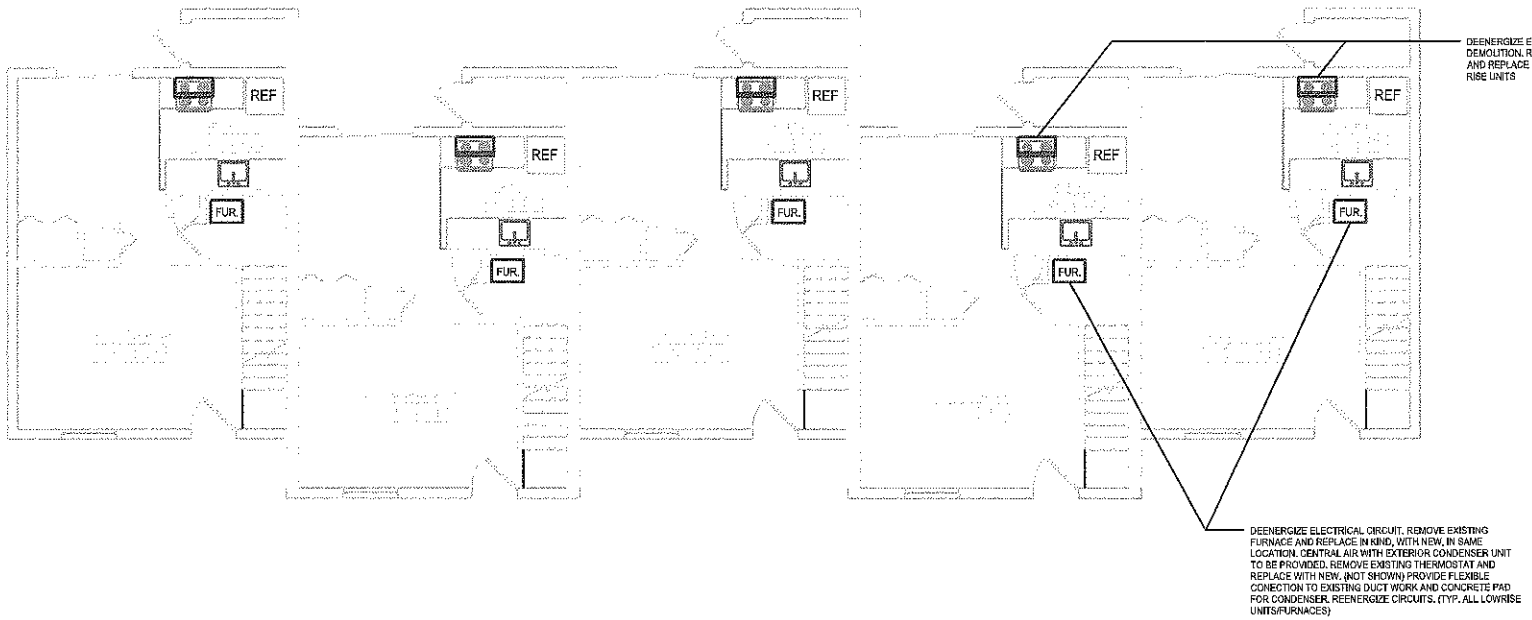
Schematic Design

Low Rise - Type K Basement Floor HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

H-135



1 First Floor HVAC Plan
1/8" = 1'-0"

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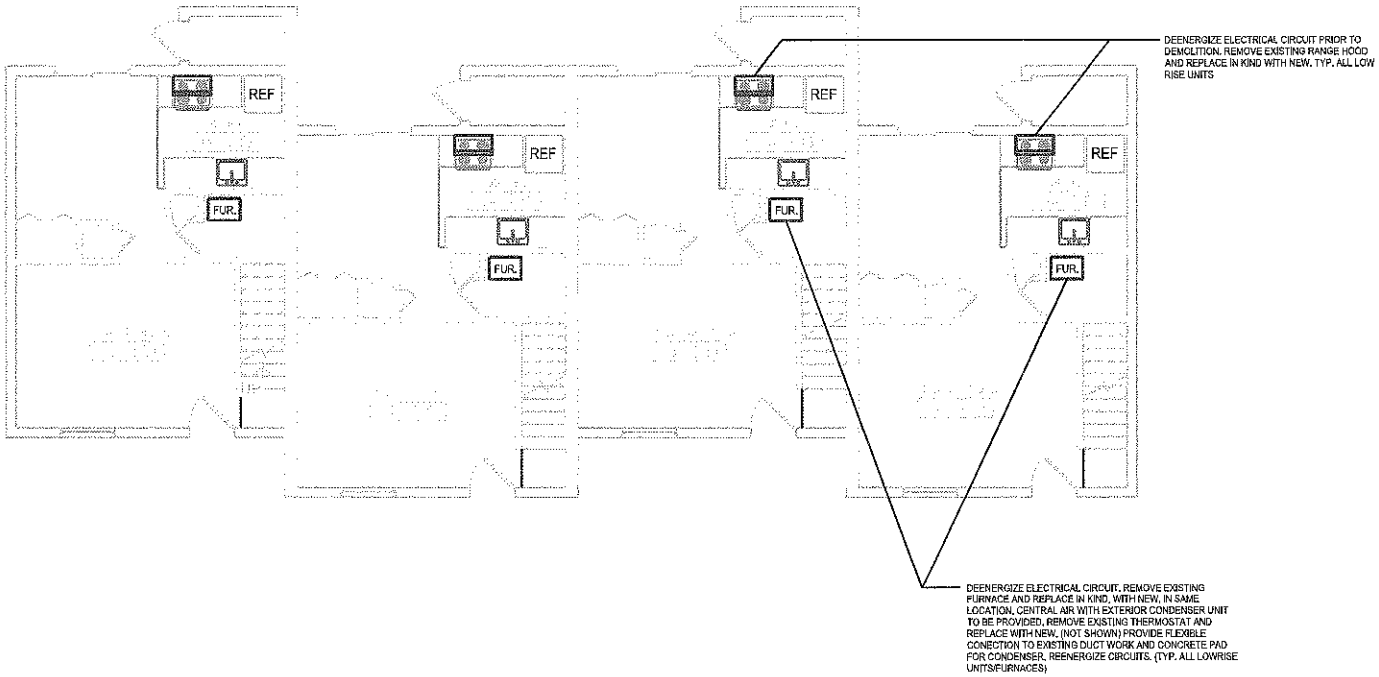
Schematic Design

Low Rise - Type L
First Floor
HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

H-136



1 First Floor HVAC
Plan = 1'-0"

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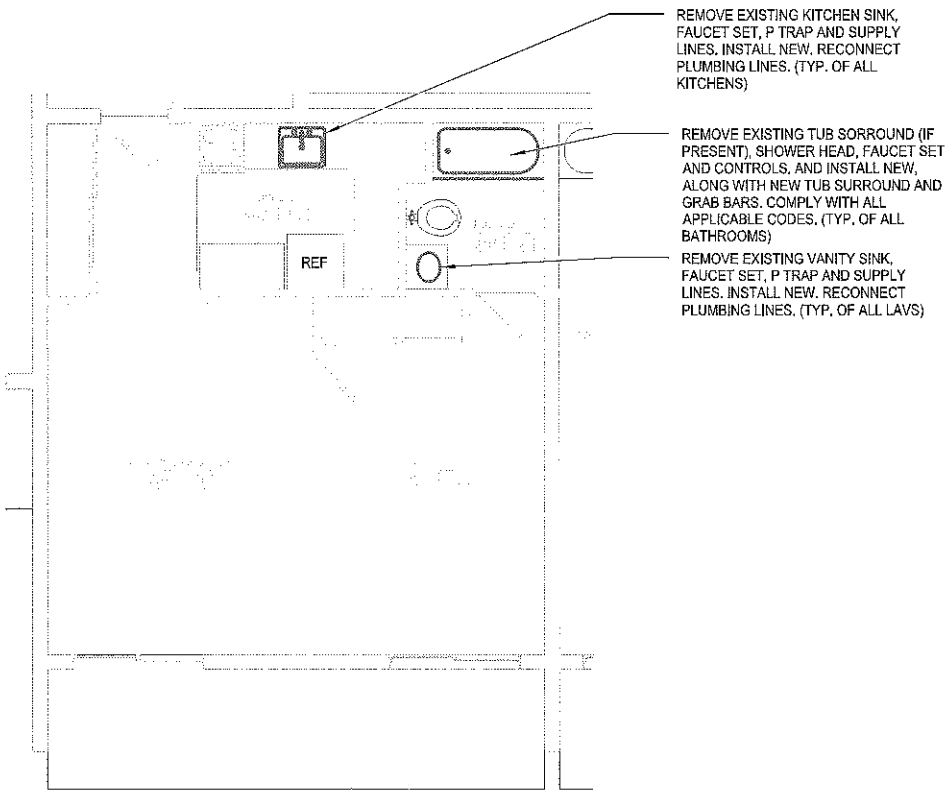
Schematic Design

Low Rise - Type M
First Floor
HVAC Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507-18

H-138



1 Small One Bedroom Enlarged Plumbing Plan
3/16" = 1'-0"

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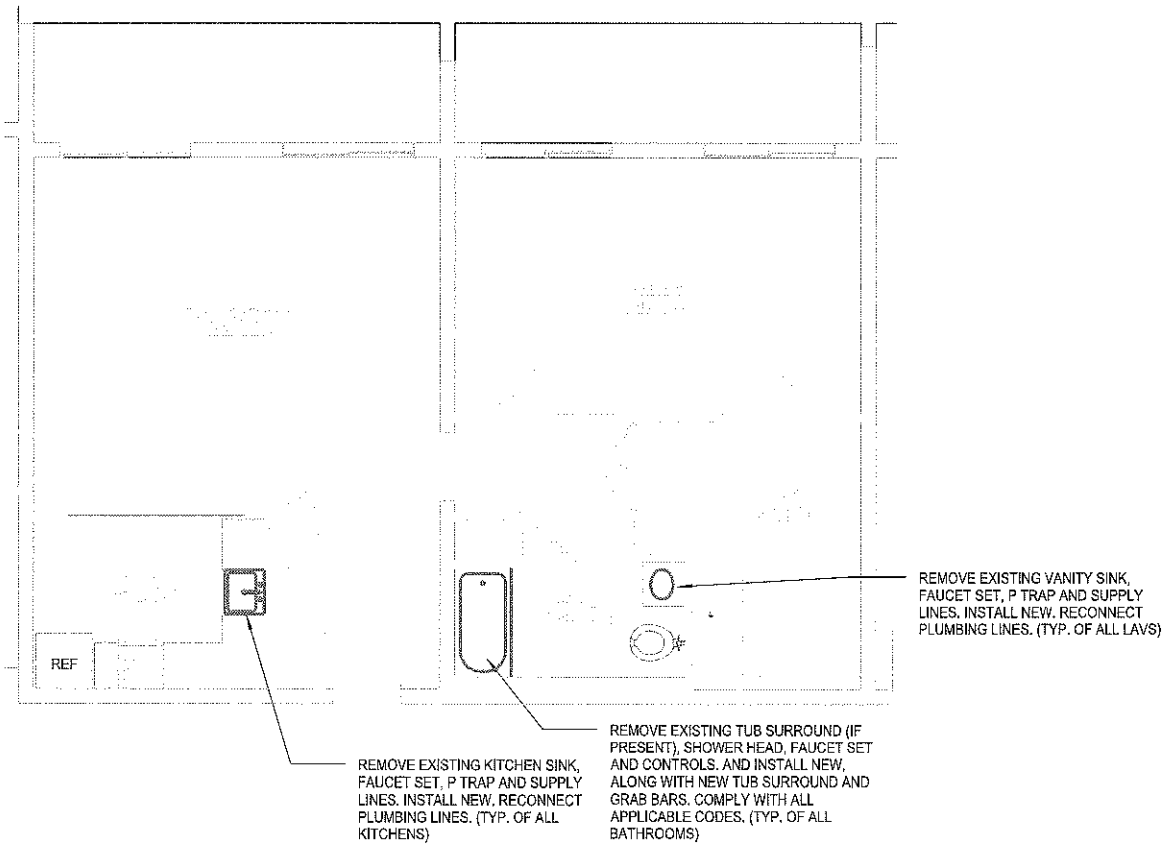
Schematic Design

High Rise - Small One Bedroom Enlarged Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507-19

P-105



1 Large One Bedroom Enlarged Plumbing Plan
3/16" = 1'-0"

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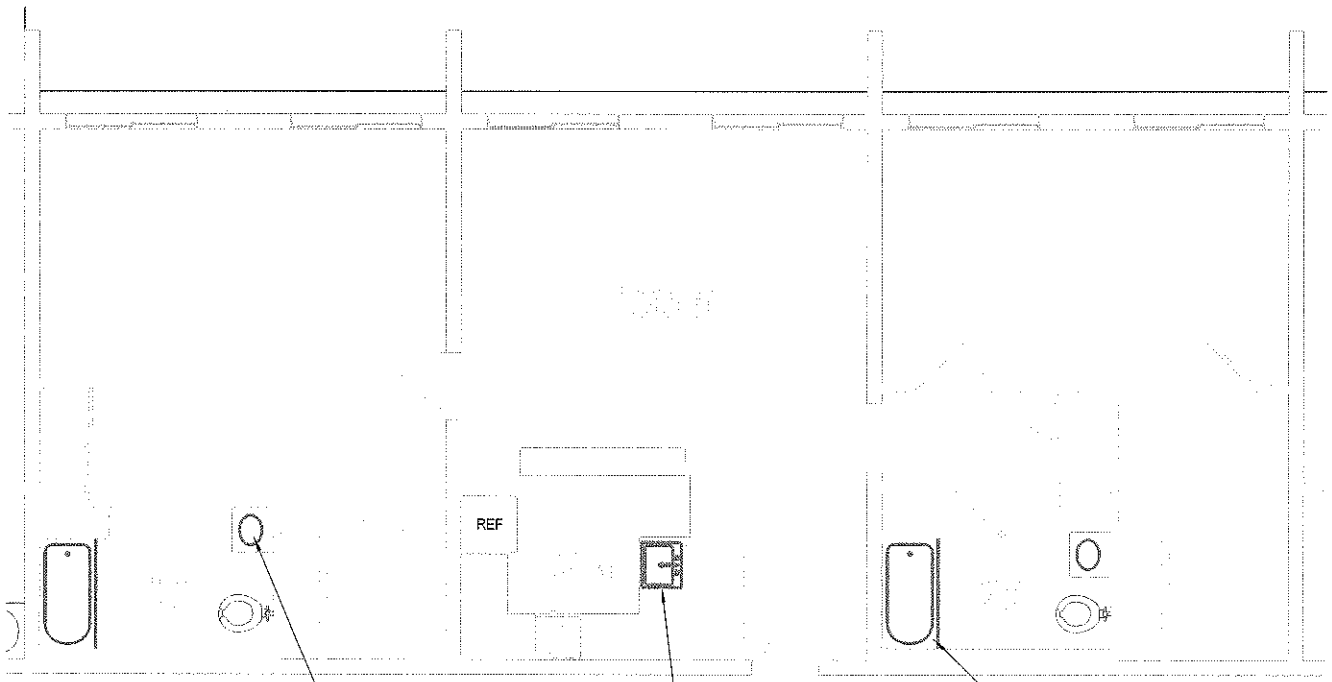
Schematic Design

High Rise - Large One Bedroom Enlarged Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 150748

P-106



1 UFAS Two Bedroom Enlarged Plumbing Plan
3/16" = 1'-0"

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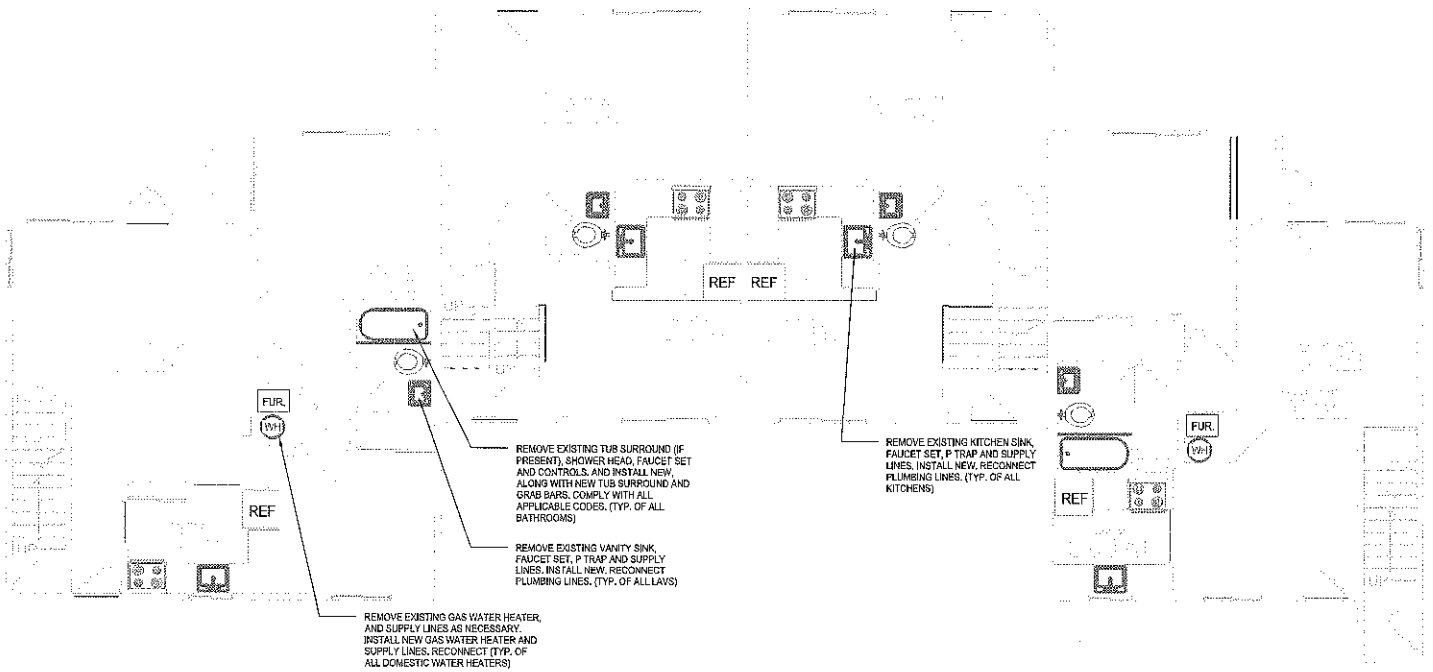
Schematic Design

High Rise - UFAS Two Bedroom Enlarged Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

P-107



1 First Floor Plumbing Plan
1/8" = 1'-0"

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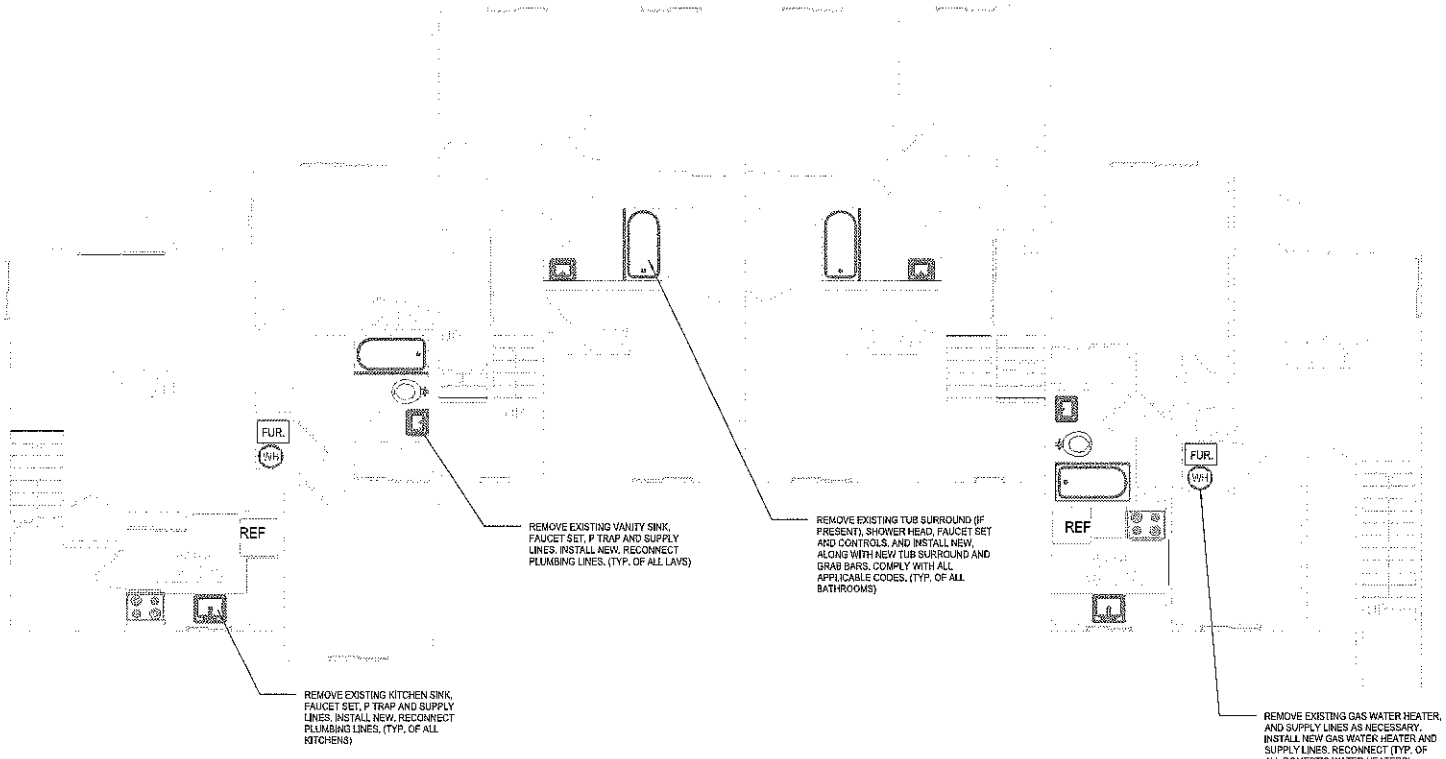
Schematic Design

Low Rise - Type A
First Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 150746

P-111



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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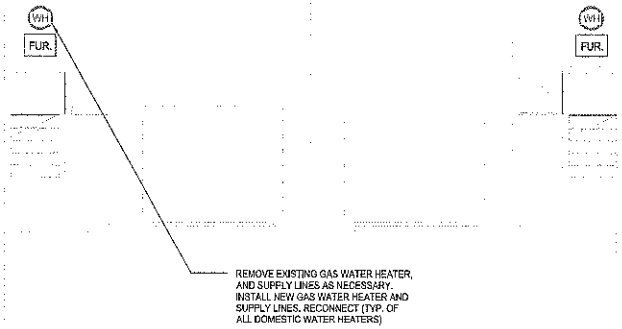
Schematic Design

Low Rise - Type A
Second Floor
Plumbing Plan

ISSUED: 12/05/2016

R3A PROJECT # 1507415

P-112



1 Basement Plumbing Plan
1/8" = 1'-0"

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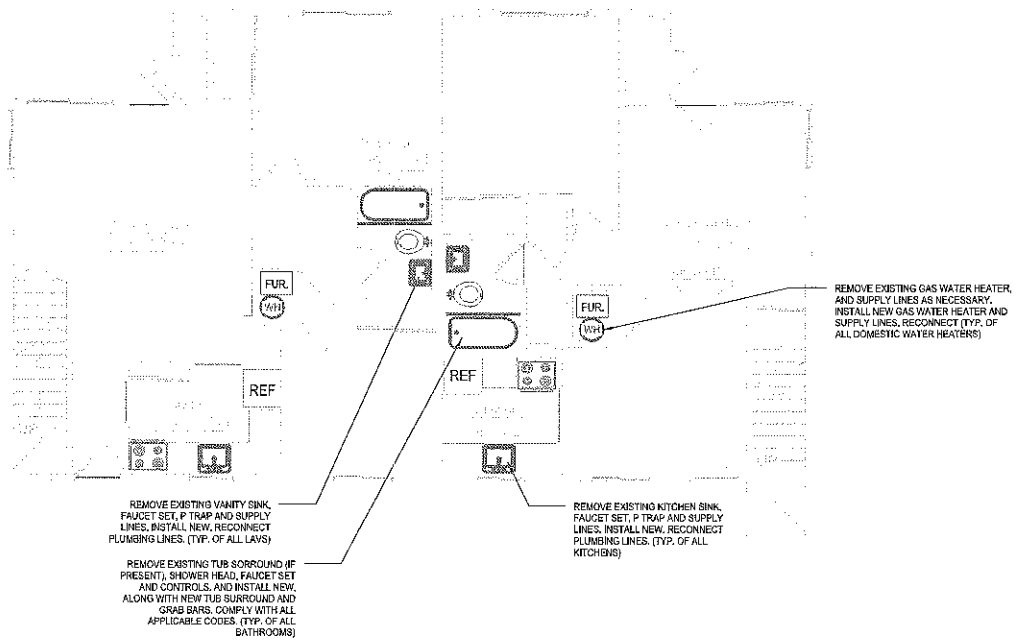
Schematic Design

Low Rise - Type A Basement Floor Plumbing Plan

ISSUED:	12/15/2016
R3A PROJECT #	1507/15

P-113



1 First Floor Plumbing Plan
1/8" = 1'-0"

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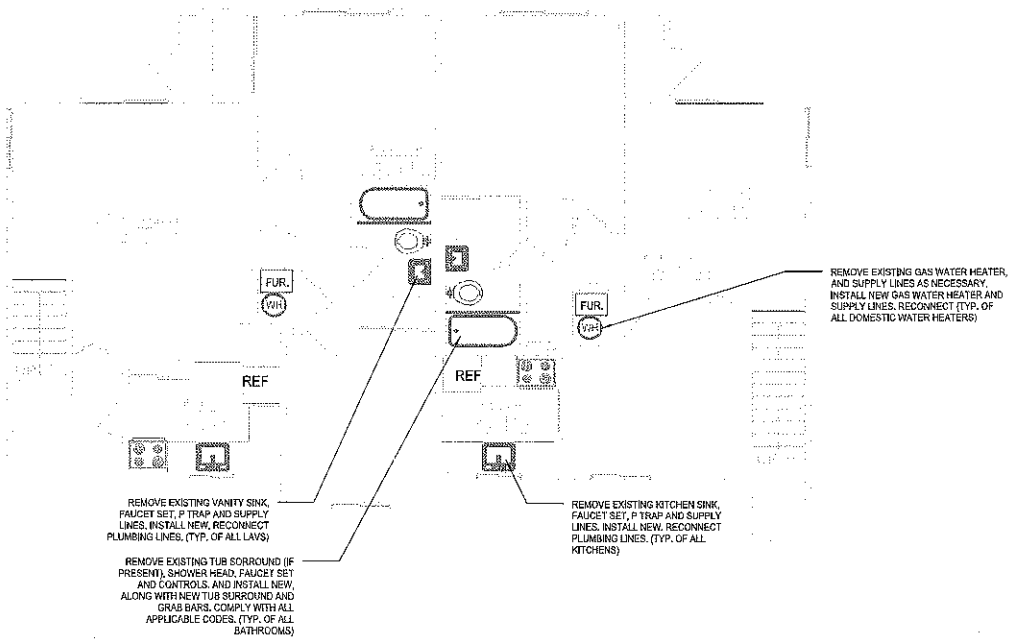
Schematic Design

Low Rise - Type B
First Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

P-114



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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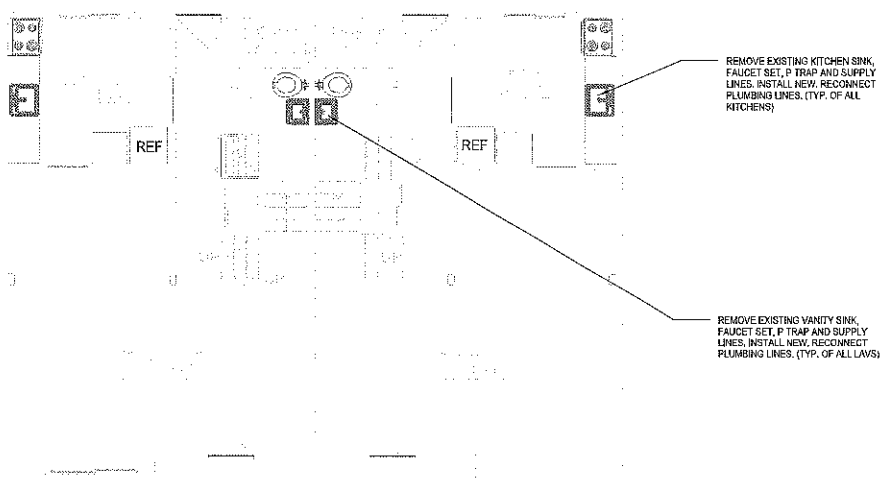
Schematic Design

Low Rise - Type B
Second Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

P-115



1 First Floor Plumbing Plan
1/8" = 1'-0"

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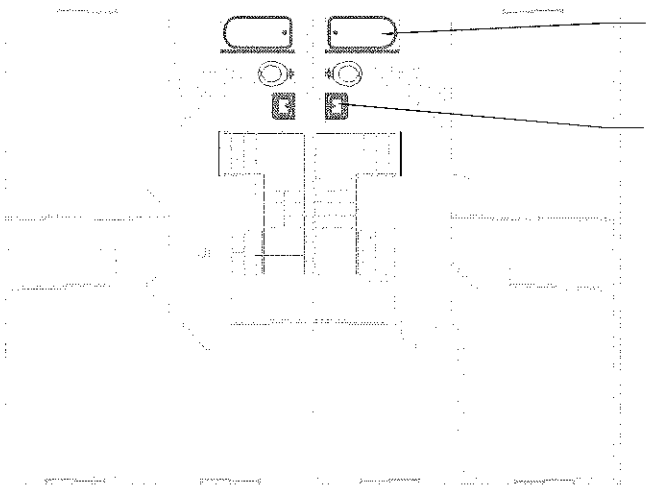
Schematic Design

Low Rise - Type C
First Floor
Plumbing Plan

ISSUED:	12/05/2016
R3A PROJECT #:	15074B

P-116



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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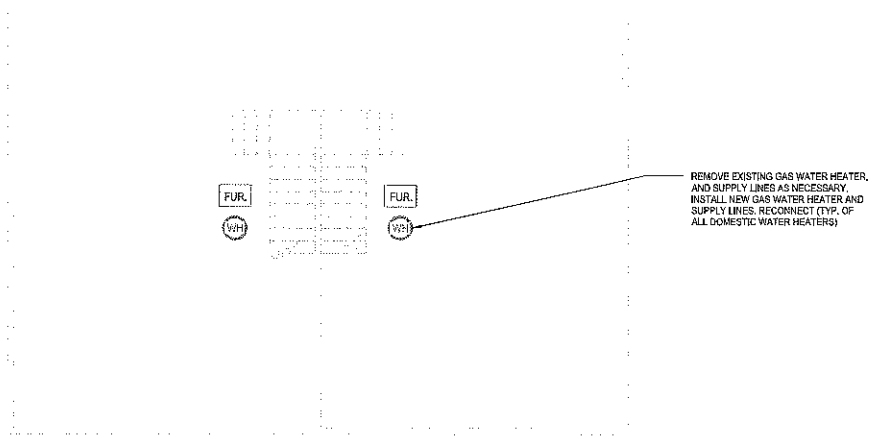
Schematic Design

Low Rise - Type C
Second Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507-18

P-117



1 Basement Plumbing Plan
1/8" = 1'-0"

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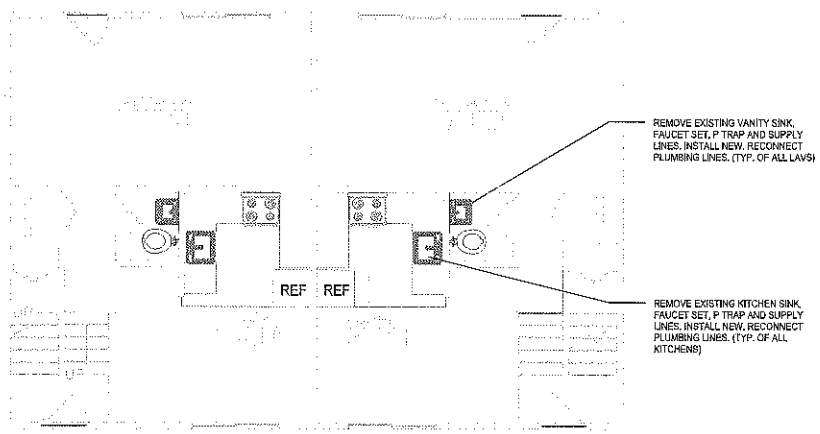
Schematic Design

Low Rise - Type C
Basement Floor Plumbing Plan

ISSUED:	12/05/2016
R3A PROJECT #	15074B

P-118



1 First Floor Plumbing Plan
1/8" = 1'-0"

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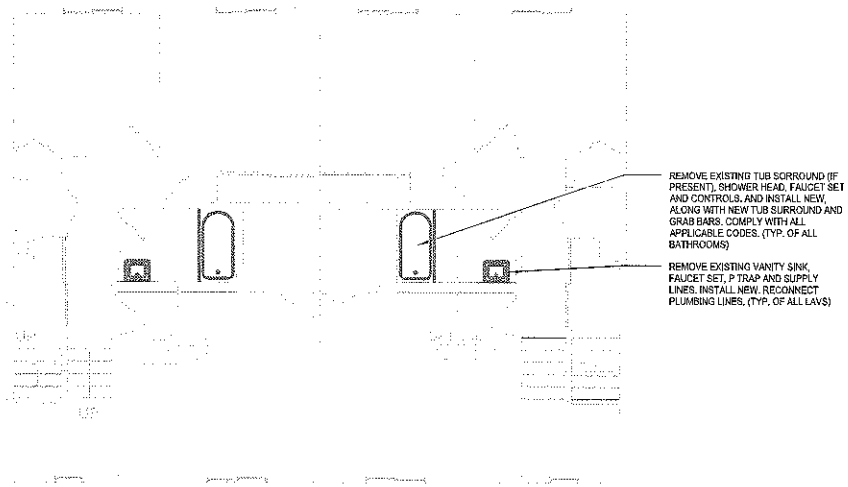
Schematic Design

Low Rise - Type D
First Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507.18

P-119



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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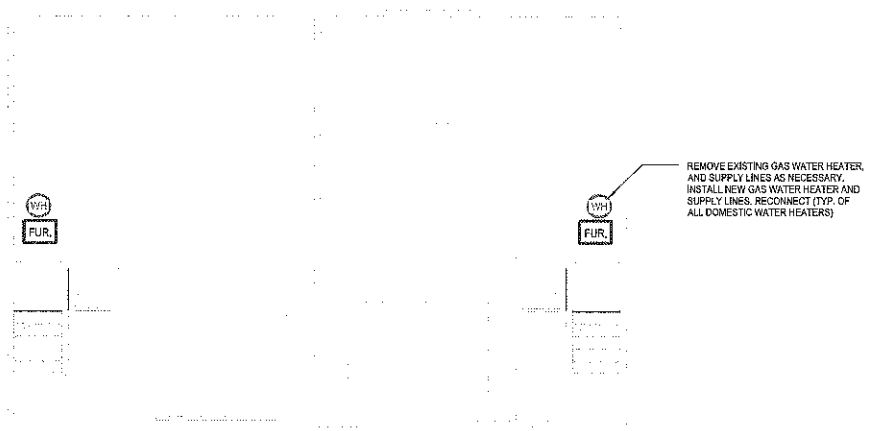
Schematic Design

Low Rise - Type D
Second Floor
Plumbing Plan

ISSUED:	12/05/2016
R3A PROJECT #	15074B

P-120



1 Basement Plumbing Plan
1/8" = 1'-0"

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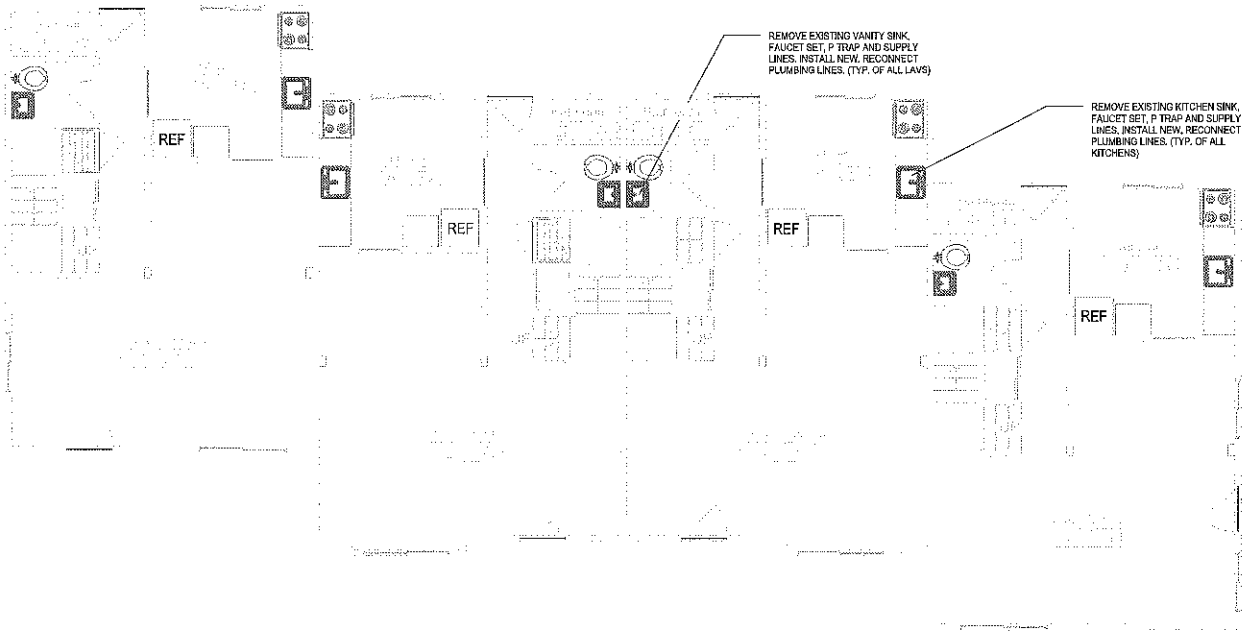
Schematic Design

Low Rise - Type D
Basement Floor Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507.03

P-121



1 First Floor Plumbing Plan
1/8" = 1'-0"

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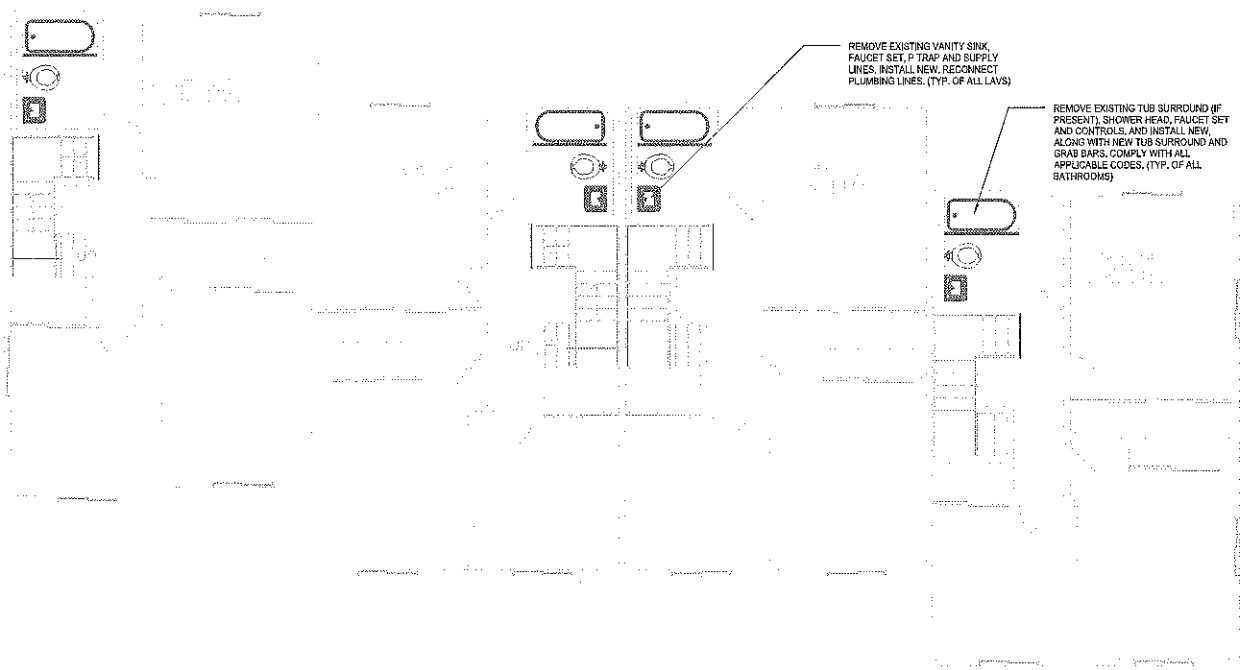
Schematic Design

Low Rise - Type E
First Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15077.18

P-122



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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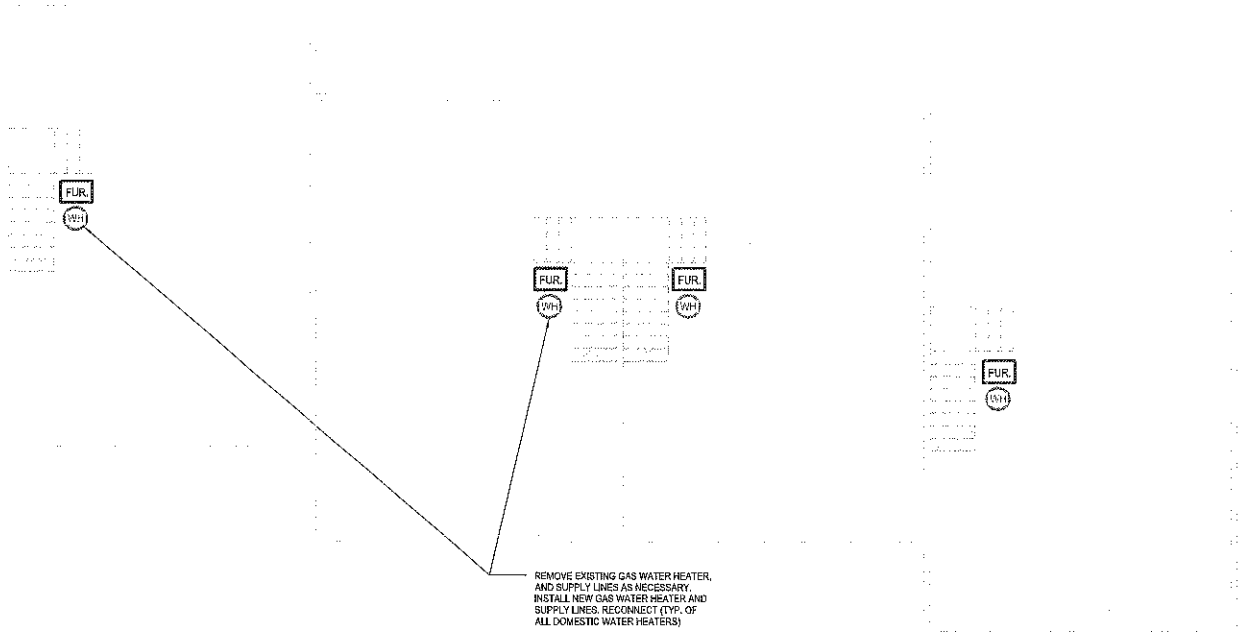
Schematic Design

Low Rise - Type E
Second Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT # 1507-18

P-123



1 Basement Plumbing Plan
1/8" = 1'-0"

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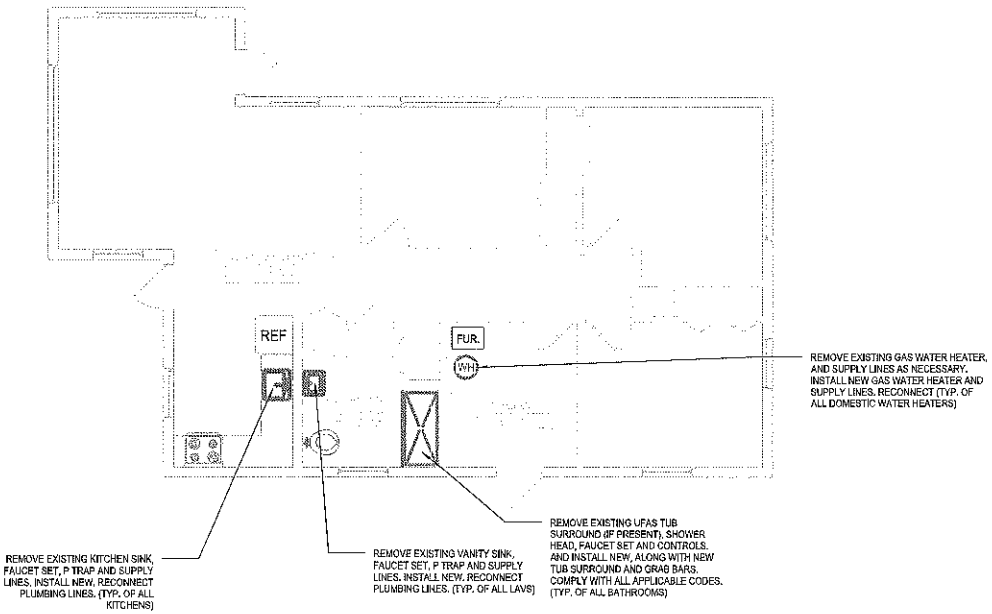
Schematic Design

Low Rise - Type E Basement Floor Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

P-124



1 First Floor Plumbing Plan
1/8" = 1'-0"

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

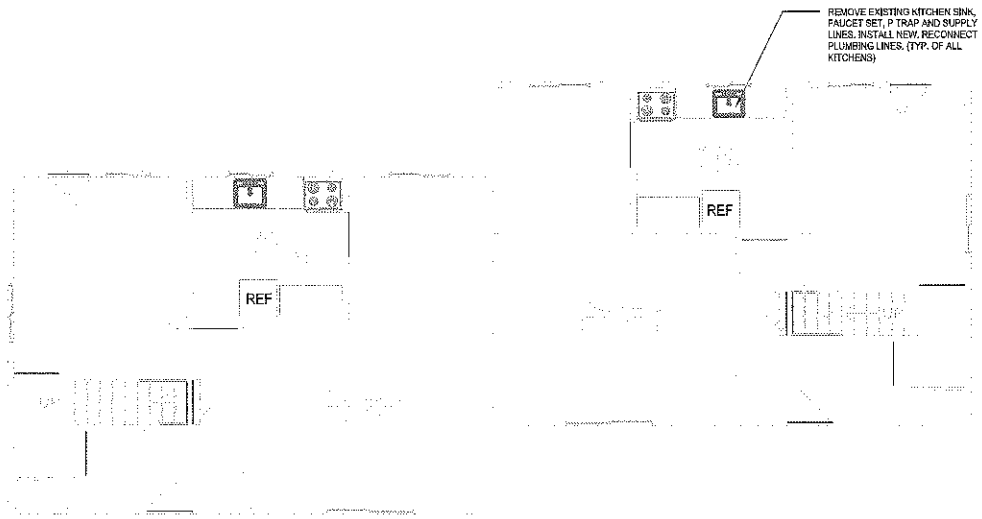
945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type F UFAS First Floor Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507.4B

P-125



1 First Floor Plumbing Plan
1/8" = 1'-0"

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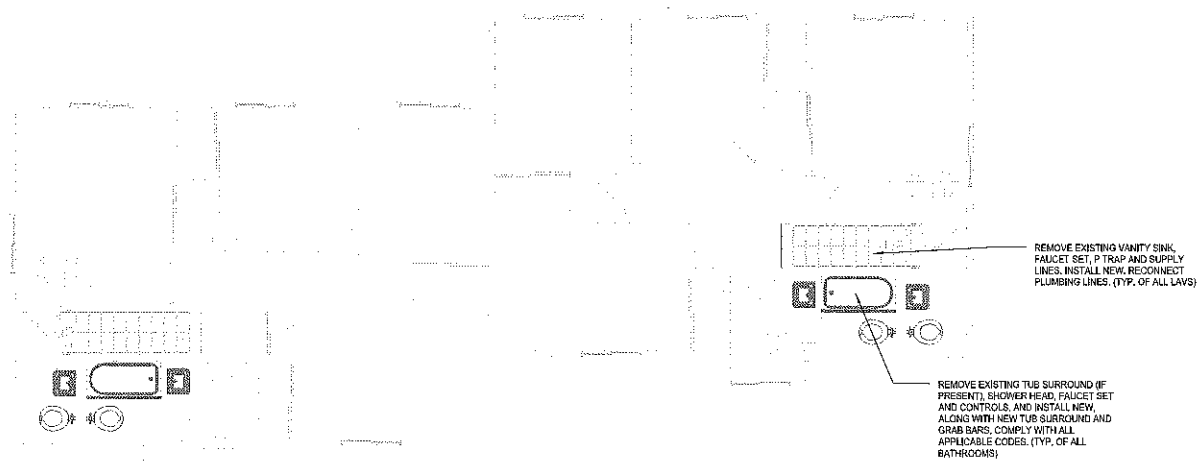
Schematic Design

Low Rise - Type G
First Floor
Plumbing Plan

ISSUED:	12/05/2016
R3A PROJECT #	15074B

P-126



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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Schematic Design

Low Rise - Type G
Second Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 150748

P-127

1 Basement Plumbing Plan
1/8" = 1'-0"

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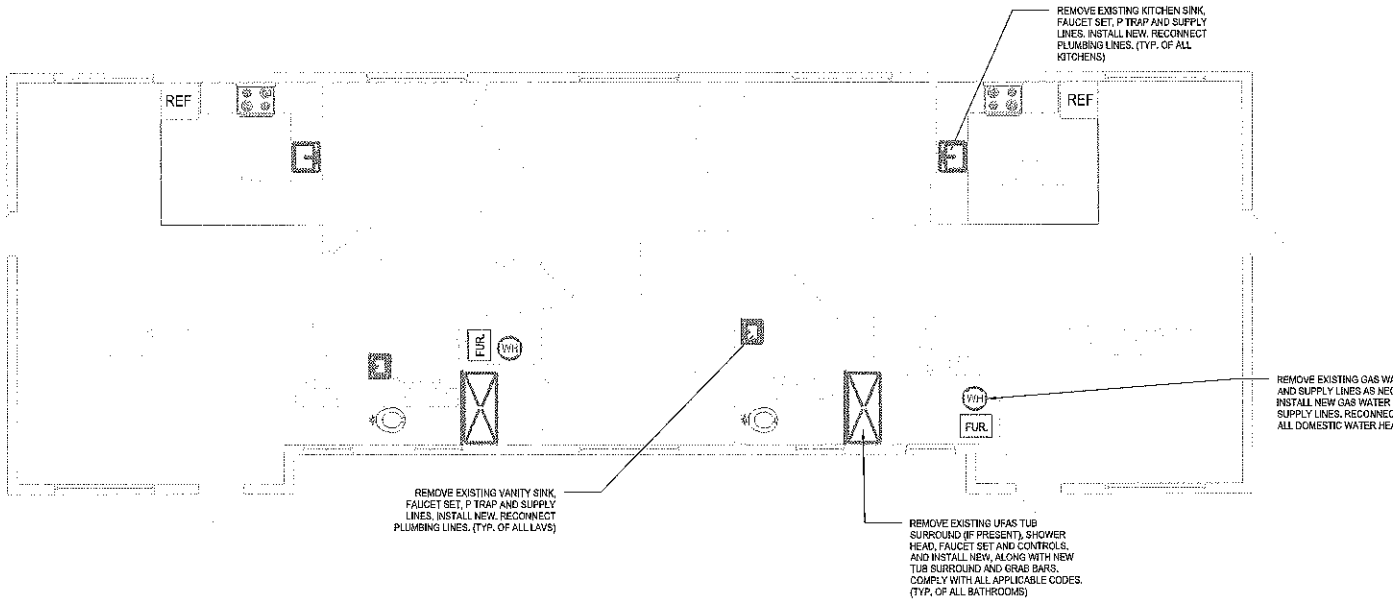
Schematic Design

Low Rise - Type G Basement Floor Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507-18

P-128



1 First Floor Plumbing Plan
1/8" = 1'-0"

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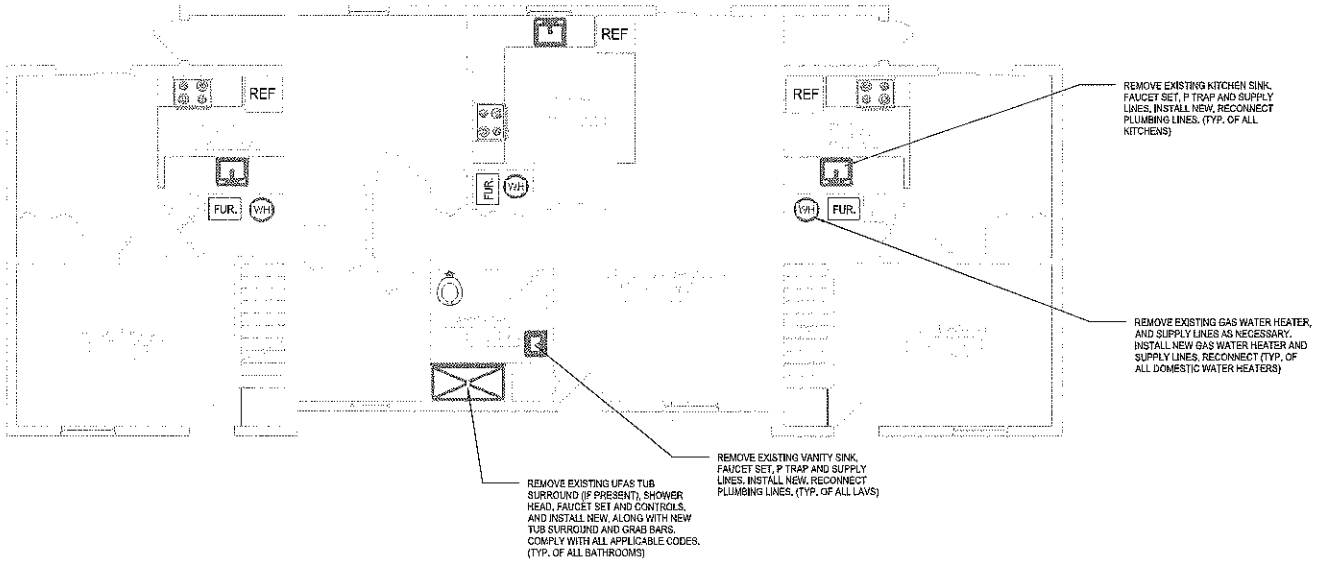
Schematic Design

Low Rise - Type H UFAS First Floor Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

P-130



1 First Floor PLumbing Plan
1/8" = 1'-0"

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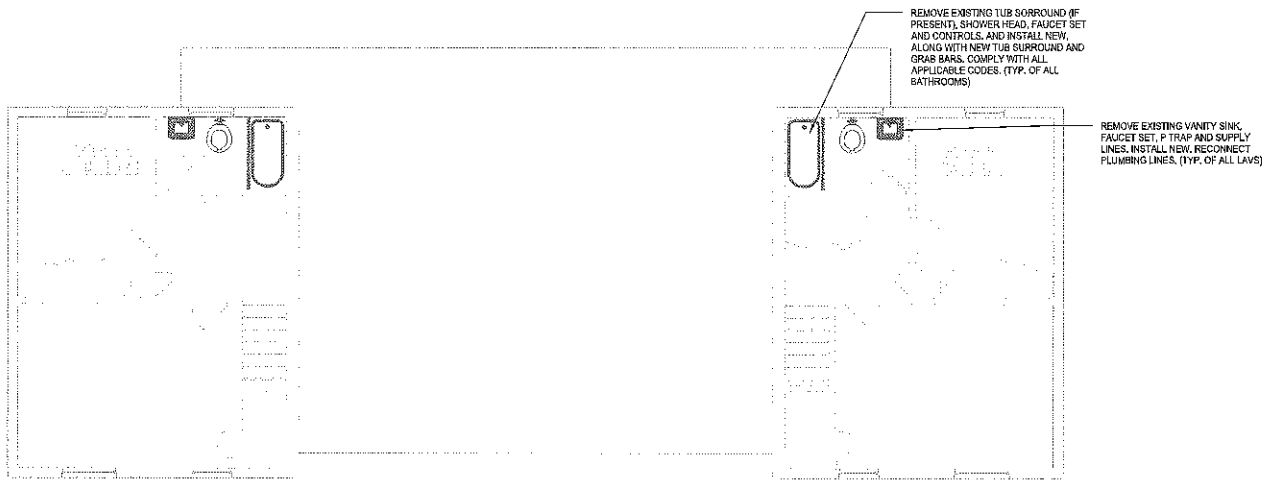
Schematic Design

Low Rise - Type J
First Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

P-131



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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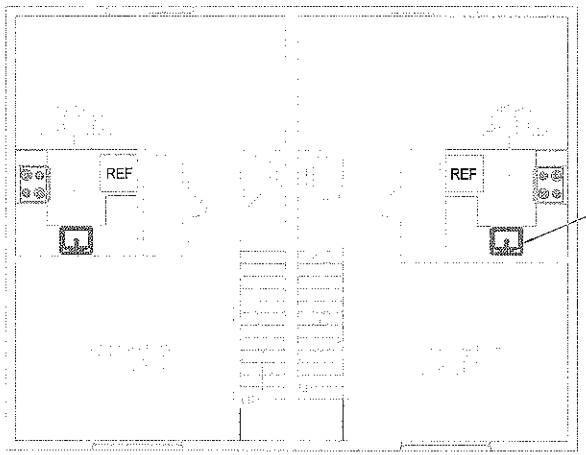
Schematic Design

Low Rise - Type J
Second Floor
PLumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

P-132



1 First Floor Plumbing Plan
1/8" = 1'-0"

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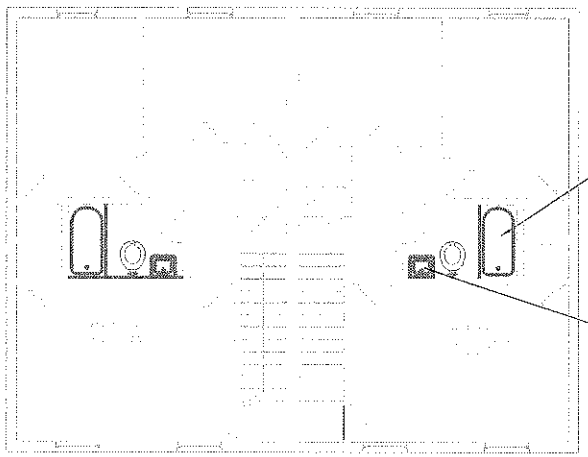
Schematic Design

Low Rise - Type K
First Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT # 15J748

P-133



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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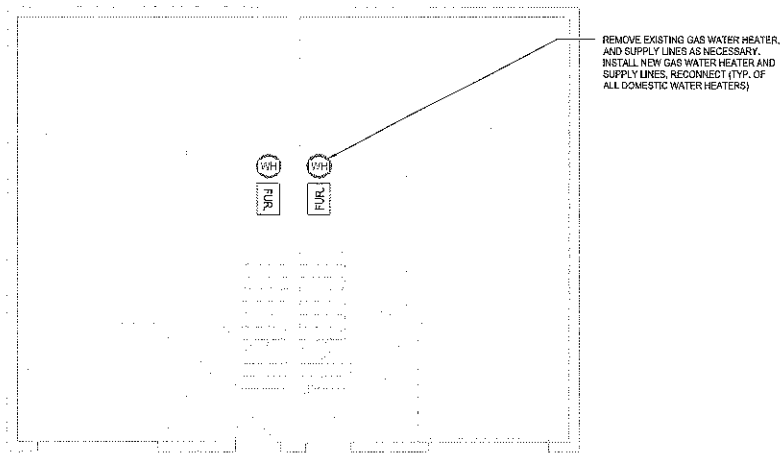
Schematic Design

Low Rise - Type K Second Floor Plumbing Plan

ISSUED:	12/05/2016
R3A PROJECT #	15074B

P-134



1 Basement Plumbing Plan
1/8" = 1'-0"

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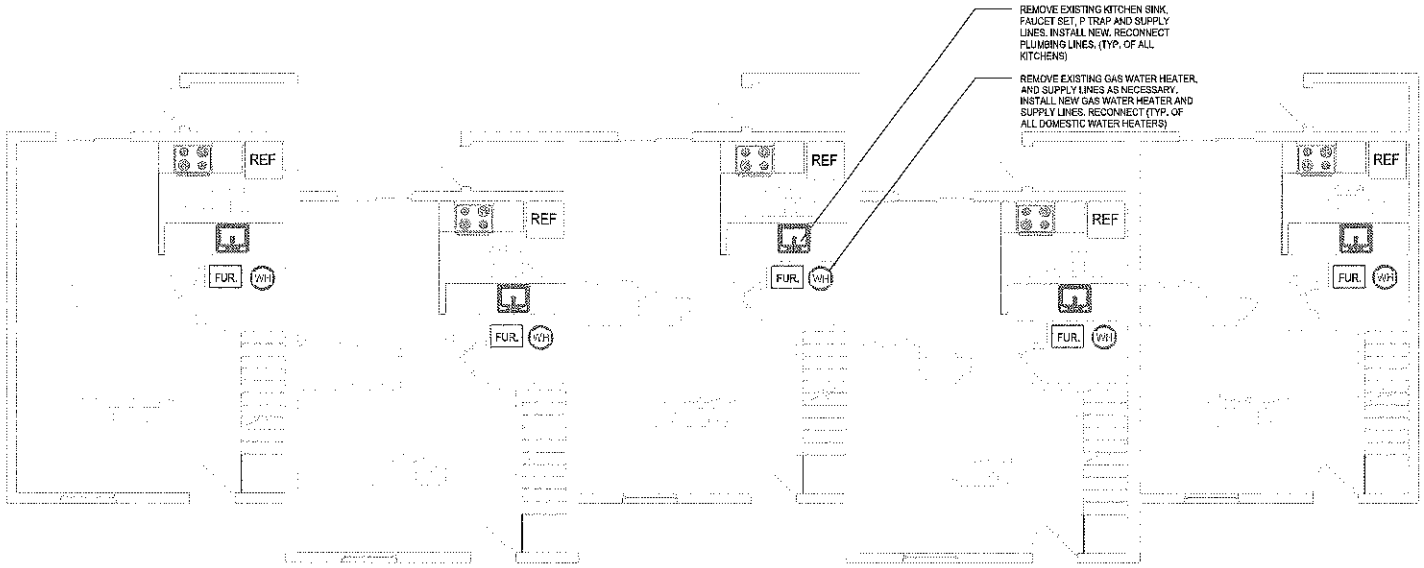
Schematic Design

Low Rise - Type K Basement Floor Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074E

P-135



1 First Floor Plumbing Plan
1/8" = 1'-0"

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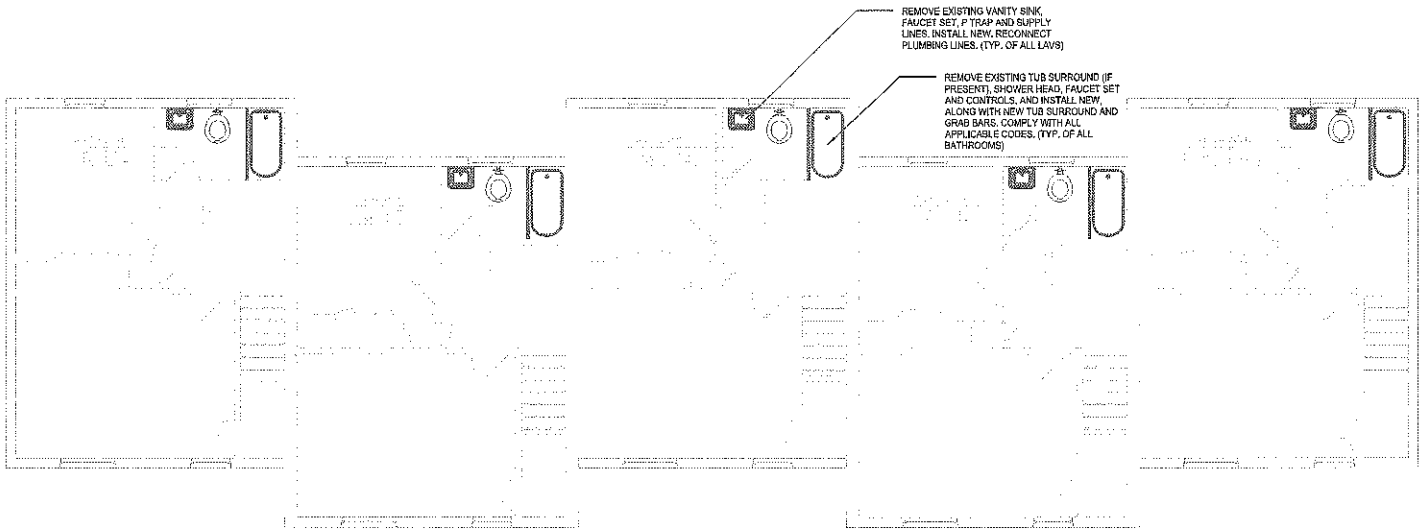
Schematic Design

Low Rise - Type L
First Floor
Plumbing Plan

ISSUED:	12/05/2016
R3A PROJECT #	15074B

P-136



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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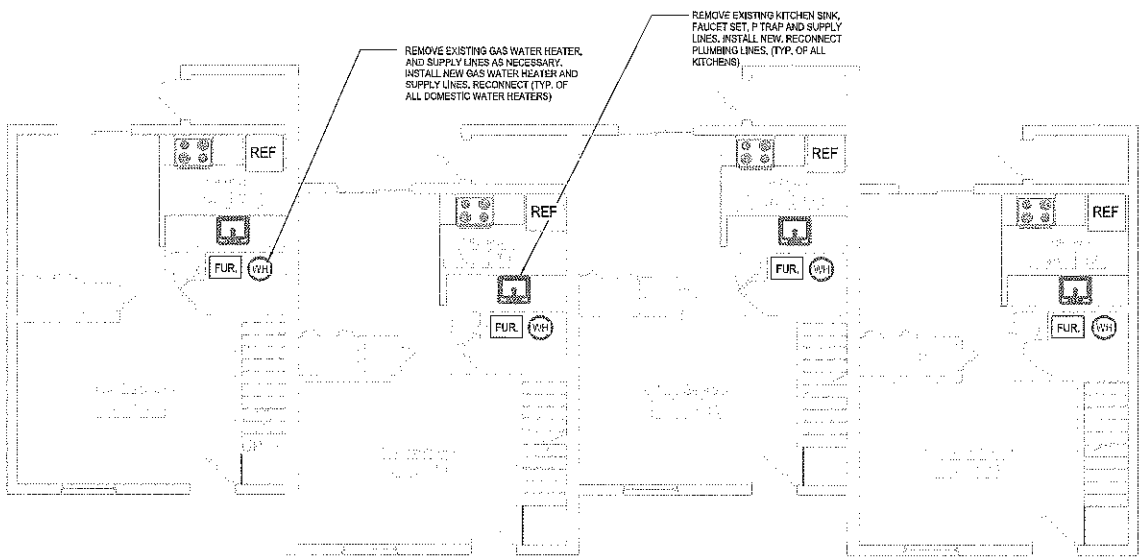
Schematic Design

Low Rise - Type L
Second Floor Plumbing Plan

ISSUED:	12/05/2016
R3A PROJECT #	15074P

P-137



1 First Floor Plumbing Plan
1/8" = 1'-0"

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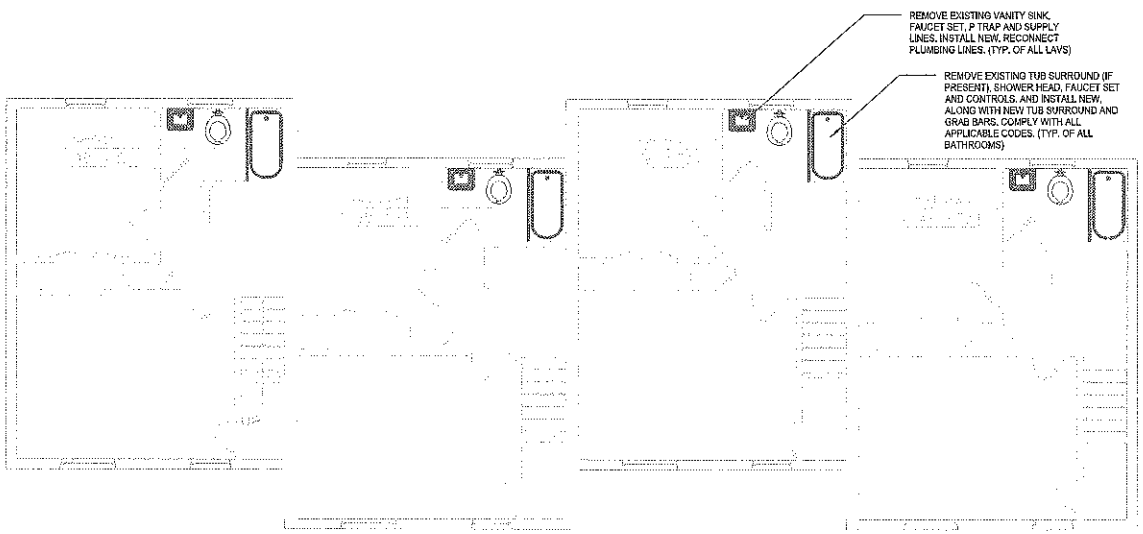
Schematic Design

Low Rise - Type M
First Floor
Plumbing Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

P-138



1 Second Floor Plumbing Plan
1/8" = 1'-0"

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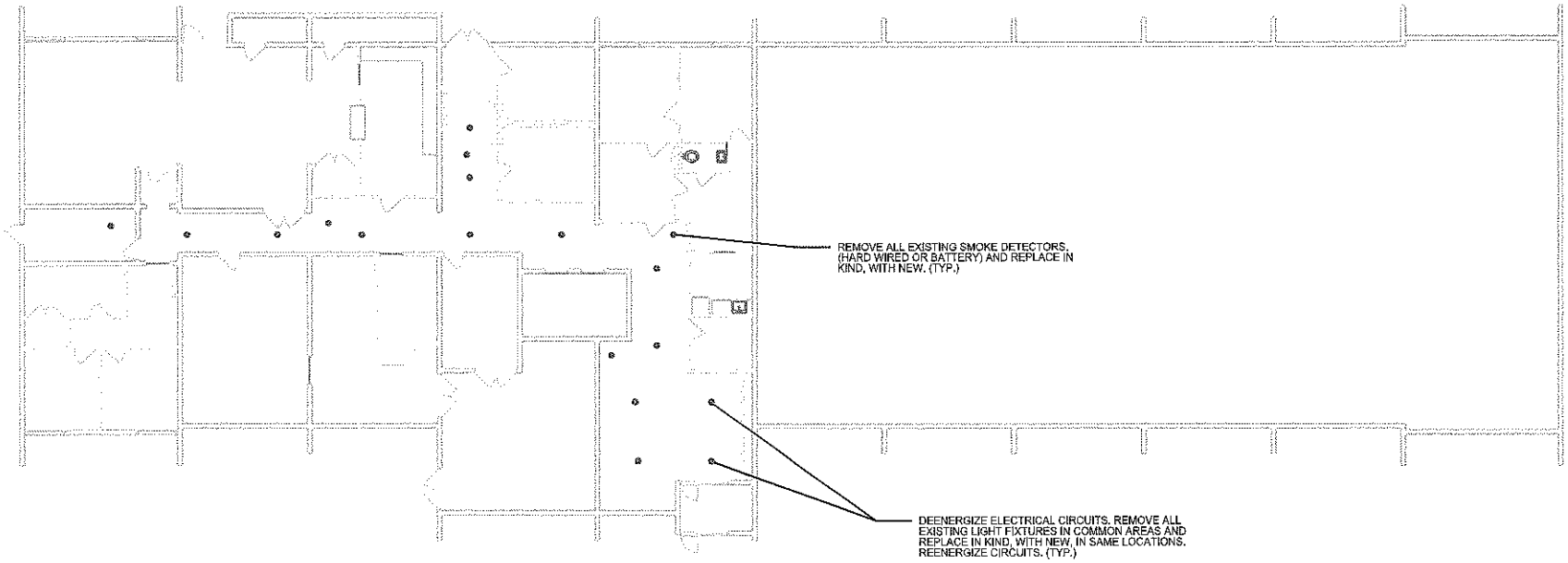
Schematic Design

Low Rise - Type M
Second Floor
Plumbing Plan

ISSUED:	12/8/2016
R3A PROJECT #	1507-16

P-139



1 First Floor Electrical Plan
1/16" = 1'-0"

1/16" = 1'-0"

16 32 48 64

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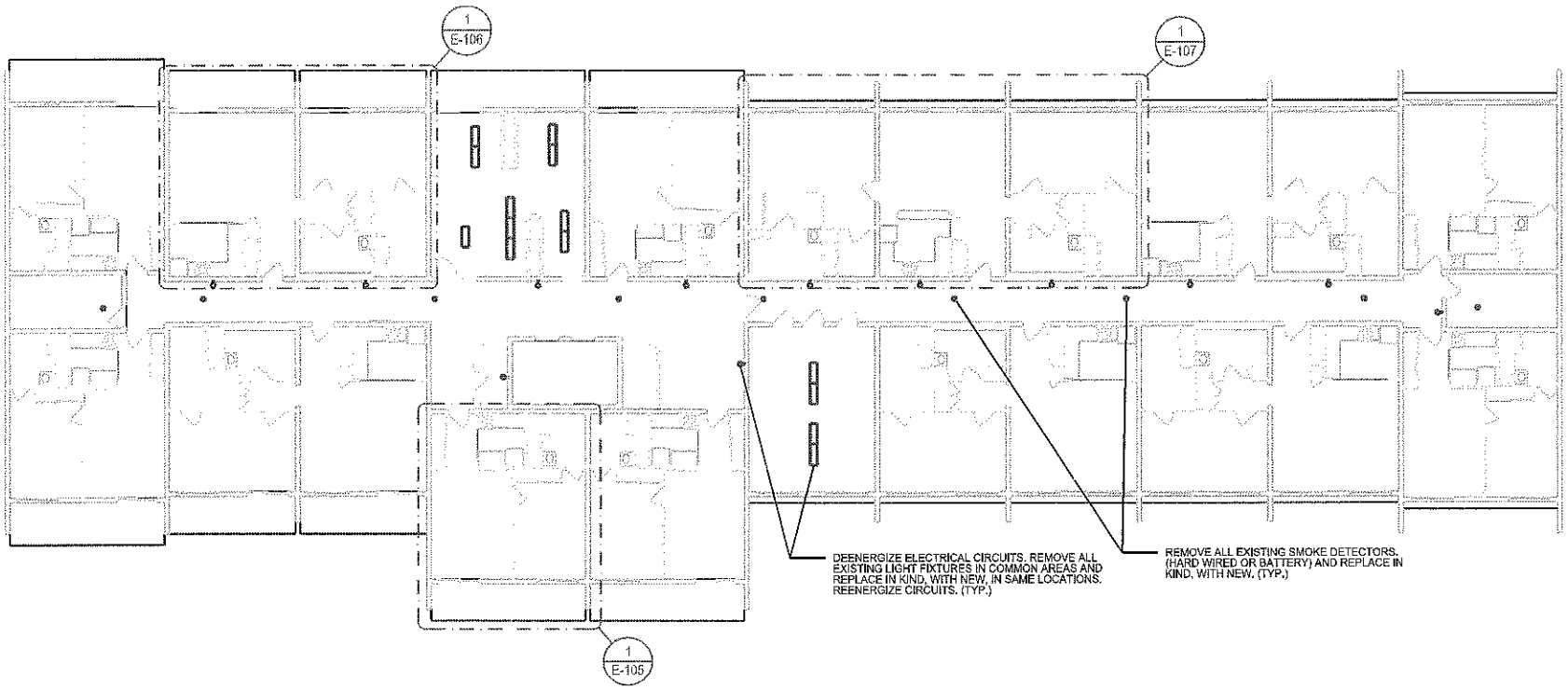
Schematic Design

High Rise - First Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

E-101



1 Second Floor Electrical Plan
1/16" = 1'-0"

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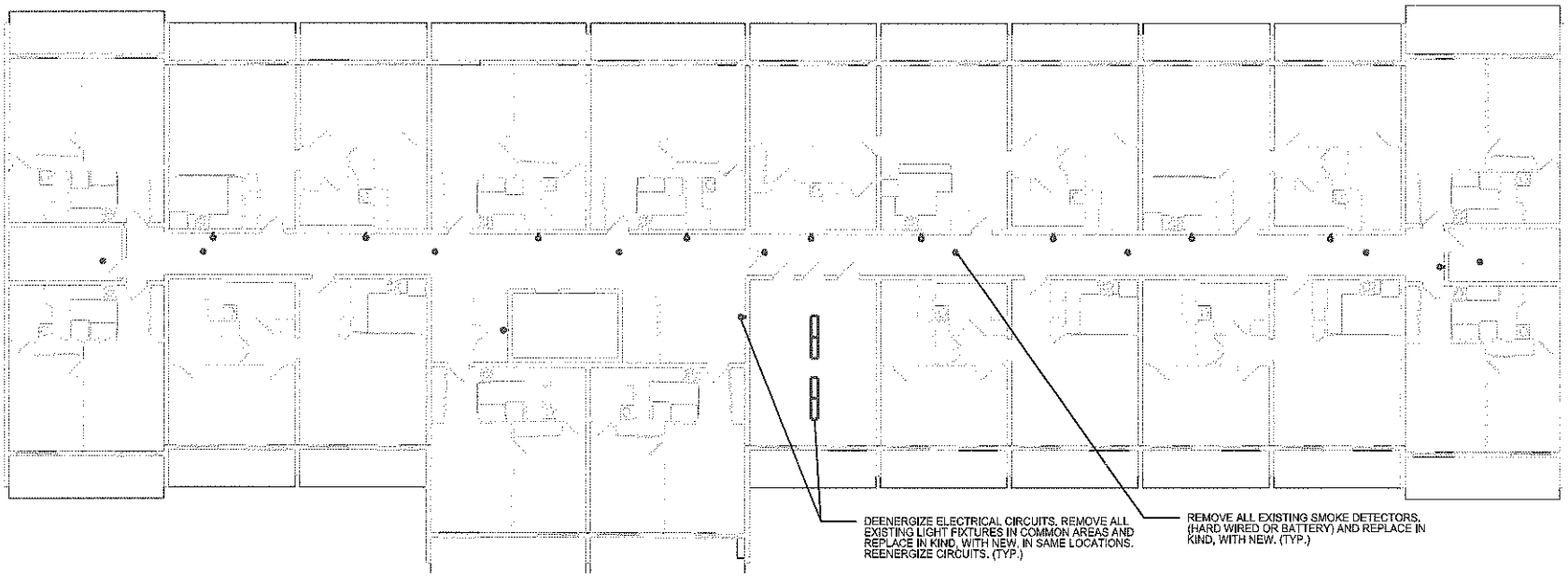
Schematic Design

High Rise - Second Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507.18

E-102



1 Typical Floor Plan - 3rd - 7th Fl. Electrical Plan
1/16" = 1'-0"

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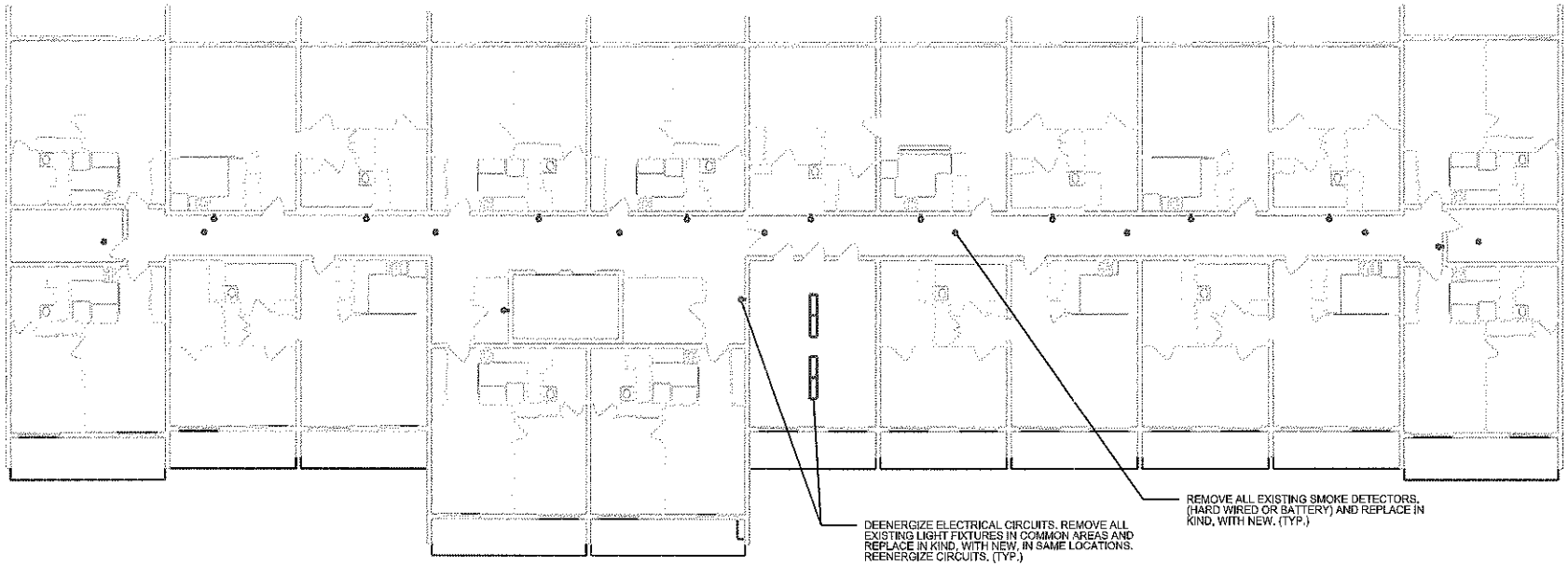
Schematic Design

High Rise - Third -Seventh Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 1507/48

E-103



1 Eighth Floor Electrical Plan
1/16" = 1'-0"

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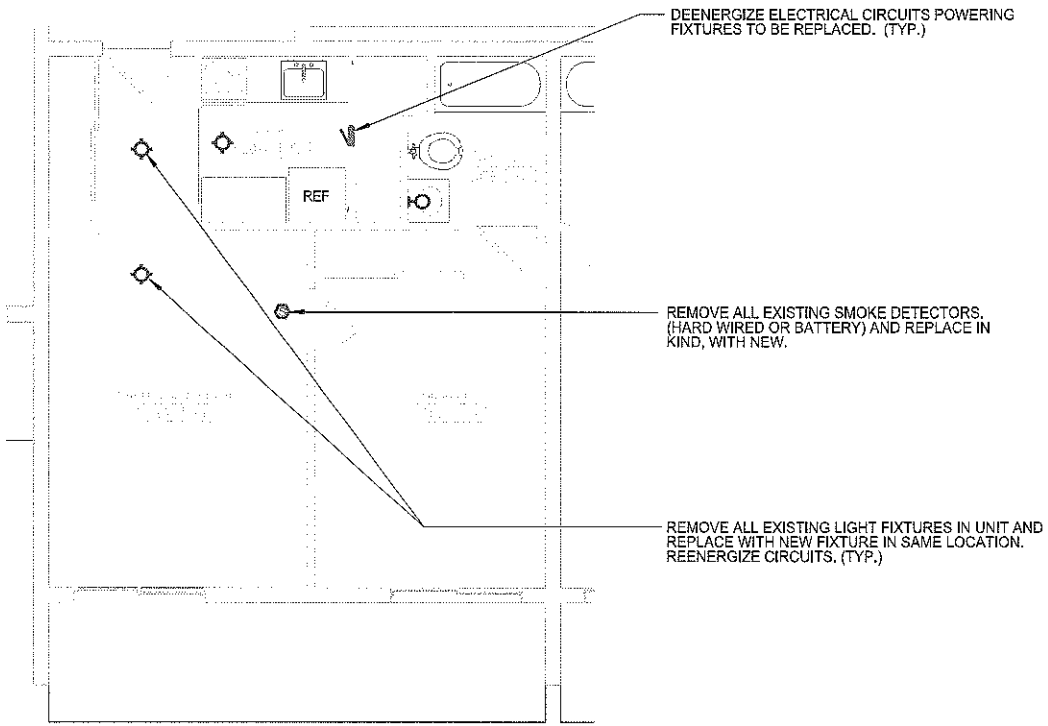
Schematic Design

High Rise - Eighth Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15071B

E-104



1 Small One Bedroom Enlarged Electrical Plan
3/16" = 1'-0"

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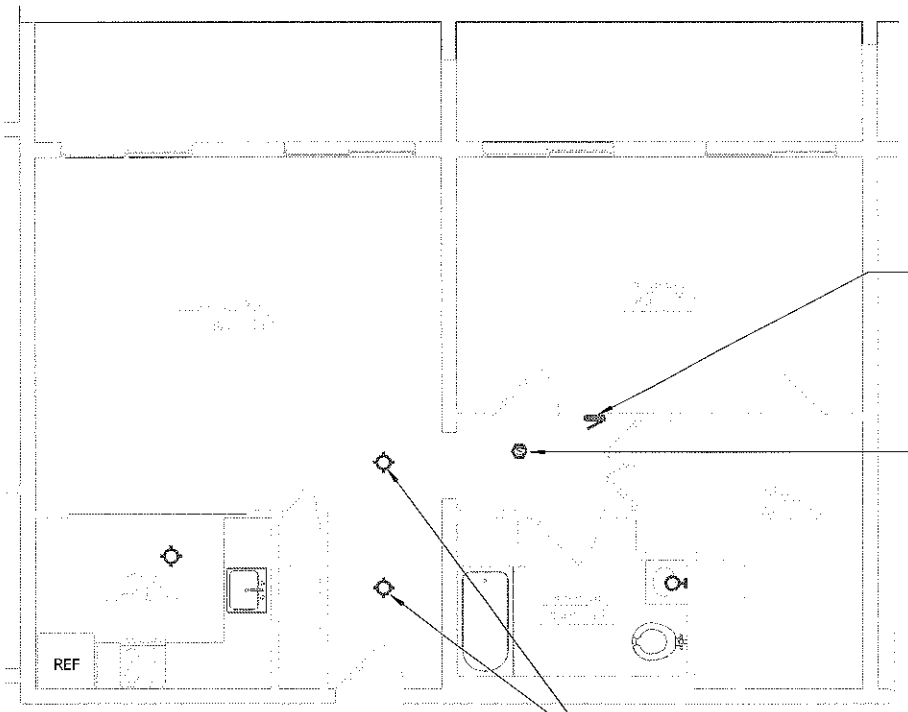
Schematic Design

High Rise - Small One Bedroom Enlarged Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507.48

E-105



DEENERGIZE ELECTRICAL CIRCUITS POWERING FIXTURES TO BE REPLACED. (TYP.)

REMOVE ALL EXISTING SMOKE DETECTORS, (HARD WIRED OR BATTERY) AND REPLACE IN KIND, WITH NEW.

REMOVE ALL EXISTING LIGHT FIXTURES IN UNIT AND REPLACE WITH NEW FIXTURE IN SAME LOCATION. REENERGIZE CIRCUITS. (TYP.)

1 Large One Bedroom Enlarged Electrical Plan
3/16" = 1'-0"

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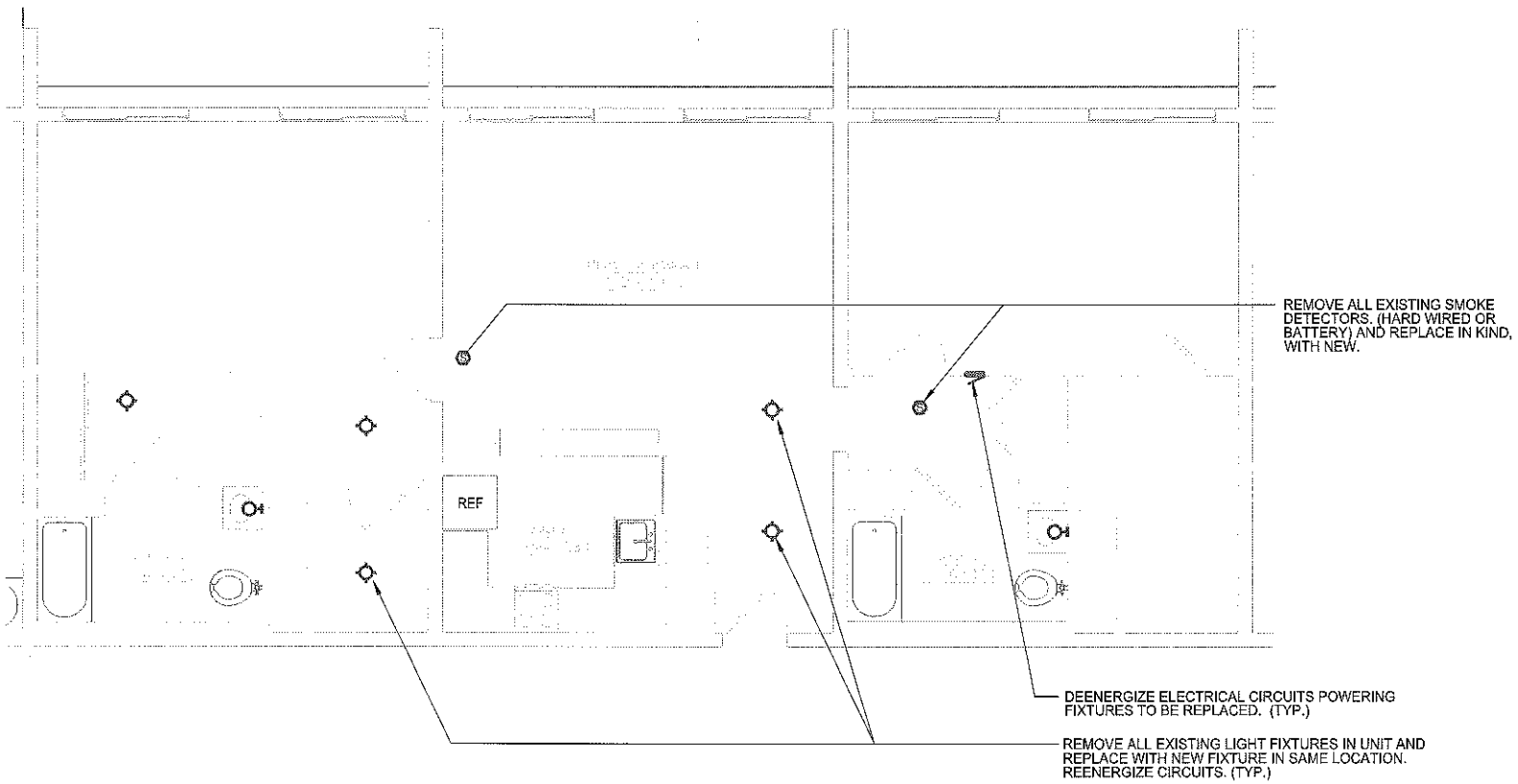
Schematic Design

High Rise - Large One Bedroom Enlarged Electrical Plan

ISSUED:	12/05/2016
R3A PROJECT #	1507.18

E-106



1 UFAS Two Bedroom Enlarged Electrical Plan
3/16" = 1'-0"

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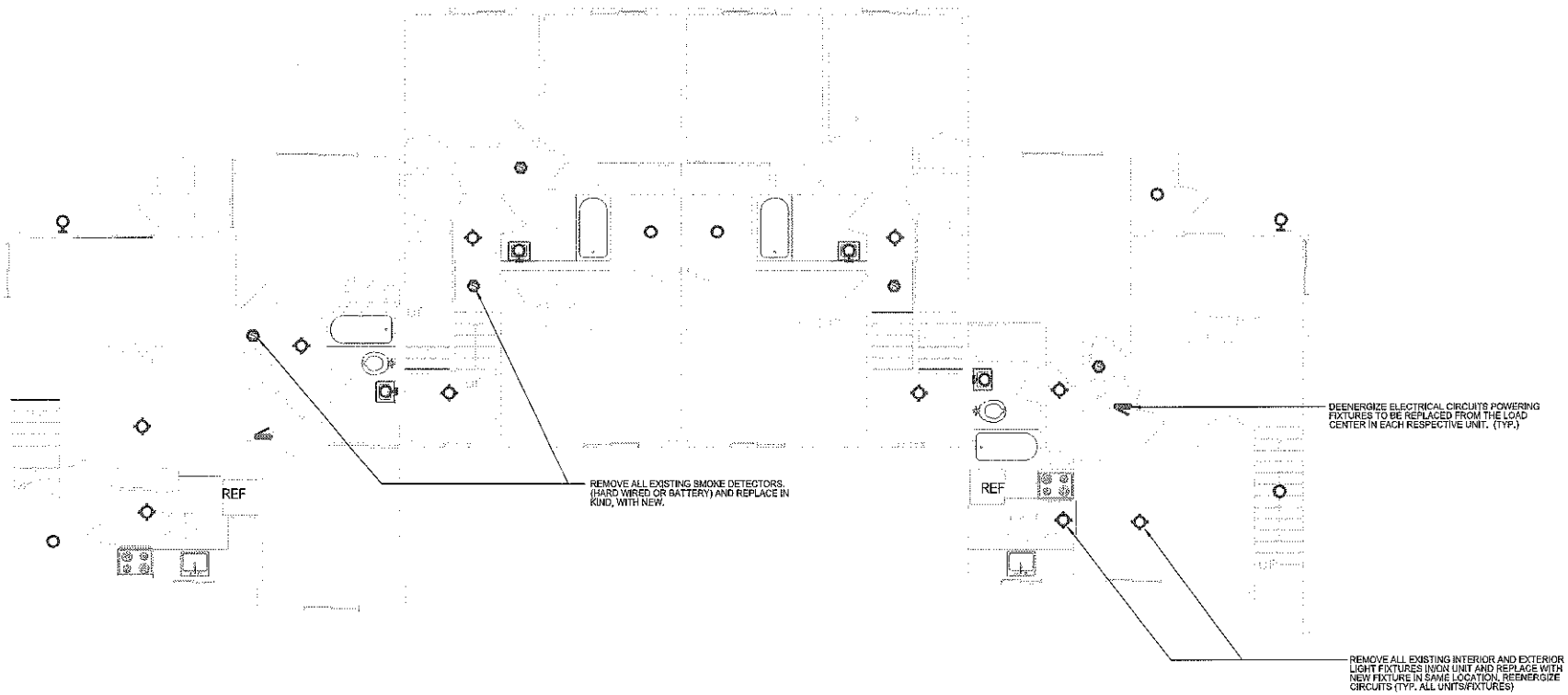
Schematic Design

High Rise - UFAS Two Bedroom Enlarged Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15048

E-107



1 First Floor Electrical Plan
1/8" = 1'-0"

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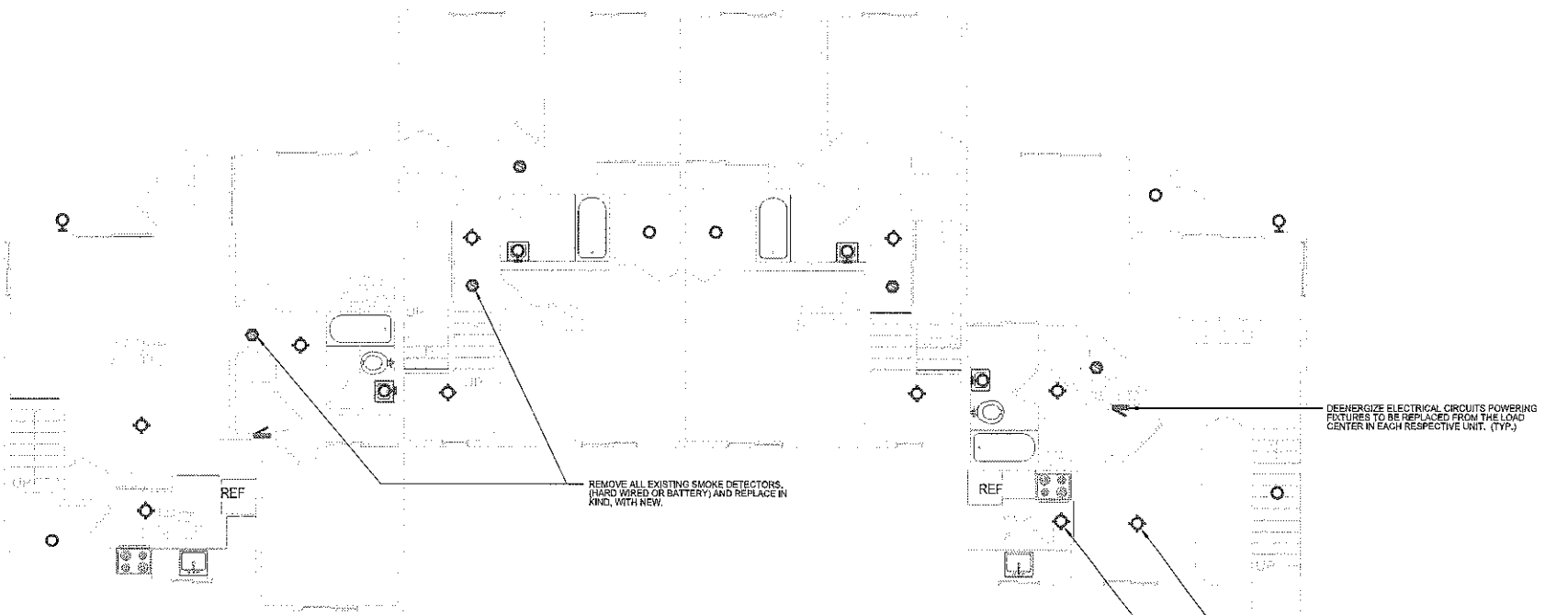
Schematic Design

Low Rise - Type A First Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507/18

E-111



1 Second Floor Electrical Plan
1/8" = 1'-0"

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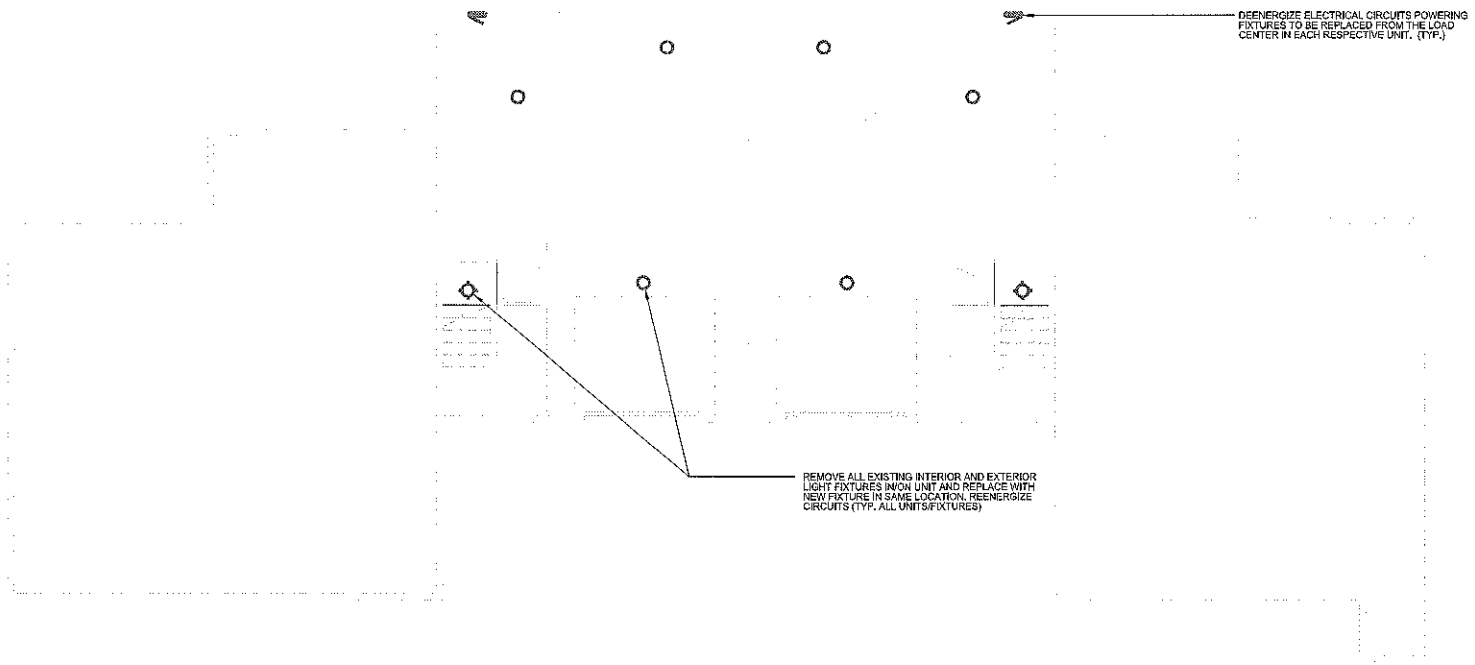
Schematic Design

Low Rise - Type A
Second Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 15073B

E-112



1 Basement Electrical Plan
1/8" = 1'-0"

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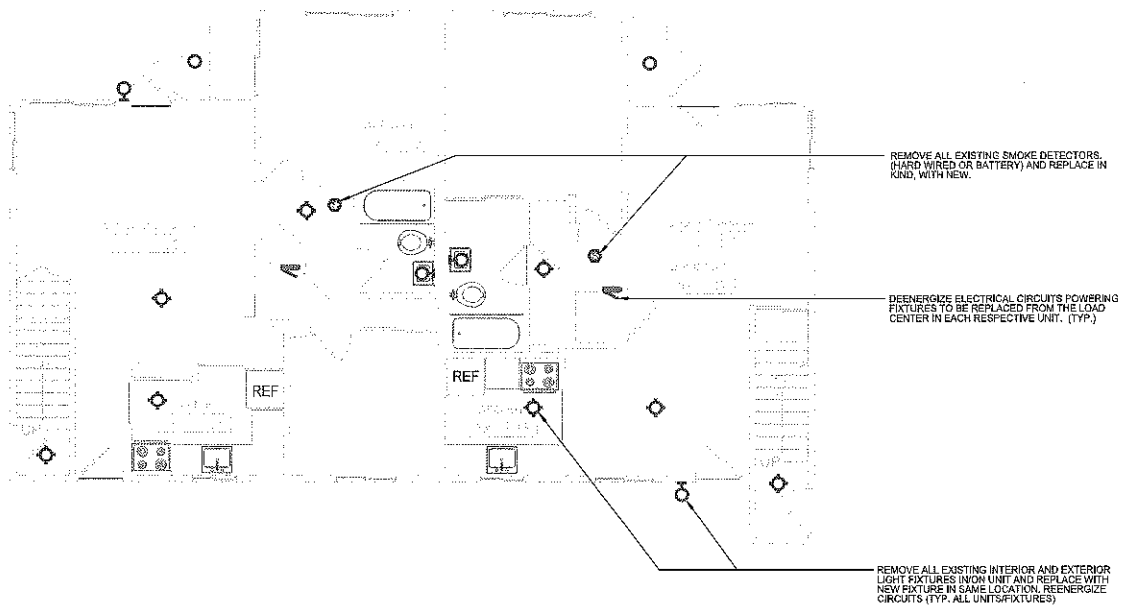
Schematic Design

Low Rise - Type A Basement Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 15174R

E-113



1 First Floor Electrical Plan
1/8" = 1'-0"

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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

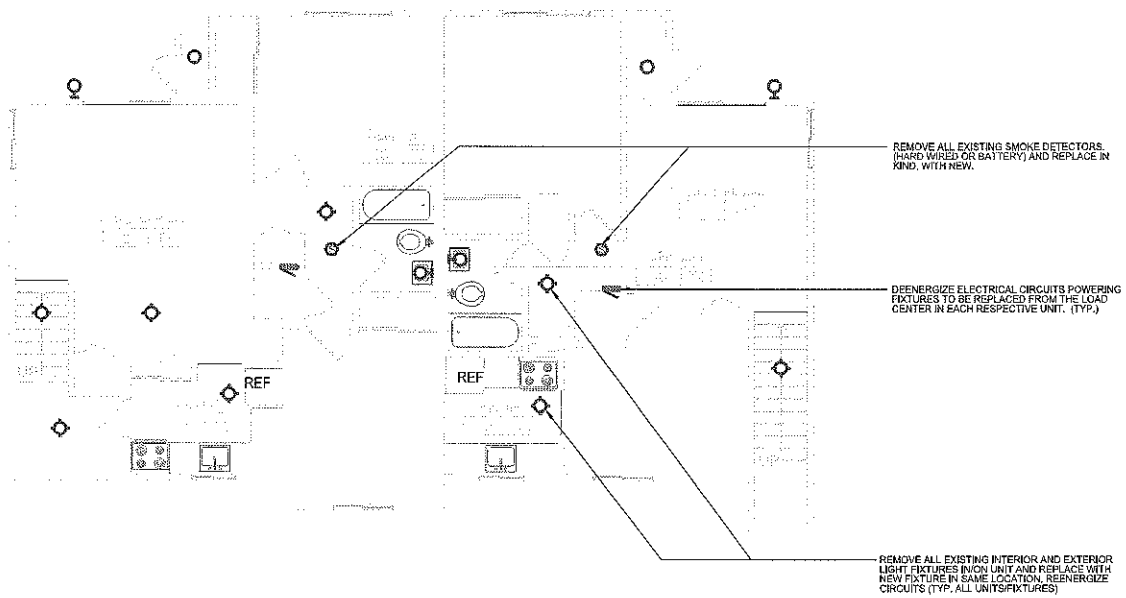
945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type B First Floor Electrical Plan

ISSUED:	12/05/2016
R3A PROJECT #	150748

E-114



1 Second Floor Electrical Plan
1/8" = 1'-0"

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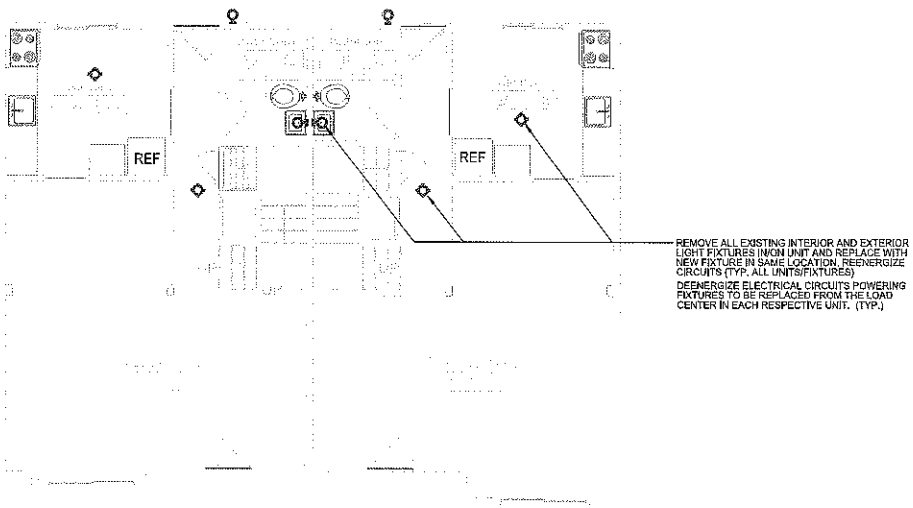
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type B
Second Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507-18

E-115



1 First Floor Electrical Plan
1/8" = 1'-0"

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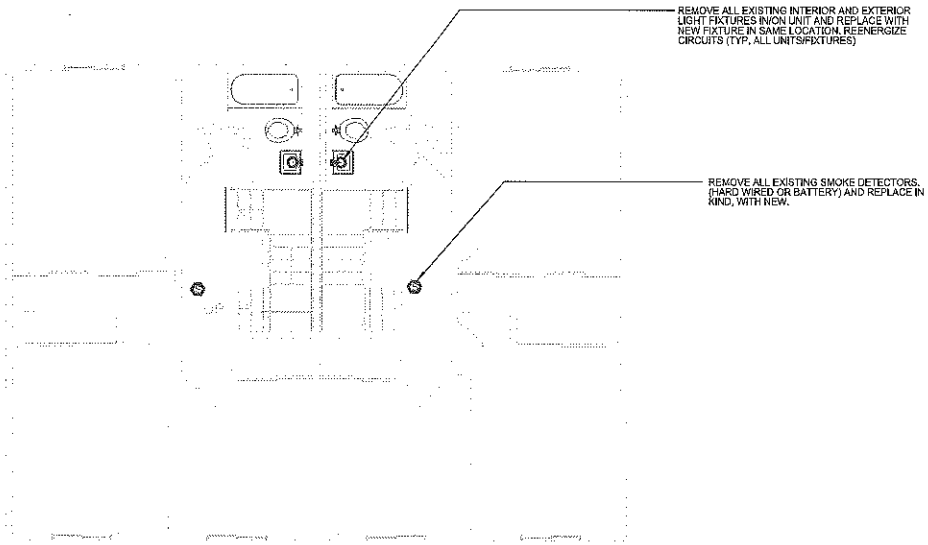
Schematic Design

Low Rise - Type C First Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

E-116



1 Second Floor Electrical Plan
1/8" = 1'-0"

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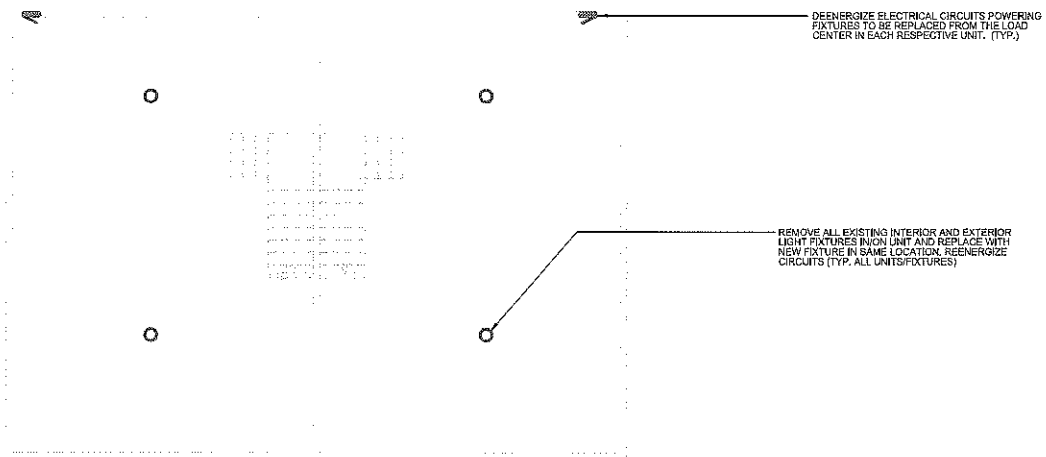
Schematic Design

Low Rise - Type C
Second Floor
Electrical
Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

E-117



1 Basement Electrical Plan
1/8" = 1'-0"

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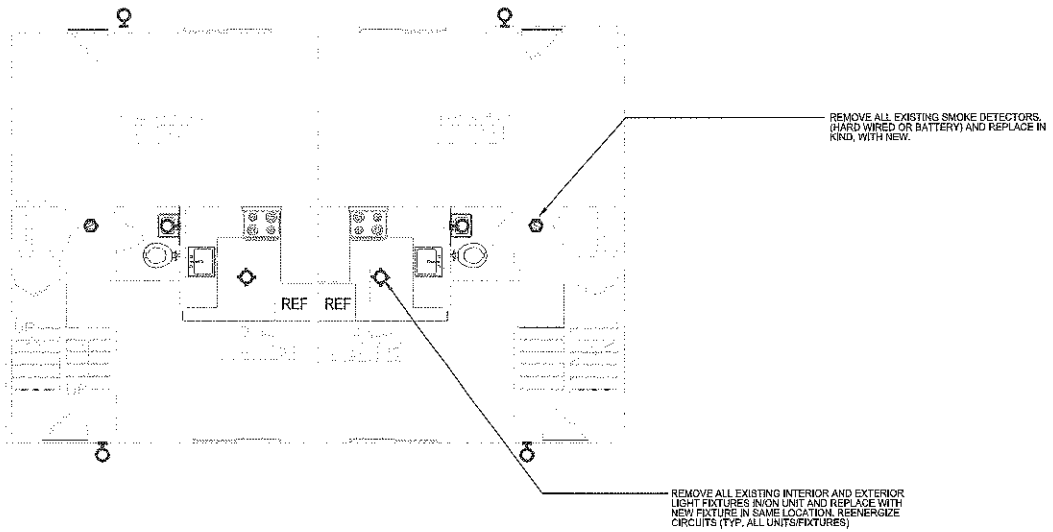
Schematic Design

Low Rise - Type C Basement Floor Electrical Plan

ISSUED:	12/05/2016
R3A PROJECT #	15074R

E-118



1 First Floor Electrical Plan
1/8" = 1'-0"

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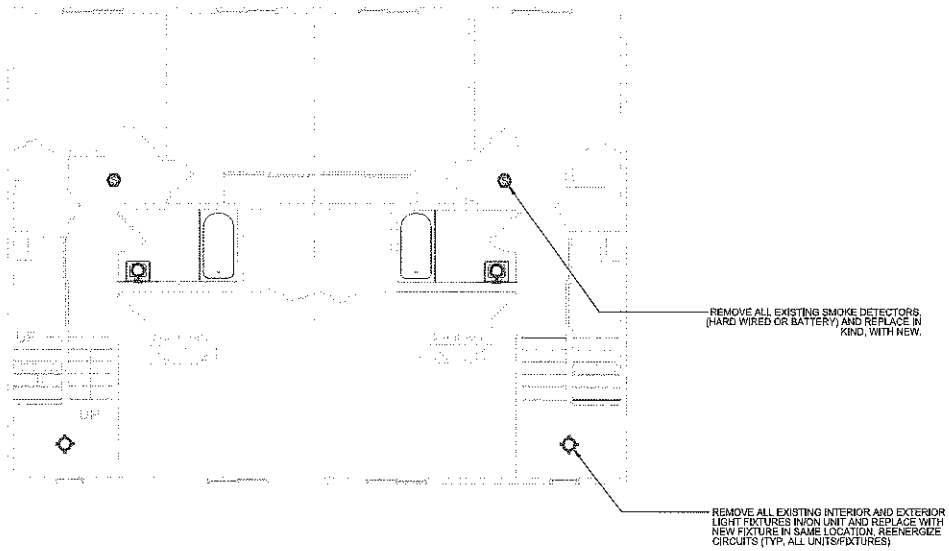
Schematic Design

Low Rise - Type D
First Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

E-119



1 Second Floor Electrical Plan
1/8" = 1'-0"

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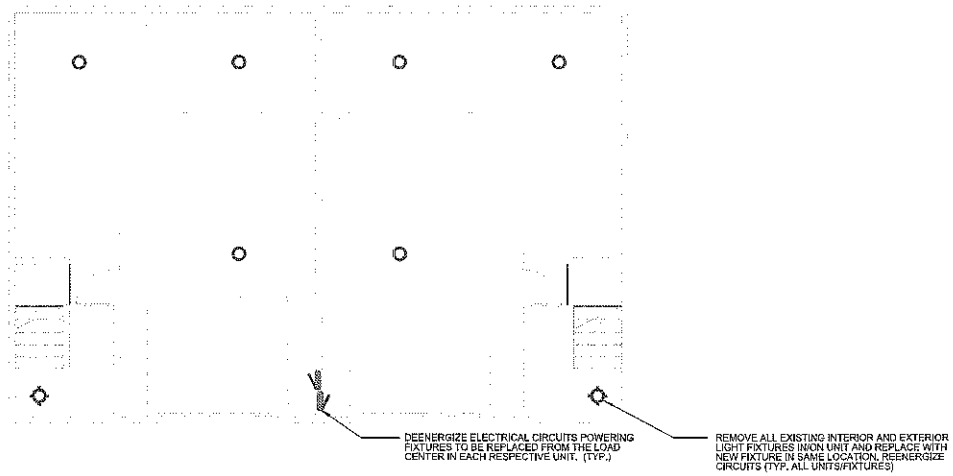
Schematic Design

Low Rise - Type D
Second Floor
Electrical
Plan

ISSUED: 12/05/2016
R3A PROJECT # 1507-15

E-120



1 Basement Electrical Plan
1/8" = 1'-0"

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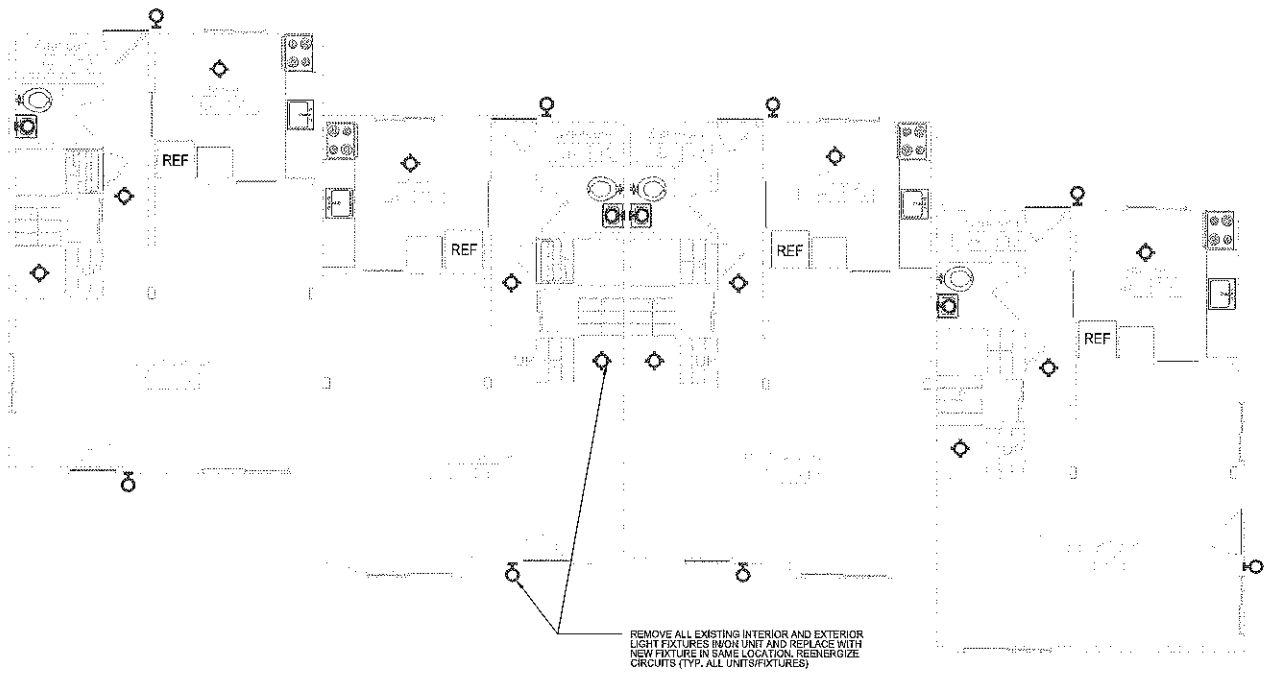
Schematic Design

Low Rise - Type D
Basement Floor
Electrical
Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

E-121



1 First Floor Electrical Plan
1/8" = 1'-0"

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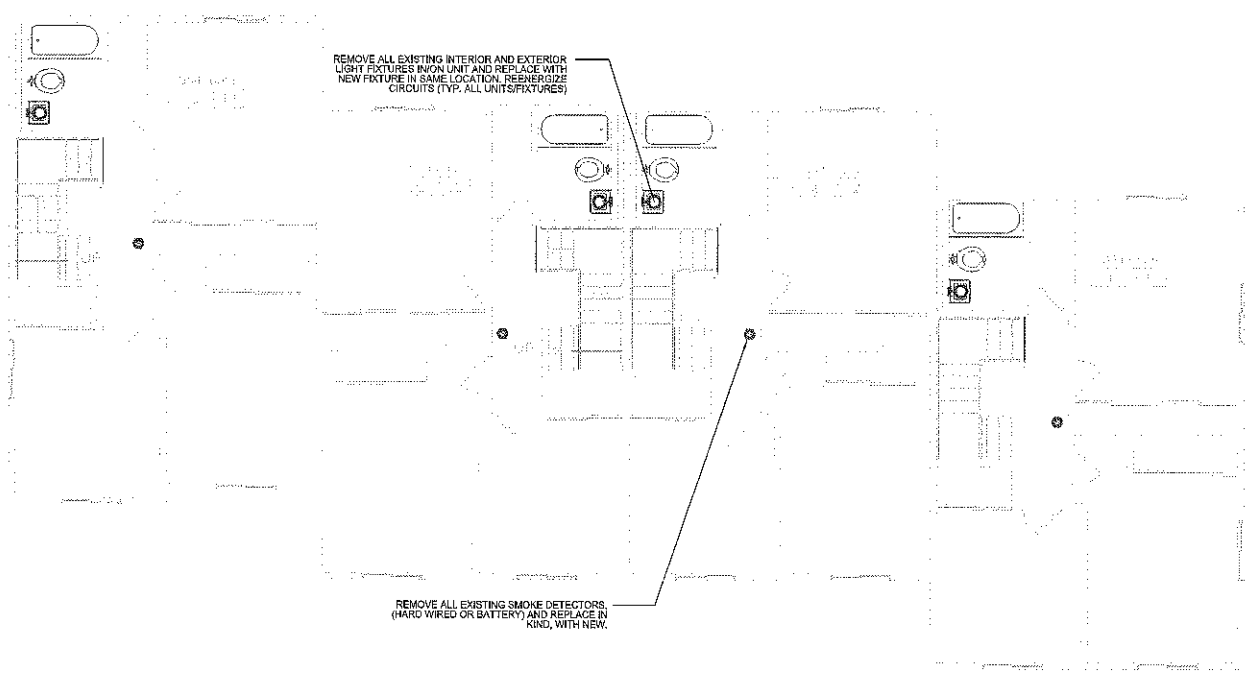
Schematic Design

Low Rise - Type E
First Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 1507.18

E-122



1 Second Floor Electrical Plan
1/8" = 1'-0"

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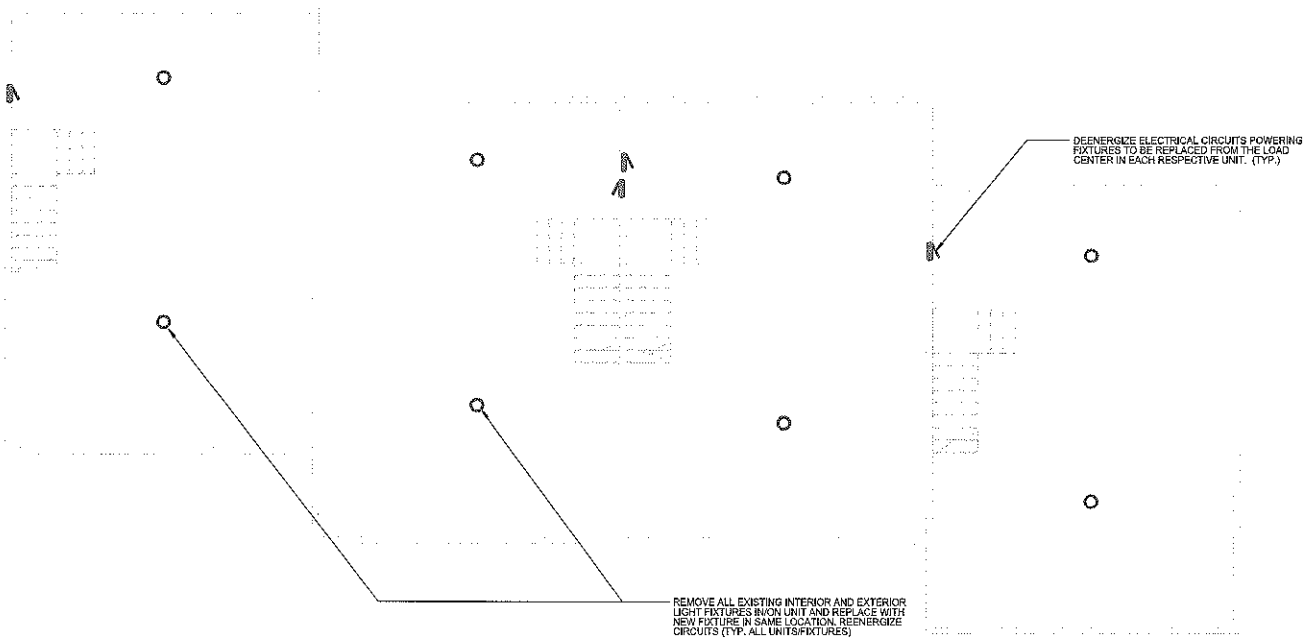
Schematic Design

Low Rise - Type E
Second Floor
Electrical
Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15072AR

E-123



1 Basement Electrical Plan
1/8" = 1'-0"

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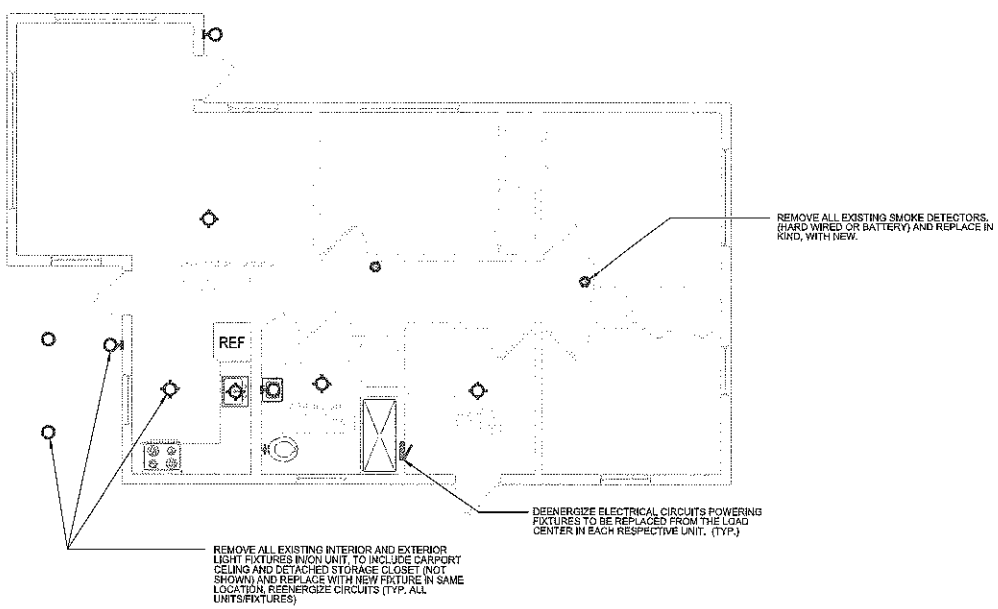
Schematic Design

Low Rise - Type E Basement Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 150748

E-124



1 First Floor Electrical Plan
1/8" = 1'-0"

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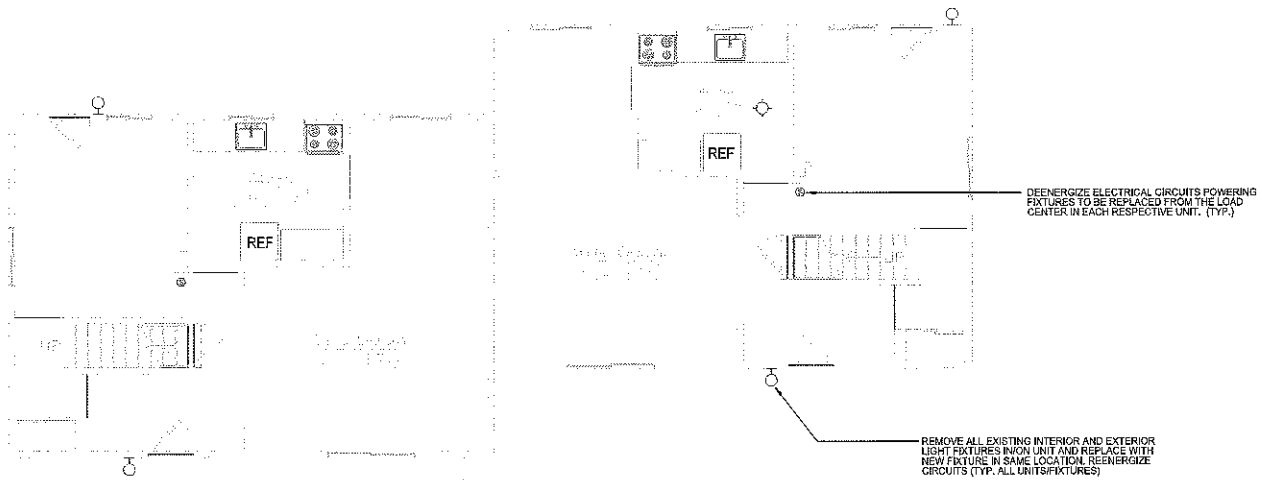
Schematic Design

Low Rise - Type F UFAS First Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

E-125



1. DEENERGIZE ELECTRICAL CIRCUITS, REMOVE ALL EXISTING LIGHT FIXTURES AND REPLACE IN KIND, WITH NEW, IN SAME LOCATIONS, REENERGIZE CIRCUITS. (TYP.)

2. REMOVE ALL EXISTING SMOKE DETECTORS. (HARD WIRED OR BATTERY) AND REPLACE IN KIND, WITH NEW.

1 First Floor Electrical Plan
1/8" = 1'-0"

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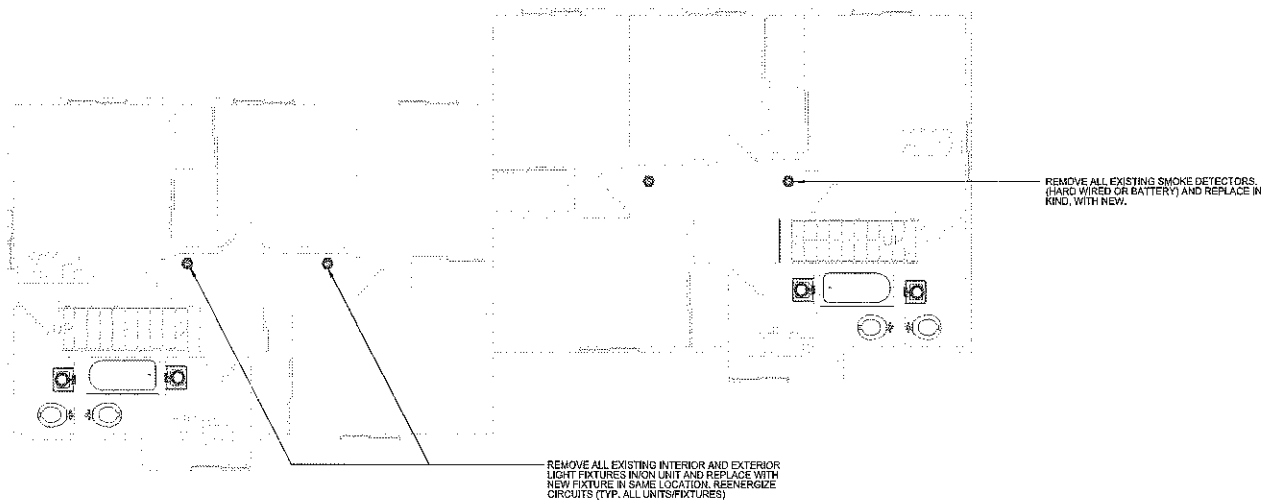
Schematic Design

Low Rise - Type G First Floor Electrical Plan

ISSUED: 12/05/2016

R3A PROJECT # 1507-48

E-126



1 Second Floor Electrical Plan
1/8" = 1'-0"

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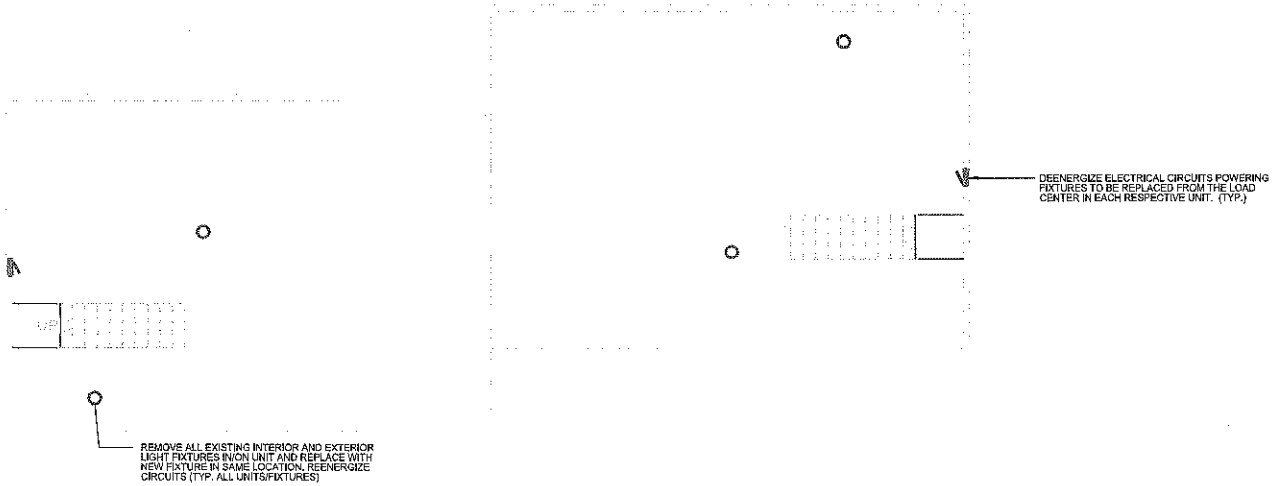
Schematic Design

Low Rise - Type G
Second Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074R

E-127



1 Basement Electrical Plan
1/8" = 1'-0"

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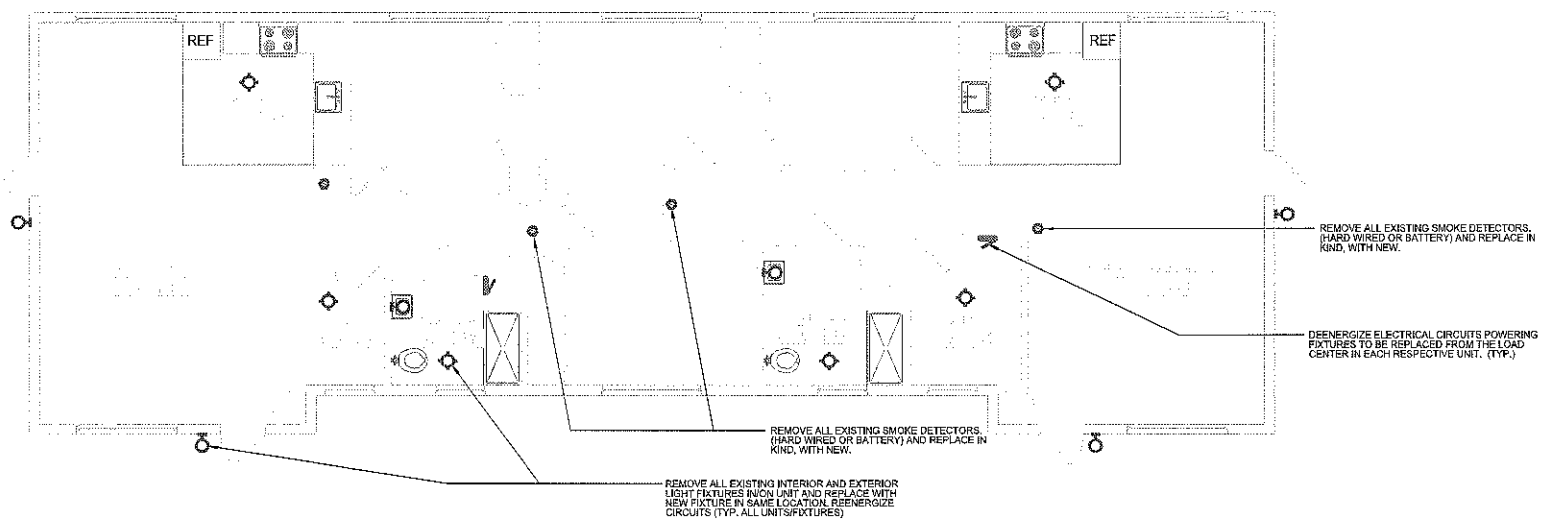
Schematic Design

Low Rise - Type G Basement Floor Electrical Plan

ISSUED:	12/05/2016
R3A PROJECT #	15#074R

E-128



1 First Floor Electrical Plan
1/8" = 1'-0"

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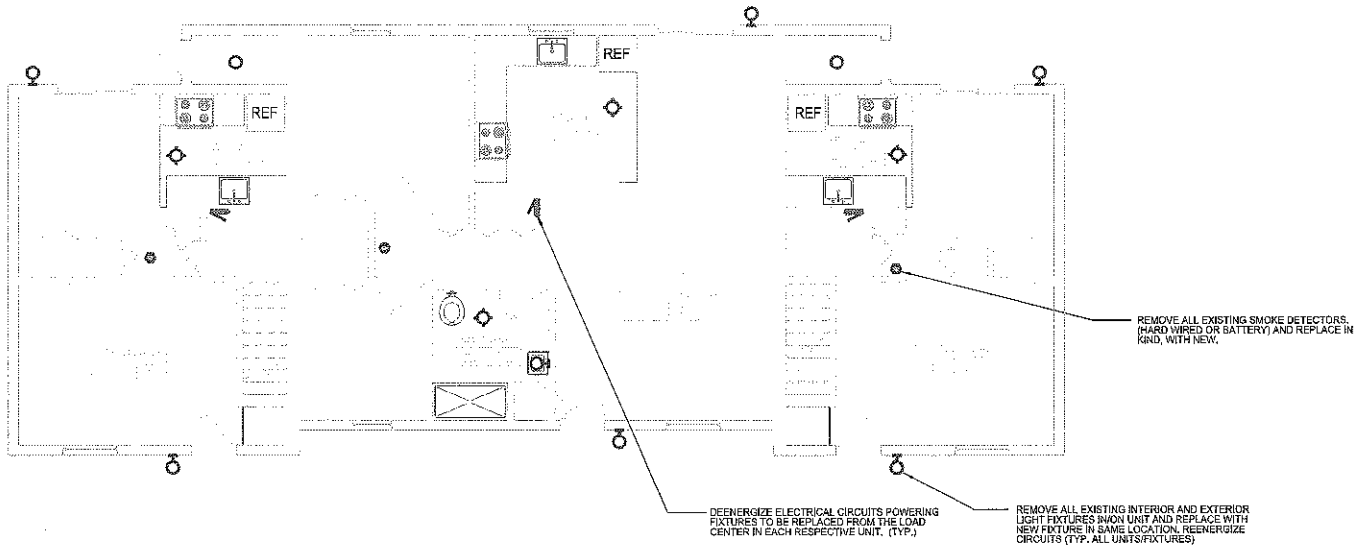
Schematic Design

Low Rise - Type H UFAS First Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

E-130



1 First Floor Electrical Plan
1/8" = 1'-0"

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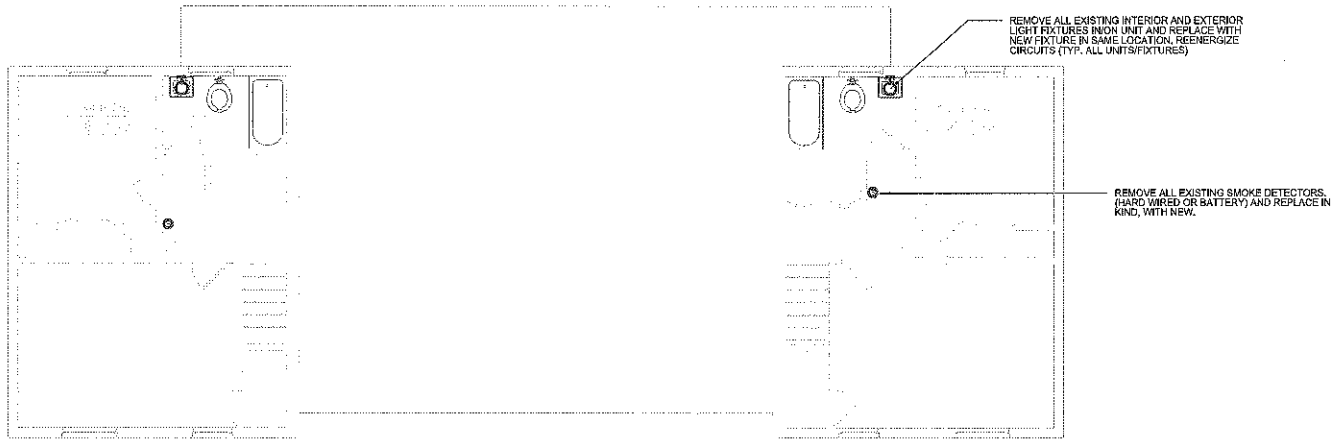
Schematic Design

Low Rise - Type J
First Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 1607-16

E-131



1 Second Floor Electrical Plan
1/8" = 1'-0"

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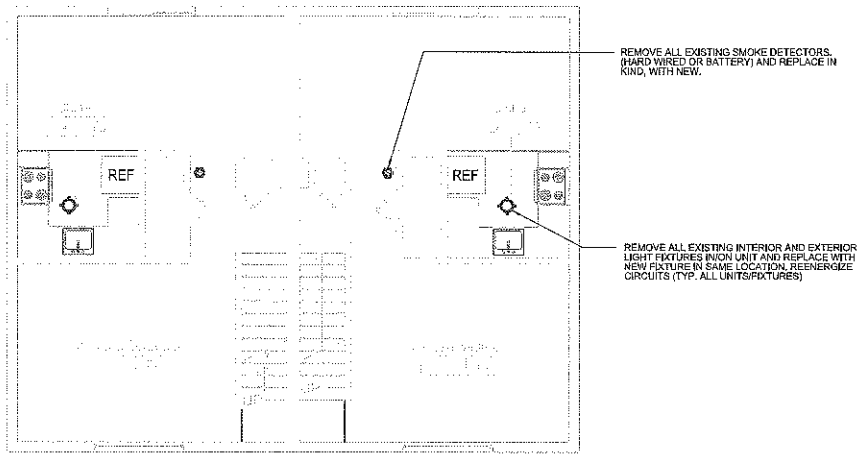
Schematic Design

Low Rise - Type J
Second Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507-18

E-132



1 First Floor Electrical Plan
1/8" = 1'-0"

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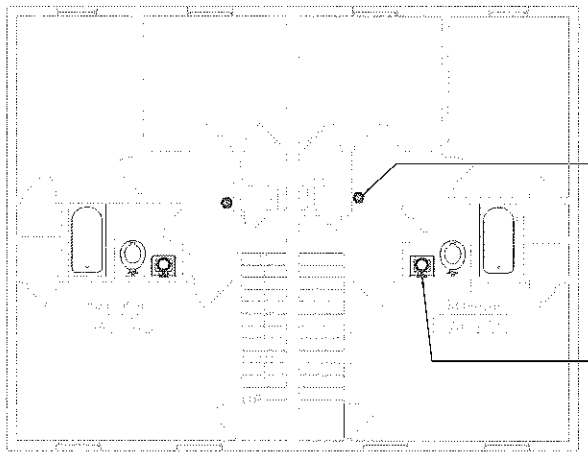
Schematic Design

Low Rise - Type K
First Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

E-133



1 Second Floor Electrical Plan
1/8" = 1'-0"

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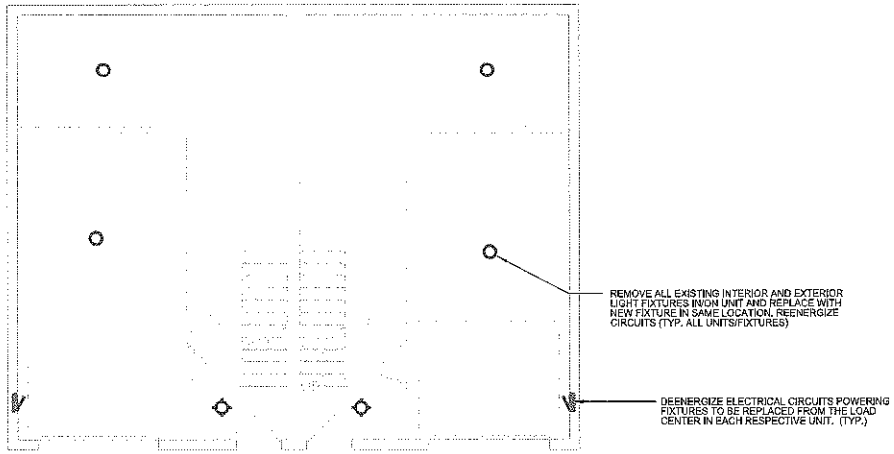
Schematic Design

Low Rise - Type K
Second Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 1507.19

E-134



1 Basement Electrical Plan
1/8" = 1'-0"

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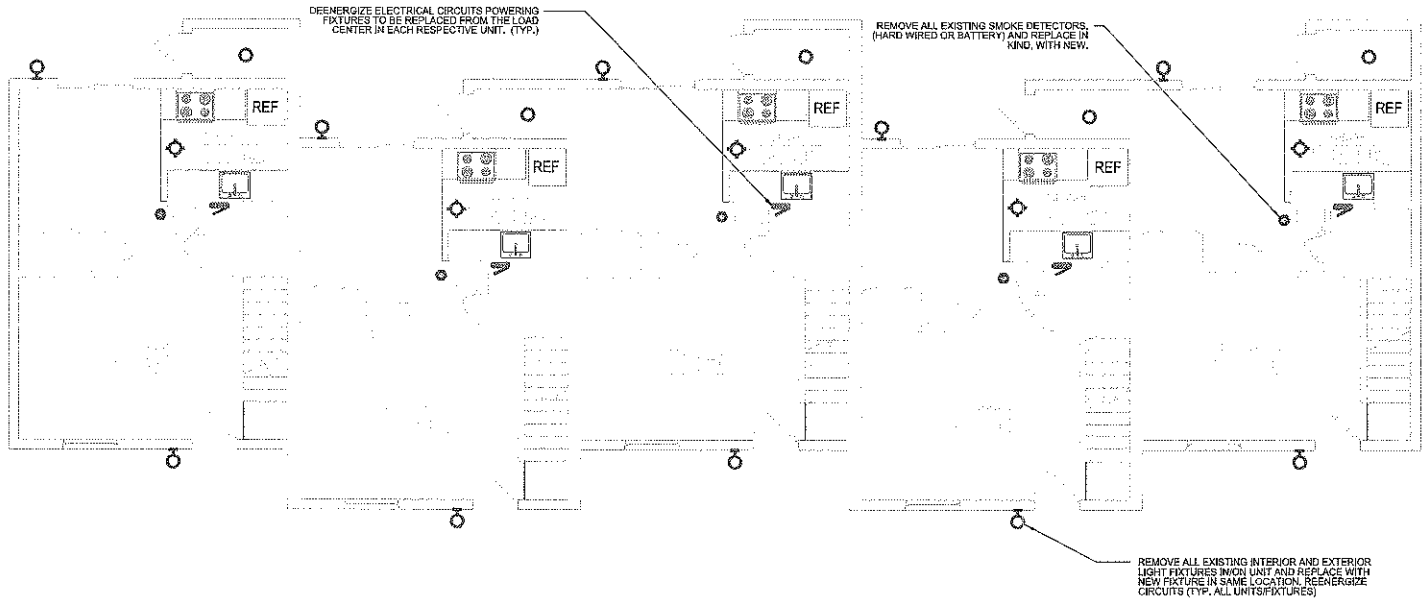
Schematic Design

Low Rise - Type K Basement Floor Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 159748

E-135



1 First Floor Electrical Plan
1/8" = 1'-0"

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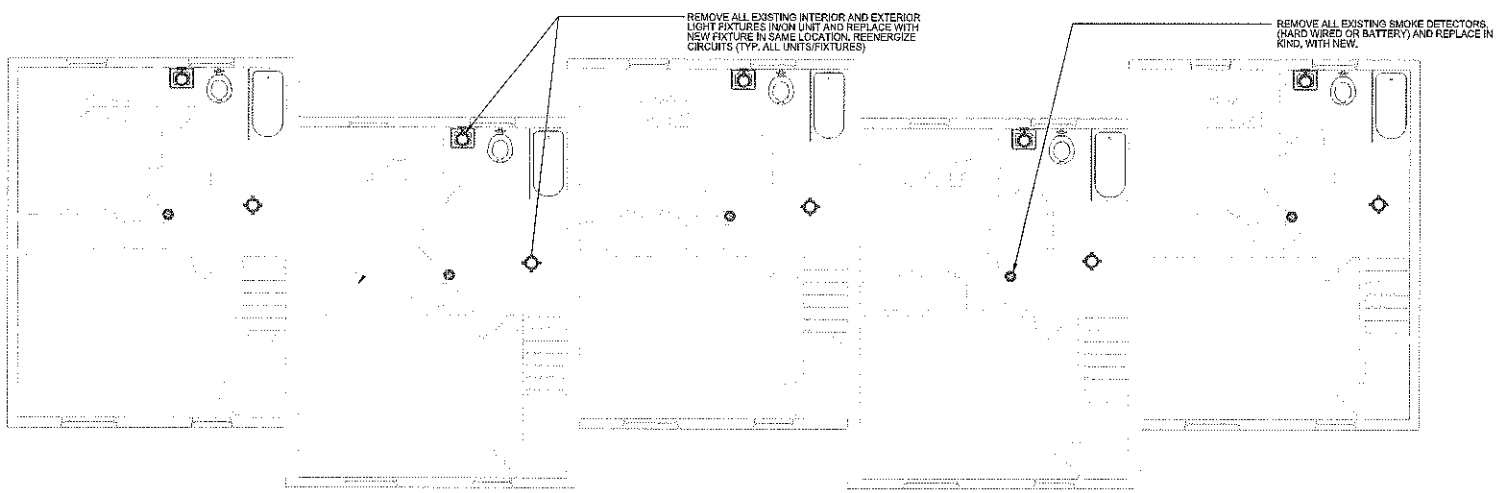
Schematic Design

Low Rise - Type L
First Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 15074B

E-136



1 Second Floor Electrical Plan
1/8" = 1'-0"

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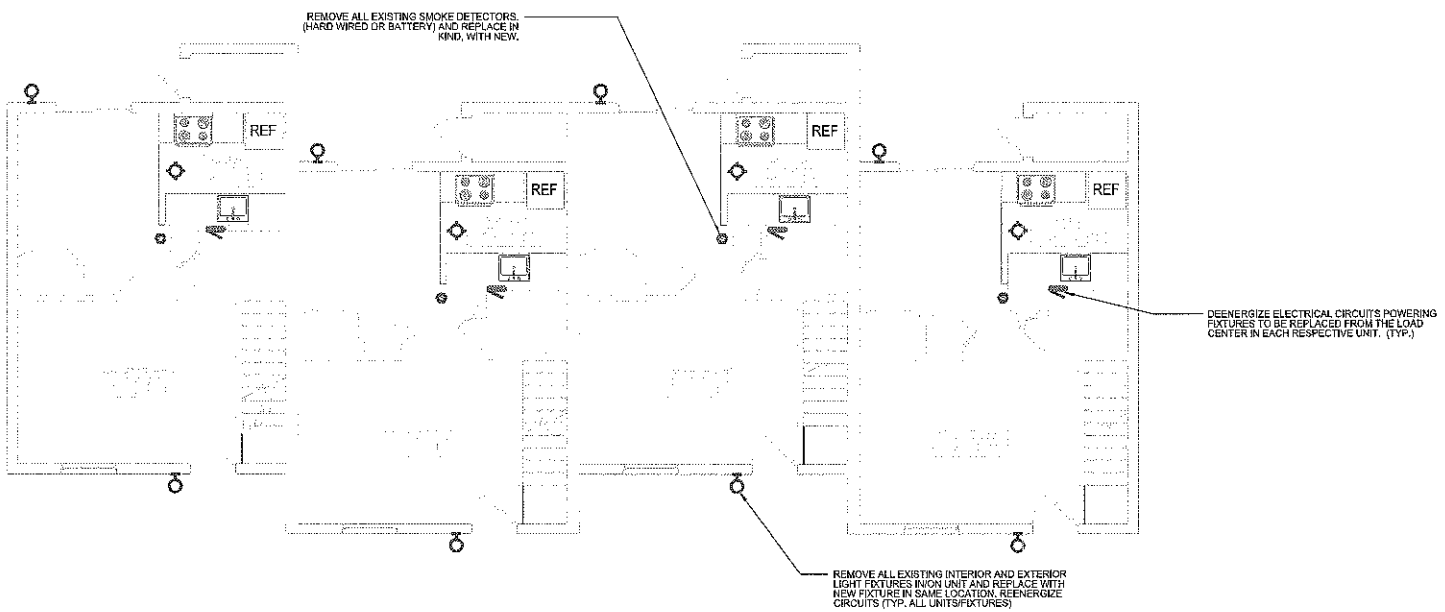
Schematic Design

Low Rise - Type L
Second Floor
Electrical Plan

ISSUED:	12/05/2016
R3A PROJECT #	1501.48

E-137



1 First Floor Electrical Plan
1/8" = 1'-0"

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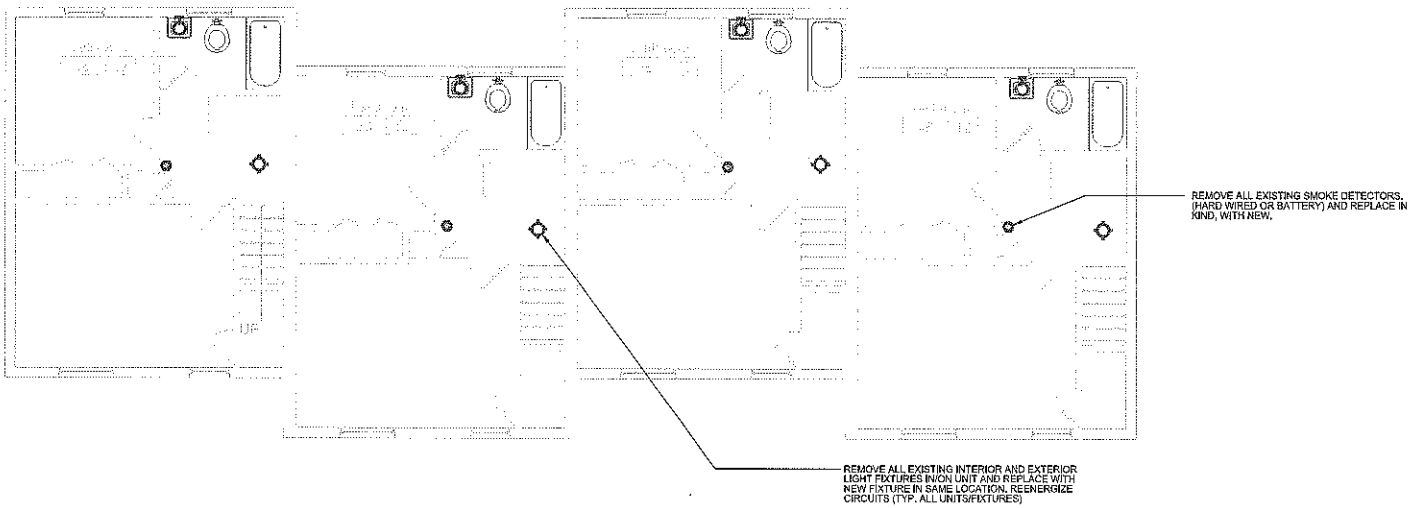
Schematic Design

Low Rise - Type M
First Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT # 150748

E-138



1 Second Floor Electrical Plan
1/8" = 1'-0"

Renaissance 3 Architects, P.C.
48 South 14th Street
Pittsburgh, PA 15203
Phone: 412-431-2480
Fax: 412-431-2670
www.r3a.com

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CONSULTANT:

Tri-State Design and Development

Allies & Ross Management and Development Corporation

Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

945 Roselle Ct
Pittsburgh, PA 15207

Schematic Design

Low Rise - Type M
Second Floor
Electrical Plan

ISSUED: 12/05/2016
R3A PROJECT #: 15074B

E-139

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of HACP's Facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Housing Authority of the City of Pittsburgh, ARMDC Task Order Contract No. 33 – Glen Hazel Rental Assistance Demonstration (RAD)

1. Project Location: 945 Roselle Court, Pittsburgh, PA 15207

B. Owner: (HACP) Housing Authority of the City of Pittsburgh, 100 Ross Street, 9th Floor, Pittsburgh, PA 15219

1. HACP Contact: Jerome Frank

C. Developer: Allies and Ross Management and Development, 100 Ross Street, 2nd Floor Suite 200, Pittsburgh, PA 15219

1. HACP Contact: Jerome Frank

D. Architect: Renaissance 3 Architects, PC; 48 South 14th Street, Pittsburgh, PA 15203

1. R3A Contact: Carla Worthington

E. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Landscape Architect, Site/Civil Engineer: Moore Design Associates; 130 Heaven Lane, Mars, PA 16046

a. Representative: Sara Moore

2. Structural, Mechanical, Electrical and Plumbing Engineer: Tri-State Design & Development; 9 East Main Street, Carnegie, PA 15106

a. Representative: Richard J. Stefanick

F. Contractor: To be determined.

G. Construction Manager/HACP's Representative: To be determined.

1. Construction Manager will be engaged for this Project to serve as an advisor to HACP and to provide assistance in administering the Contract for Construction between HACP and each Prime Contractor, according to a separate contract between HACP and Construction Manager.

H. Project Web Site: A project Web site administered by General Prime Contractor will be used for purposes of managing communication and documents during the construction stage.

1. See Section 013100 "Project Management and Coordination." for requirements for establishing administering and using the Project Web site.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. All work is to comply with Section 504/UFAS requirements, HUD Requirements and PHFA Requirements.

B. The Work of Project is defined by the Contract Documents and consists of the following:

1. The Scope of Work Area includes selective demolition and construction within the interiors, on the exteriors and to the site for existing properties within the Glen Hazel Highrise and the Glen Hazel Family Community. The IBC use classification, in general, is R-2 (Residential).

Glen Hazel Highrise is an existing 8 story building and has 97 units, and common areas including a first floor lounge, second floor laundry room, and a community room.

The Glen Hazel Family Community Low Rise consists of 128 Units, which vary from 1 to 2 story, with or without a basement, and a 2 story Community Building with a basement.

All Buildings and Units will be fully occupied during demolition and construction.

2. General Prime Contractor: In general, the exterior scope of work includes, parking lot paving seal and stripe; erosion control; concrete repairs at steps and walkways; High Rise: replacement of exterior windows; patching of metal balcony railing; patching of exterior building paint; Low Rise: replacement of exterior doors, frames and hardware;

replacement of exterior windows; replacement of roofing and all as indicated on the Construction Documents.

In general, the interior scope of work includes High Rise: limited repair of drywall; replacement of flooring and wall base in apartments and common areas; replacement of kitchen cabinets, countertops, sinks and faucets; replacement of bathroom tubs, controls and bath vanities; interior painting of common areas required to complete scope of work and in all apartments and public areas to complete the scope of work; Low Rise: limited repair of drywall; replacement of interior doors, frames and hardware; replacement of flooring and wall base; replacement of kitchen cabinets, countertops, sinks and faucets; replacement of bathroom tubs, controls and bath vanities; interior painting required to complete scope of work; and all as indicated on the Construction Documents.

There is no removal of any asbestos containing materials. If any contractor becomes aware of any friable materials during construction HACP's Representative and the Architect are to be notified. A Hazardous Materials Survey has been completed and asbestos and hazardous materials have been identified.

Site Work:

Concrete Flatwork

The sidewalks, curbing and steps throughout the complex are in average condition for the age of the installation. Numerous areas requiring slab replacement were noted due to cracking and heaving over time. Where possible, concrete repair was noted to address minor cracking and spalling.

In some instances, curbs have been damaged by snow plow activities. Curbs noted for repair are to be saw-cut back to solid material, doweling installed and concrete epoxy grout formed and poured to match the existing curb profile.

As noted on the plan, numerous concrete steps have been damaged by water intrusion around the base of the metal handrail. Where practicable, concrete step repair was noted (saw-cut, dowelling, epoxy grout). Otherwise, replacement of the entire flight of steps has been noted.

Handrails

The metal handrails installed on the concrete steps are in poor to average condition. In some cases the metal handrails have been replaced by wooden handrails that have deteriorated over time. All wooden handrails have been noted for replacement by metal handrails. The metal handrails noted for replacement are rusted at the base and in some cases are completely rusted off. Given the age and condition of the handrails, repair and reinstallation is not recommended.

Depending on the other repairs recommended, the new handrail will be incorporated with the new step construction or the new rail will require the existing step to be core drilled with the new rail grouted in place.

Asphalt

The off street parking areas provided for residents are in generally poor condition. The subbase has failed resulting in a highly fractured and uneven asphalt surface. Complicating matters, small patches of concrete have been installed around utility accesses and to address specific degraded conditions.

Ordinarily, asphalt parking areas would be noted for milling and resurfacing. However in this case, replacing the asphalt without addressing the subbase issues will result in a very short-lived repair. Additionally, the small, dispersed parking areas make milling difficult.

The preferred repair is the removal of the asphalt and enough of the subbase material to accommodate the replacement of the subbase and asphalt surface. Alternatively, the parking areas may be milled and resurfaced with the knowledge that the surface will return to the degraded condition relatively soon.

The Cul de Sacs, access drives and the high rise parking areas maintained by HACP are in good condition with minor repairs noted. To preserve the condition of the asphalt, it is recommended the areas be sealed, and in the case of the high rise apartment, restriped.

Retaining Walls

There are low retaining wall located throughout the project site. Some are built of Belgian block mortared in place and are in good condition. Most are modular block walls. Many of the modular walls have been pushed out or pushed over as a result of freeze / thaw conditions. The walls may be reset by hand and it is recommended gravel be placed behind the wall to facilitate drainage.

Playground surfacing

The synthetic playground surface at the community center is in poor condition. Numerous patches were observed in areas of high wear. It is recommended the surface be replaced to meet current playground standards.

3. HVAC Prime Contractor: In general, the interior scope of work includes demolition and removal of the following and all as indicated on the Schematic Documents:

   a. High Rise:

      1) Replace all through-wall air conditioners. All residential units, laundry room and storage rooms and any window/wall units in office spaces.
      2) *** TBD – Replace 13 rooftop exhaust fan units.
      3) Replace all range hoods. (Combination light/fan unit, all non-vented filter type units.)

   b. Low Rise Community:

      1) Replace all existing gas fired forced air furnaces with new gas fired forced air furnaces.
      2) ***TBD - Add central air conditioning to all residential units.
      3) *** TBD - Replace all gas fired domestic water heaters.
      4) Replace all range hoods. (Either non-vented filter type units or ducted outside units.)

   c. Community Center Building:

1) Replace existing gas fired boiler unit with high efficiency natural gas condensing boiler

2) *** VERIFY – Window A/C units in Community Center are NOT included in the scope of this contract. Should these window units be added to the contract we will need to review and assess the existing expanded wire mesh security screens protecting units and access to the Community Center interior spaces.

4. Plumbing Prime Contractor: In general, the interior scope of work includes demolition and replacement of the following and all as indicated on the Schematic Documents:

a. High Rise:
   1) Replace (non-UFAS equipped) apartment kitchen sinks and faucets.
   2) Replace bathroom lavatory sinks and faucets.
   3) Replace all non-UFAS shower surrounds, faucets and showerheads.

b. Low Rise Community:
   1) Replace all kitchen sinks and faucets.
   2) Replace all bathroom lavatory sinks and faucets.
   3) Replace all non-UFAS shower surrounds, faucets and showerheads.

c. Community Center Building:
   1) Replace existing gas fired boiler unit with high efficiency natural gas condensing boiler

5. Electrical Prime Contractor: In general, the interior scope of work includes demolition and replacement of the following and all as indicated on the Schematic Documents.

a. High Rise:
   1) The replacement of all common area lighting fixtures from current incandescent, CFL or long tube fluorescent to LED fixtures.
      a) Entry Lobby, Security Office, Vending Area, 1st fl Office Spaces and 1st fl Restrooms
      b) 2nd fl Laundry Room
      c) 8th fl Mechanical Room
      d) All floors: storage spaces, janitorial closets, garbage chute areas and all hallway lighting fixtures. (Does NOT include emergency lighting fixtures or Exit Signs.
   2) Replace building mounted exterior lighting fixtures. (Metal halide and wall packs.)
   3) Replacement of Fire alarm panel and all smoke detectors in high rise building. Both hard wired smoke detectors and battery powered CO/Smoke detectors are to be replaced. (Nurse call pull stations and signal lights NOT included in project scope.)

b. Low Rise Community:
   1) The replacement of all lighting fixtures from current incandescent or CFL to LED fixtures:
      a) Entry Lobby, Security Office, Vending Area, 1st fl Office Spaces and 1st fl Restrooms
      b) All interior fixtures in residential units. Under cabinet, ceiling and wall mounted

c) All residential exterior entry/exit lighting fixtures
d) All building mounted, metal halide, area flood light fixtures
e) Pole mounted fixtures throughout the community are NOT included in the scope of work for this contract

2) Replacement of all smoke detectors in low rise buildings. Both hard wired smoke detectors and battery powered CO/smoke detectors

c. Community Center Building:

1) The replacement of all lighting fixtures from current incandescent, CFL or long tube fluorescent to LED fixtures:
a) All interior fixtures on the Center's basement and first floor levels. (2nd floor level is not included in the scope of this contract. ***VERIFY)
b) Replace all exterior, building mounted, metal halide, area flood light fixtures
c) Pole mounted fixtures around the Community Center and ball field are NOT included in the scope of work for this contract

2) Emergency lighting fixtures and Exit signs are NOT included in the scope of this contract

3) Replacement of all smoke detectors in Community Center building. Both hard wired smoke detectors and battery powered CO/smoke detectors to be replaced

6. Each Prime Contractor is to refer to the entire set of Schematic Documents for coordination with all other Prime Contractors and Owner for additional detailed requirements of the scope of work and as described in the pertinent specification sections and/or shown on the drawings.

7. All associated fees for permits and inspections required to complete the scope of work described above.

C. Type of Contract:

1. Project will be constructed under a multi-prime contract. General Prime, HVAC Prime, Plumbing Prime and Electrical Prime.

1.5 PHASED CONSTRUCTION AND OCCUPANT DISRUPTION

A. The Work shall be conducted in several phases and will be required to be coordinated and sequenced by the General Prime Contractor, with each phase substantially complete as indicated:

1. General Prime Contractor is responsible for the Demolition and Construction Phasing and Occupant Disruption Schedule, (DCPOD Schedule), coordination with all Contactors and disciplines and providing an update on a weekly bases during the Construction Phase. All Contractors and disciplines are required to coordinate and provide detailed Demolition and Construction Phasing and Occupant Disruption Schedules, for their disciplines scope of work, to the General Prime Contractor, to be incorporated into the comprehensive schedule. All milestones and occupancy disruptions shall be identified within the schedule, and shall be provided at least 1 week prior to occupant disruptions, to allow HACP's Representative to coordinate with occupants.

a. General Phasing and Occupant Disruption Schedule Milestones to be Minimally Identified: Start and End dates of specific scope of work milestones, occupant

milestones, substantially complete milestones, ready for occupancy milestones, and other associated milestones for approval from HACP and the Architect minimally for the each floor, each individual Apartment, each Public Area, each Employee Occupied Area, and all other Interior Scope of Work. Schedules to be inclusive of all required Occupant Disruption and Displacement time frames for each scope of work Weekly and Daily. Listing all types of disruption. IE: Noise, Light, Odors, Displacement of Occupant, etc.

2. General Prime Contractor to Schedule a Demolition and Construction Phase Occupant Disruption Meeting within 7 calendar days of receiving the Notice to Proceed.

3. Demolition and Construction Phasing Occupant Disruption Schedule (DCPOD Schedule) shall be provided by each Contractor/Discipline to the General Prime Contractor within 14 calendar days from Notice to Proceed.

4. General Prime Contractor is to provide the initial DCPOD Schedule within 28 calendar days after the Notice to Proceed.

5. Phases can include multiple areas of scope of work simultaneously.

6. No Demolition or Construction shall start until the DCPOD Schedule has been provided and approved by HACP's Representative to Proceed.

B. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.

1.6 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of Project site to work zones delineated in General Prime Contractor's approved DCPOD Plan and Schedule. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to HACP approved limits of work per construction plan.
2. HACP Occupancy: Allow for HACP resident and employee occupancy of Project site.
3. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to HACP, HACP's employees, and emergency vehicles at all times. Each Prime Contractor will be responsible for providing offsite parking, offsite storage of materials, and offsite placement of trailer.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations and minimize space and time requirements for materials and equipment onsite.

C. Condition of Existing Building: Maintain existing building in a weathertight condition throughout all phases of the demolition and construction period. Repair damage caused by construction operations. Protect building and its occupants at all times during construction period.

1.7 COORDINATION WITH OCCUPANTS

A. Full HACP Resident and Employee Occupancy: HACP employees and residents will occupy the site and existing building during entire construction period. Cooperate with Construction Manager/HACP Representative during construction operations to minimize conflicts and facilitate HACP usage. Perform the Work so as not to interfere with HACP's day-to-day operations and to have minimal daily disruption to each apartment resident. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from HACP and approval of authorities having jurisdiction.
2. Notify HACP not less than 120 hours in advance of activities that will affect HACP's operations.
3. Contractor will have limited hours daily at coordinated apartment units to complete work and shall be indicated within the DCPOD Schedule and coordinated with the HACP and the Tenant's Representative.

B. Owner Limited Occupancy of Completed Areas of Construction: HACP reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of furniture and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to HACP acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited HACP occupancy.
3. Before limited HACP occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, HACP will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, HACP will assume responsibility for maintenance and custodial service for occupied portions of Work.

C. Access to Occupied Building and Occupied Areas of the Building during Construction: HACP shall require access to occupied buildings and occupied areas of the building during the entire construction period. The Contractor shall provide temporary access and cooperate with HACP and HACP's contractors to provide access for the duration of the Work. Any temporary entrances shall be accessible as determined by UFAS standards and meet HACP's requirements for secure access to the buildings.

1. General Prime Contractor (G.C.) shall provide
   a. Demolition to accommodate temporary entrances and the reinstallation or replacement in like kind of materials removed or damage during the work.
   b. Temporary security Door & frame
      1) Door to be insulated hollow metal painted black to match existing frame, with half wire glass for security. Door to be UFAS compliant.
      2) Frame to be hollow metal
   c. Wall area adjacent to opening to be in filled. Interior- drywall, exterior with material to maintain building weather tightness.
   d. Any ramp and landing required to provide temporary access to the entrance area shall be removed without visible signs or have areas replaced in kind.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated or directed by HACP's Representative.

1. Weekend Hours: Only upon receipt of written approval from HACP.
2. Early Morning Hours: None without prior approval of HACP.
3. Hours for Utility Shutdowns: None without prior approval of HACP.
4. Hours for noisy activity: 8:00 a.m. to 5:00 p.m.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by HACP or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify HACP's Representative and Architect not less than 7 calendar days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without HACP's written permission.
3. Interruptions shall be scheduled such that current tenants are not without service for more than 2 hours.
4. Schedule interruptions such that the minimum numbers of units are without heat or water at any given time.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to HACP occupancy with HACP.

1. Notify HACP and Tenant Representative not less than two days in advance of proposed disruptive operations.
2. Obtain HACP's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.

F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with HACP's requirements for drug and background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with HACP's Representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

ATTACHMENT C

Front End Bid Documents

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

Management and Development Corporation

All Contract Documents Are For Informational Purposes And Will Be Signed At The Appropriate Time To The Successful Offers

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB

ARMDC RFQ CONTRACT No. 2016-17 REBID

Each successful bidder(s) shall be required to comply with the following special provisions:

A. Required Documents/Information

After proposal opening and determination of the responsive and responsible bidder, but prior to "Notice to Proceed" each successful bidder for this project shall provide the following documents/information within ten (10) business days of receiving written notice thereof:

(1) Insurance
(2) Payment and Performance Bonds
(3) Construction Schedule
(4) Submittal Log and Corresponding Submittals

Please accept these special provisions by completing the information requested below:

Signature of Authorized Officer: _____ Date: _____

Name of Contractor: _____

Address: _____

Telephone Number: _____

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

PROJECT MANUAL

ALLIES & ROSS MANAGEMENT AND
DEVELOPMENT CORPORATION
200 Ross Street
Pittsburgh, PA 15219
Phone: (412) 456-5000

Issued: January 24, 2017

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

GENERAL CONTRACTOR
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

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	Document 00021	Special Provisions

INTRODUCTORY PAGES

	Document 00001	Title Page
	Document 00003	Tables of Contents
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PART ONE: BIDDING REQUIREMENTS

Pre-Bid Information	Document 00090	Identification of Owner
Instructions To Bidders	HUD 5369	Instructions to Bidders for Contracts
	Document 00130	Pre-Submission Conferences
Information Available To Bidders	Document 00210	Project Schedule

PART TWO: CONTRACT FORMS

Bid Form	Document 00310	Scope of Work for General Construction
	Document 00311	Form of Bid for General Construction
Supplements To Bid Forms	Document 00410	Bid Bond
	Document 00420	Statement of Bidder's Qualifications
	Document 00433	Section 3 Form Opportunities Plan
	Document 00434	MBE/WBE Solicitation & Commitment Record
	Document 00435	Bidder Manpower
	Document 00436	Previous Related Experiences
	HUD 2530	Previous Participation Certification
	Document 00437	Special Provisions – Notice to All Prospective Bidders
	HUD 5369-A	Representations, Certifications and Other Statements of Bidders

	Document 00485	Non-Collusion Affidavit
Agreement Forms Bonds and Certificates	Document 00500	Form of Agreement
	Document 00590	Contracting Officer Certification
	Document 00610	Performance Bond
	Document 00620	Payment Bond

PART THREE: CONDITIONS

Conditions of the Contract	HUD 5370	General Conditions of the Contract for Construction
	HACP Document	Supplemental General Conditions
	Document 00830	Wage Determination Schedule

PART FOUR: TECHNICAL SPECIFICATIONS

Not applicable

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ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17

REQUEST FOR QUALIFICATIONS
LIST OF DOCUMENTS

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION will receive proposal for the following contract:

GENERAL CONTRACTOR for GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB

ARMDC RFQ No. 2016-17

A complete **Request for Qualifications (RFQ)** consists of the following documents:

- **THE RFQ, dated February 06, 2017** consisting of:
  - Bidding Requirements,
  - Contract Forms,
  - Conditions of the Contract,
  - Wage Determination,
  - Specifications
- **THE PROJECT DRAWINGS**, as prepared by Renaissance 3 Architects **dated December 15, 2016**
- **THE PROPOSAL PACKAGE, dated February 6, 2017** consisting of a single three-ring binder containing:
  - Blank proposal document forms to be completed by the bidder;
  - Divider tabs to separate the original bid documents from the copies;
  - A pre-printed, pre-addressed envelope in which to deliver the bid.

ADDENDA will be issued as required.

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

IDENTIFICATION OF OWNER

The Owner of this project is Allies & Ross Management and Development Corporation, a body corporate and politic and created pursuant to the "Housing Authorities Law," an Act passed by the 1937 session of the Legislature of the Commonwealth of Pennsylvania, P.L. 955, approved May 28, 1937, hereinafter variously called the "Housing Authority of the City of Pittsburgh" (HACP), "The Authority," the "Local Housing Authority" (LHA), the "Public Housing Authority" (PHA), or the "Public Housing Authority/Indian Housing Authority" (PHA/IHA).

Caster D. Binion
President and CEO
Allies & Ross Management and Development Corporation

James Harris
Chief Contracting Officer/General Counsel
Allies & Ross Management and Development Corporation

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

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

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

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

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

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Contracting Officer
Legal Department
Housing Authority of the City of Pittsburgh
200 Ross St, 7th Floor
Pittsburgh, PA 15219

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding $25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[X] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website **http://www.fms.treas.gov/c570/index.html**, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [X] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

ALLIES AND ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

NOTICE OF
PRE-SUBMISSION CONFERENCE

- A Pre-Submission Conference will be held on **February 16, 2017 at 11:00 a.m.** at 100 Ross Street, Pittsburgh, PA 15219. Bidders shall be prepared to review all aspects of the site necessary to prepare a proposal.

- Representatives of the ARMDC, the architect and other interested parties will be in attendance.

All bidders are urged to attend.

- Bidders are responsible for examining the construction site. (Refer to "Instructions to Bidders for Contracts," Document HUD 5369, Clause 1, "Bid Preparation and Submission.") Notwithstanding the above, lack of attendance will not be a basis for rejecting a proposal.

- Bidders are urged to examine the drawings and specifications prior to the Pre-Submission Conference.

- Nothing at the Pre-Submission Conference will change the terms of the RFQ unless a subsequent Addendum is issued. (Refer to "Instructions to Bidders for Contracts," Document HUD 5369, Clause 2, "Explanations and Interpretations to Prospective Bidders.")

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

PROJECT SCHEDULE TIMELINE

February 6, 2017	Request for Qualifications issued
February 16, 2017	Pre-Submission Conference
February 17, 2017 11:00 am.	Last day to submit written questions
February 24, 2017 11:00 a.m.	Proposal due date
March 1, 2017 (Estimated)	Notice of Award
September 15, 2017 (Estimated)	Execution of Contracts & Notice to Proceed
October 15, 2017 (Estimated)	Pre-Construction Conference
November, 2017 (Estimated)	Construction Start
December, 2018 (Estimated)	All work required under this contract shall be complete

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

SAMPLE SCOPE OF WORK FOR GENERAL CONSTRUCTION

The Contract for the General Construction shall consist of the following component parts:

1. **THE AGREEMENT**
(Bound in the Project Manual)

THE BID	Document 00320 - Scope of Work for General Construction Document 00321 - Form of Bid for General Construction
THE FORM OF AGREEMENT	Document 00500 - Form of Agreement Document 00590 - Contracting Officer Certification
CONDITIONS *of the* CONTRACT	Document HUD - 5370 General Conditions HACP Document - Supplemental General Conditions Document 00830 - Wage Determination Schedule

2. **PRIMARY SPECIFICATIONS FOR THE GENERAL CONSTRUCTION CONTRACT**
(bound in the Project Manual)

All Work contained in the Primary Specifications listed below is the Work of the Contractor for this General Construction Contract unless specifically indicated otherwise.

Any Reference in the Primary Specifications to the "Contractor," the "Prime Contractor," or the "General Contractor" shall be interpreted as meaning the Contractor for this General Construction Contract.

It is the contractual responsibility of the Contractor for General Construction to familiarize himself with the work of the other prime contractors so that the Project as a whole can proceed in an orderly fashion. Failure to familiarize work by other trades would not be an excuse for corrective measures at no cost to the City of Pittsburgh Housing Authority.

Reference Standard for Incidental Work: Incidental work, as used in this paragraph, is work which is not a basic part of the General Contract but which is required by reference.

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

STATEMENT OF BIDDER'S QUALIFICATIONS

GENERAL CONTRACTOR for
GLEN HAZEL DEVELOPMENT

_____

(Bidder's Name)

(Project Name)

_____

(Address)

_____

ARMDC RFQ CONTRACT
No. 2016-17 REBID
(ARMDC Project No.)

Names of not more than two Principals to contact:

Name:_____ Name:_____

Title:_____ Title:_____

Telephone:_____ Telephone:_____

AUTHORIZATION:

Excerpt from HUD 7460.8-REV-1 AND 24 CFR 85.36(b)(8) & 24 CFR 905.160(a)(3):

"The evaluation of a contractor's ability to perform a contract is known as determining the contractor's responsibility. Has **shall** make awards only to **responsible** contractors possessing the ability to perform successfully under the terms and conditions of a proposed contract. Consideration **shall** be given to such matters as **contractor integrity, compliance with public policy, record of past performance, and financial and technical resources**.

"The award of a contract to an offeror **shall** not be made solely on the basis of the lowest evaluated price without considering the firm's ability to perform the required work. Some of the specific factors to consider include (1) whether the contractor performed satisfactorily on other HA Contracts, (2) is the contractor suspended or debarred from Federal Contracts, and (3) have other HAs have satisfactory performance from this contractor.

"A pre-award survey may entail an on-site inspection of the offeror's facilities, including a review of financial statements, record keeping, production capacity, or similar factors that impact on the ability to perform the contract.

"Recent unsatisfactory performance regarding either quality or timeliness of delivery is an example of a problem which the Contracting Officer **shall** consider and resolve as to its impact on the current procurement prior to making an affirmative determination of responsibility.

ORGANIZATION

THE BIDDER IS:

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name

[ ] A General Partnership
  [ ] Doing business under Partnership Name
  [ ] Doing business under a fictitious or assumed name

[ ] A Limited Partnership
  [ ] Doing business under Partnership Name
  [ ] Doing business under a fictitious or assumed name

[ ] A corporation doing business in its own name
[ ] A corporation doing business under a fictitious or assumed name

How many years has the bidder been in business as a Contractor? _____

How many years has the bidder been in business under its present business name? _____

Under what other or former names has the bidder operated?

PAST PERFORMANCE

Claims and Lawsuits. (If the answer to any of the questions below is yes, please attach explanation.)

[ ] Yes [ ] No Has the Bidder ever failed to complete any work awarded to it?

[ ] Yes [ ] No Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder or its officers?

[ ] Yes [ ] No Has the bidder filed any law suits or requested arbitration with regard to construction contracts within the last five years?

[ ] Yes [ ] No Within the last five years, has any officer or principal of the bidder ever been an officer or principal of another organization when it failed to complete a construction contract? (If answer is yes, please attach details.)

State average annual amount of construction work performed during the past five years: $_____

State total worth of work in progress and under contract: $_____

On a separate sheet, list major construction projects the bidder has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

On a separate sheet, list the major projects the bidder has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

REFERENCES:

- **List Trade References (use separate sheet if necessary):**

- **List Bank References (use separate sheet if necessary):**

- **List previous HUD/USDA-FmHA projects and Section 8 Contracts (formerly Schedule A on HUD-2530).**

- Applicable to construction contracts exceeding $50,000, list each Principal's name, previous project, principal's participation role and interest, and disclose defaults, mortgage relief, assignments and foreclosures. **Note that having a Master Schedule on file with HUD will not meet this requirement.**

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record of this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits, signed by me and attached to this form.

Warning: HUD and/or the Authority will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1012;31 U.S.C. 3729, 3802)

I further certify that:

1. The list of previous HUD/USDA-FmHA projects and Section 8 Contracts contains a listing of every assisted or insured project of HUD, which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
   a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
   b. I have not experienced default or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
   c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
   d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
   e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
   f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.

g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.

3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.

4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.r. Part O and USDA's Standard of Conduct in 7 C.F.R. Part 9 Subpart B.

5. I am not a Housing Authority of the City of Pittsburgh employee or a member of an Authority employee's immediate family.

6. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.

7. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights law.

8. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

9. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (f any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

Subscribed and sworn to before me

this_____ day of _____, 20

My Commission expires _____, 20

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Housing Authority City of Pittsburgh
Development and Modernization Department
Bidder's Section 3 Participation Form

A. Bidder's Section 3 Hiring Plan

Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees*	Number of Positions Not Occupied	Number of Positions Available for Section 3 Residents
Trade:				
Journeyman				
Helper				
Apprentices				
Trainees				
Laborer				
Others				

*** Please submit a list of current employees to be assigned to this project including Dates of Hire**

B. Bidder's Section 3 Subcontracting Plan

SUB - CONTRACTOR'S NAME**	SUB - CONTRACTORS ADDRESS	PHONE NUMBER	FEDERAL TAX ID NO./ SS#	DESCRIPTION OF WORK	Sub - Contract Amount

**** If the Bidder has not identified a Section 3 subcontractor, please indicate if there will be any Section 3 subcontracting opportunity and describe scope of work**_____

_____
Company Name

_____
Project Name

_____
Project Number

_____
Name and Title of Person Completing this Form

_____
Signature and Date

Section 3 Participation

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	**RESIDENT LABOR AS A % OF TOTAL LABOR** DOLLARS
Labor dollars $25,000 but less than $100,000	10% of the labor dollars
$100,000, but less than $200,000	9% of the labor dollars
At least $200,000, but less than $300,000	8% of the labor dollars
At least $300,000, but less than $400,000	7% of the labor dollars
At least $400,000, but less than $500,000	6% of the labor dollars
At least $500,000, but less than $1 million	5% of the labor dollars
At least $1 million, but less than $2 million	4% of the labor dollars
At least $2 million, but less than $4 million	3% of the labor dollars
At least $4 million, but less than $7 million	2% of the labor dollars
$7 million or more	½ to 1 % of the labor dollars

A copy of HACP's Section 3 Program Manual is available for download at www.HACP.org.

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME: _____
SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____
SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[ ] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.
The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:

(1) Indicate each job title for all phases of this contract
(2) The number of positions that will be needed in each category
(3) How many of those positions are currently filled
(4) The number currently filled by low and very low-income HACP residents
(5) The number currently filled by City of Pittsburgh neighborhood area residents
(6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

(7) Low income HACP Residents (LIPH) and/or
(8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)

Housing Authority of the City of Pittsburgh

SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:				SPEC or RFP NUMBER:			
JOB TITLE (1)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

LIPH – HACP low income public housing resident
ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.
Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

_____

_____

SECTION 3 OPPORTUNITIES PLAN

[ ] Tier II – CONTRACTING

The contractor has identified _____ HACP resident-owned business(es) or _____ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____.

In a one (1) page letter on your firm's letterhead:

1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.

2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).

3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,

b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[ ] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.

SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION
MBE/WBE SOLICITATION AND COMMITMENT RECORD

SOLICITATION AND COMMITMENT STATEMENT

MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES

BID NUMBER	NAME OF BIDDER	ADDRESS	PHONE

List below All MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary

____MBE ____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME				
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED	
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT $	
			PERCENT OF TOTAL BID %	

____MBE ____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME				
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED	
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT $	
			PERCENT OF TOTAL BID %	

____MBE ____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME				
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED	
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT $	
			PERCENT OF TOTAL BID %	

Prepared by: Title: Phone:

NOTE: Certification and letters of intent for each MBE/WBE commitment must accompany this document.

MBE/WBE Participation Plan

I. SMALL BUSINESS PARTICIPATION
Is the Bidder a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION
Is the Bidder classified as a Minority Business Enterprise?

Yes _____ No _____

If "No", area any Subcontractors classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	$ Value Contract	% of Fee

III. WOMEN-OWNED BUSINESS PARTICIPATION
Is the Bidder classified as a Woman-Owned Business Enterprise?

Yes _____ No _____

If "No", area any Subcontractors classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (WBE)	$ Value Contract	% of Fee

****All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION
MBE/WBE RECORD
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
MBE/WBE 3-YEAR RECORD

BIDDERS NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

PROPOSAL AND BID FOR: _____

List below all contracts with the Housing Authority of the City of Pittsburgh during the past three years and the MBE and WBE participation obtained.					
CONTRACT TITLE	CONTRACT DATE	AMOUNT	% PARTICIPATION MBE	WBE	COMMENTS

Prepared by: Title: Phone:

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
ADDITIONAL INFORMATION SHEET

The bidder presents the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement.

Prepared by: Title: Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE EXHIBIT

MBE/WBE COMMITMENT WAIVER REQUEST FORM

BIDDER'S FIRM:_____
ADDRESS:_____
TELEPHONE:_____
CONTACT PERSON:_____
PROPOSAL AND BID FOR:_____

Waiver of the MBE/WBE participation requirement is requested for the following reasons:

Prepared by: Title: Phone:

NOTE: The fully completed MBE/WBE Solicitation and Commitment Statement must accompany this waiver request.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11625)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals for minority and female participation at the Housing Authority of the City of Pittsburgh are pursuant to the Mayor's promulgated Executive Order, and the action of the Housing Authority Board. Expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, these goals are eighteen percent (18%) of the total cost of the contract to be expended for minority participation and seven percent (7%) for women participation. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in Section 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in Section 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in Section 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification, within10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation, to:

   Mary Ann Sedlacek
   DOL Pittsburgh District Office
   Room 1132, Federal Building
   1000 Liberty Avenue
   Pittsburgh, PA 15222

   The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is within the Commonwealth of Pennsylvania, County of Allegheny, City of Pittsburgh.

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

NOTICE TO ALL PROSPECTIVE BIDDERS

REQUEST FOR MANPOWER PLAN

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB

ARMDC RFQ CONTRACT No. 2016-17 REBID

Each proposal must include a separate Manpower Plan and Major Equipment List for this Request for Qualification. The Manpower Plan must include (1) the names of the bidder's personnel to be assigned to the Project, (2) trade/position and (3) Social Security Number or Driver's License Number.

In the event you are bidding on multiple ARMDC construction work, each proposal must include a separate Manpower Plan and Major Equipment List that clearly demonstrates that the bidder has the capacity and will not use the same personnel and equipment on more than one ARMDCconstruction work that is being executed simultaneously within the next 180 days.

ARMDC will use this information to determine whether the bidder has the capacity to perform the work.

Please acknowledge receipt of this Notice by completing the information below and the attached and including copies in your proposal.

Bidder's Name: _____

Name of the Person Signing the proposal: _____

Signature of the Person Signing the proposal: _____

Submission Due Date:

_____

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200 Ross Street
Pittsburgh, PA 15219

412-456-5000

Management and Development Corporation

Bidder's Planned Manpower

Provide Employee Name, Trade/Position and Social Security Number or Driver's License Number for each employee:
(use additional sheets if necessary).

Name	Position	Social Security No. or Driver's License No.	

Housing Authority of the City of Pittsburgh

Development & Modernization
100 Ross Street, Suite 200
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

SPECIAL PROVISIONS
FOR INVITATION FOR BIDS (IFB)

REQUEST FOR INFORMATION

Each bidder must submit the following information to assist HACP to determine if the Bidder has the capacity to perform the required work under this **Project Name:**_____ **IFB No.** _____.

Bidder's Capacity

Provide information demonstrating the Bidder's ability to provide the resources necessary for the timely and efficient implementation of the construction work. Due to the nature of this procurement, capacity will also be evaluated based on the Bidder's ability to complete the work on time and within budget, therefore, please describe the Bidder's Capacity as follows:

1. Manpower Plan and Major Equipment List (Please complete **Form 00435-1 & 2**).
2. List a maximum of three-(3) current or completed ***Housing Authority of the City of Pittsburgh*** related projects, the **Initial Contract Value, Change Orders, if any, and Final Contract Value.** If the project was not completed within budget and on time, please explain the circumstances or justification for the change order(s):

HACP Project #	Initial Contract Value	Change Order(s)	Final Contract Value
a.			
b.			
c.			

Justification for Change Orders:_____
_____
_____

3. List at least three-(3) other Owners including one current or completed project plus the following information:

Vendor's Name & Contact #	Initial Contract Value	Change Order(s)	Final Contract Value
a.			
b.			
c.			

Justification for Change Orders:_____
_____
_____

The Bidder hereby certifies that the information provided above is accurate/correct and provision of false information can be a basis for the rejection of this bid:

Bidder's Name:_____ Bidder's Signature:_____ Date:_____

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

NOTICE TO ALL PROSPECTIVE BIDDERS
Previous Related Experience

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 1			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
2			
3			
4			
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10			

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NOTICE TO ALL PROSPECTIVE BIDDERS
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The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 2			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
2			
3			
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10			

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GENERAL CONTRACTOR CONTRACT
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OCCUPIED REHAB
ARMDC RFQ CONTRACT NO. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 3			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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NOTICE TO ALL PROSPECTIVE BIDDERS
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ARMDC RFQ CONTRACT NO. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 4			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
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NOTICE TO ALL PROSPECTIVE BIDDERS
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ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 5			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
	Change Orders		
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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NOTICE TO ALL PROSPECTIVE BIDDERS
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GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
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ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 6			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
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Pittsburgh, PA 15219

412-456-5000

NOTICE TO ALL PROSPECTIVE BIDDERS
Previous Related Experience

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 7			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

***All contractors MUST submit 3 references and most recent ARMDC Job if applicable.**

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

Pursuant to Sections 27, 38, 40 and 46 of the General Conditions for this Contract, each contractor must submit the following required documents with each Payment Estimate ("PE") in order for ARMDC to process a PE as follows:

A. **Periodic Estimate – HUD 51001**

B. **Schedule of Stored Materials – HUD 51003** (if applicable)

C. **Summary of Stored Materials – HUD 51004** (if applicable)

D. **Schedule of Change Orders – HUD 51002** (if applicable)

E. **Progress Payment Certification**

F. **Current/Approved Certified Payrolls** (submitted to HACP's Davis-Bacon Wage Clerk).

G. **MBE/WBE Utilization Report**

H. **Section 3 Summary Report**

Signature of Authorized Officer: _____ Date: _____

THIS DOCUMENT MUST BE SIGNED.

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects *(See instructions)*		**For HUD HQ/FmHA use only**	
Reason for submission:			
1. Agency name and City where the application is filed		**2.** Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount $	**4.** Number of Units or Beds	**5.** Section of Act	**6.** Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	**8 Role of Each Principal in Project**	**9. Expected % Ownership in Project**	**10. SSN or IRS Employer Number**

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
   a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
   b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
   c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
   d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
   e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
   f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
   g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	**Signature of Principal**	**Certification Date(mm/dd/yyyy**	**Area Code and Tel. No.**

This form prepared by (print name)	**Area Code and Tel. No.**

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**No previous participation, First Experience**".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3.List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation **Yes**	**No**	**If yes, explain**	6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended.	☐ C. Disclosure or Certification problem
Staff	Processing and Control	☐ B. Name match in system	☐ D. Other (attach memorandum)

Supervisor	Director of Housing/Director, Multifamily Division	Approved ☐ Yes ☐ No	Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures, partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **full** disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Block 10: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. ***All previous projects must be listed or your certification cannot be processed.*** Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" ☐ is, ☐ is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

☐ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days. ☐

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans
☐ Hispanic Americans
☐ Native Americans
☐ Asian Pacific Americans
☐ Asian Indian Americans
☐ Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) ☐ is, ☐ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) ☐ is, ☐ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

☐ is, ☐ is not included with the bid.

13. Bidder's Signature

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

☐

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

NON-COLLUSION AFFIDAVIT

State of_____

County of_____

_____, being first duly sworn, deposes and says:
(Printed or Typed Name)

That he/she is
(Proprietor, General Partner, President or Vice President)

of _____; and having submitted the foregoing proposal for
(Bidder Name)

GENERAL CONTRACTOR
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ No. 2016-17 REBID

_____ _____;
(Project Name) *(HACP Contract No.)*

and is the party making the foregoing proposal, and that such proposal is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid, or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the Housing Authority of the City of Pittsburgh or any person interested in the proposed contract; and that all statements in said proposal are true.

_____
(Signature and Date)

Subscribed and sworn to before me

this_____ day of _____, 2017

My Commission expires _____, 2017

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of _____ in the year Two Thousand Seventeen (2017) by and between:

_____

_____

_____

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name
[ ] A partnership
[ ] A Corporation

(Hereinafter called the Contractor)

AND

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION
(hereinafter called ARMDC)
200 Ross Street
Pittsburgh, PA 15219

WITNESSETH: That the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - STATEMENT OF WORK

The Contractor shall provide all labor, materials and equipment, and services necessary to perform and complete all work required in accordance with Request for Qualification

GENERAL CONTRACTOR
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT NO. 2016-17 REBID

and addenda thereto numbered _____, all as prepared by _____, which said specifications, drawings, and addenda are incorporated herein by reference and are a part hereof.

The work shall begin at the time stipulated in the NOTICE TO PROCEED and in no event exceeding 15 consecutive calendar days from notice to proceed.

ARTICLE 2 - THE CONTRACT PRICE

ARMDC shall pay the contractor for the performance of the Contract in current fund, subject to additions and

deductions as provided in the specifications.

_____ ($_____)

ARTICLE 3 - CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

a. This Agreement
b. Request for Qualification
c. Addenda

This Agreement, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3, shall govern, except as subsequent parts may establish more specific criteria or language in which case these criteria and language shall govern. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract, which each modified.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS
(1 original and 1 copy required)

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

By signing this Form of Agreement, if the Allies and Ross Management Corporation accepts and signs Contract No. ARMDC RFQ No. 2016-17 REBID this contract shall be binding on both parties.

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Witness *Principal*

{ {

_____ _____
(Signature and Date) *(Signature and Date)*

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

By signing this Form of Agreement, if the Allies and Ross Management Corporation accepts and signs Contract No. ARMDC RFQ No. 2016-17 REBID this contract shall be binding on both parties.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {	_____ *(Signature and Date)*	*Partner** {	_____ *(Signature and Date)*
	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {	_____ *(Signature and Date)*	*Partner** {	_____ *(Signature and Date)*

***If the Bidder is a partnership, the Form of Agreement must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the proposal.**

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. ARMDC RFQ No. 2016-17 REBID this contract shall be binding on both parties.

(CORPORATE SEAL)

_____
(Corporate Name)

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*President V.P.*** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*
_____ *(Corporate Title)*	_____ *(Corporate Title)*

**** If the bidder is a corporation, the Form of Agreement must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the **Secretary/Assistant Secretary** of the Corporation named a Bidder herein; that
(Circle one)

_____ who signed this Bid on behalf of the

Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

ALLIES AND ROS MANAGEMENT CORPORATION

Secretary
Contracting Officer

Attest

{

(Signature and Date)

ARMDC RFQ CONTRACT No. 2016-17 REBID,

Principal

{

(Signature and Date)

P. Nathaniel Boe, Esq., Chief Development Officer

Approved as to
Contents and Costs {

(Signature and Date)

Associate Counsel

Approved as to
Form {

(Signature and Date)

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

CONTRACTING OFFICER CERTIFICATION

I, _____, certify that I am the Recording Secretary of the Housing Authority of the City of Pittsburgh; that _____, who signed this Contract on behalf of Allies & Ross Management and Development Corporation, was then Contracting Officer of said ARMDC that the said Contract was duly signed for and on behalf of Allies & Ross Management and Development Corporation,

_____ (SEAL)

Secretary

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND IN FAVOR OF THE AUTHORITY CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and

(Insert name and address of contractor exactly as it appears on Form of Agreement)

_____, as Sureties, are held and firmly bound unto Allies & Ross Management and Development Corporation, its certain attorney, successors, or assigns (the Obligee, hereinafter called "ARMDC") in the penal sum of

_____Dollars ($_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal heretofore has submitted to the said Authority a certain proposal, dated

_____, 20_____ (the " proposal "), for construction of

(Insert date of proposal)

GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ No. 2016-17 REBID

_____

(Insert name of project exactly as it appears on Form of Agreement)

pursuant to specifications, drawings and other related documents constituting the Request for Qualifications (the "RFQ");
and

WHEREAS, the said Authority is a "Contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (8 P.S. 191-202) (the "Act"); and

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal shall furnish this Bond to the said Authority, with this Bond to become binding upon the award of a Contract to the Principal by the said Authority in accordance with the proposal; and

WHEREAS, it also is a condition of the RFQ that this Bond shall be furnished by the Principal to the said Authority; and

WHEREAS, Under the Invitation for Bids, it is provided, inter alia, that if the Principal shall furnish this Bond to the said Authority, and if the said Authority shall make an award to the Principal in accordance with the proposal, then the Principal and the said Authority shall enter into a contract with respect to performance of such work (the "Contract"), the Form of Agreement for which is set forth in the RFQ.

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall faithfully perform the Contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Authority from any and all cost and damage which the said Authority may suffer by reason of the principal's failure to do so, and shall fully reimburse and repay the said Authority any and all outlay and expense which it incurs by reason of any such default, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year from completion date of the contract against defects in workmanship or materials in accordance with the terms of the Contract.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS
(2 required by Authority)

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness	*Principal*
{	{
_____ *(Signature and Date)*	_____ *(Signature and Date)*

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness { _____ *(Signature and Date)*	*Partner** { _____ *(Signature and Date)*
_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness { _____ *(Signature and Date)*	*Partner** { _____ *(Signature and Date)*

* If the Bidder is a partnership, the Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the proposal.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE SEAL)

_____ *(Corporate Name)*

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness { _____ *(Signature and Date)*	*President V.P.*** { _____ *(Signature and Date)*
_____ *(Corporate Title)*	_____ *(Corporate Title)*

** If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal below must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the **Secretary/Assistant Secretary** of the Corporation named a Bidder herein; that

(Circle one)

_____ who signed this Bid on behalf of the

Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

SURETY SIGN HERE

(SURETY SEAL)

_____
(Printed or Typed Name)

_____
(Printed or Typed Name)

Attest
{
_____
(Signature and Date)

Surety ***
{
_____
(Signature and Date)

***Power of attorney must be attached to this Bid Bond.

The rate of premium charged is $_____ per thousand.
(To be filled in by Surety)

The total amount of premium charged is $_____
(To be filled in by Surety)

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

PAYMENT BOND
(Labor and Materialmen's Bond)

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE AUTHORITY CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and

(Insert name and address of Contractor exactly as it appears on Form of Agreement)

_____, as Sureties, are held and firmly bound unto Allies & Ross Management and Development Corporation, its certain attorney, successors, or assigns (the Obligee, hereinafter called "ARMDC") in the penal sum of

_____Dollars

($_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal heretofore has submitted to the said Obligee a certain bid, dated

_____, 20_____ (the "Bid"), for construction of

(Insert date of bid)

GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ No. 2016-17 REBID

(Insert name of project exactly as it appears on Form of Agreement)

pursuant to specifications, drawings and other related documents constituting the Invitation for Bids (the "IFB"); and

WHEREAS, the said Authority is a "Contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (8 P.S. 191-202) (the "Act"); and

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal shall furnish this Bond to the said Authority, with this Bond to become binding upon the award of a Contract to the Principal by the said Authority in accordance with the Bid; and

WHEREAS, it also is a condition of the IFB that this Bond shall be furnished by the Principal to the said

Authority; and

WHEREAS, Under the Invitation for Bids, it is provided, inter alia, that if the Principal shall furnish this Bond to the said Authority, and if the said Authority shall make an award to the Principal in accordance with the Bid, then the Principal and the said Authority shall enter into a contract with respect to performance of such work (the "Contract"), the Form of Agreement for which is set forth in the IFB.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said principal and of such subcontractors shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment or services enter into and become component parts of the work or improvement contemplated in said contract, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have direct right of action against the principal and surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract is more than one State, then in any such State). Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituting such action and any or all other persons having claims hereunder, and any other person having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the complete performance of said contract and final settlement thereof.

(d) As used herein: The term "person" refers to any individual, firm or corporation who have furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract or in any amendment or extension of or addition to said Contract, who is an agent, servant or employee of the principal, or of any subcontractor, or of any assignee of said principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any sub-contractor, or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS
(2 required by Authority)

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*Principal* {
_____ *(Signature and Date)*	_____ *(Signature and Date)*

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*Partner** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*
_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*Partner** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*

* If the Bidder is a partnership, the Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE SEAL)

_____
(Corporate Name)

_____ _____
(Printed or Typed Name) *(Printed or Typed Name)*

Witness { *President V.P.*** {

_____ _____
(Signature and Date) *(Signature and Date)*

_____ _____
(Corporate Title) *(Corporate Title)*

** If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the **Secretary/Assistant Secretary** of the Corporation named a Bidder herein; that
(Circle one)

_____ who signed this Bid on behalf of the Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

SURETY SIGN HERE

(SURETY SEAL)

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Attest {	*Surety* {
_____ *(Signature and Date)*	_____ *(Signature and Date)*

The rate of premium charged is $_____ per thousand.
(To be filled in by Surety)

The total amount of premium charged is $_____
(To be filled in by Surety)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. This form is applicable to any construction/development contract greater than $100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).
The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.
Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.
The information requested does not lend itself to confidentiality.
HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where " shown" " indicated", " detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
(2) Protect the lives, health, and safety of other persons;
(3) Prevent damage to property, materials, supplies, and equipment; and,
(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
(1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. 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), 40 U.S.C. 3701 et seq.; and
(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required on this contract within 180 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____

Name:

_____

Title:

_____

Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2)Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3)Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $_____$1,000 /day Contracting Officer insert each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ $1 million [Contracting Officer insert

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ 1 million [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any 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 that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

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

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

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

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

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

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b)agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved 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 regular 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 in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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 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.

(2) (i) Any class of laborers or mechanics, including helpers, 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 therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) 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, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.

(iii) 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 of the Wage and Hour Division 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.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) 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.

(4) 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.

(b) Withholding of funds. 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 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, 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.

(c) Payrolls and basic records.

(1) 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 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 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.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The 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 1214-0149.)

(ii) 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:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) 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; and

(C) 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.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) 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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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 5.12.

(d) (1) 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, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

(2) 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 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 in 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 in 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 in 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 in 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.

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

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) 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.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) 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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor 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 provisions set forth in subparagraph (j)(1) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(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 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 provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. This form is applicable to any construction/development contract greater than $100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).
The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.
Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.
The information requested does not lend itself to confidentiality.
HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads;(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where " shown" " indicated", " detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
  (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  (2) Protect the lives, health, and safety of other persons;
  (3) Prevent damage to property, materials, supplies, and equipment; and,
  (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
  (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. 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), 40 U.S.C. 3701 et seq.; and
  (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
(1) The Contractor's failure to conform to contract requirements; or
(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
(1) Obtain all warranties that would be given in normal commercial practice;
(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required on this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____
Name:

_____
Title:

_____
Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $_____Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

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

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any 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 that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

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

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

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

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

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

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b)agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved 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 regular 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 in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 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 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.

(2) (i) Any class of laborers or mechanics, including helpers, 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 therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) 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, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.

(iii) 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 of the Wage and Hour Division 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.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) 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.

(4) 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.

(b) Withholding of funds. 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 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, 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.

(c) Payrolls and basic records.

(1) 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 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 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.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The 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 1214-0149.)

(ii) 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:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) 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; and

(C) 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.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) 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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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 5.12.

(d) (1) 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, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

(2) 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 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 in 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 in 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 in 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 in 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.

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

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) 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.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) 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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor 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 provisions set forth in subparagraph (j)(1) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(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 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 provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

If HUD 5370 applies:

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-EZ applies:

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-C applies:

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

ALLIES AND ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

Date: _____ Signature: _____
Contracting Officer

_____

_____
Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____

Title: _____

THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

WAGE DETERMINATION SCHEDULE

The construction covered by this contract is subject to the requirements of Clause 47 **Labor Standards- Davis-Bacon and Related Acts** of the General Conditions of the Contract for Construction. In accordance with 47 (a)(1) the wage determination of the Secretary of Labor is attached.

The Wage Determination will be pulled at the time of selection of the Subcontractors.

Housing Authority
City of Pittsburgh

Janice Ray <janice.ray@hacp.org>

Re: Wage Determination Request for approval for PA Bidwell Balcony Repairs

1 message

Ibrahim Mansuri <ibrahim_mansuri@yahoo.com> Thu, Sep 22, 2016 at 12:03 AM
To: Janice Ray <janice.ray@hacp.org>
Cc: Ibrahim Mansuri <Ibrahim.Mansuri@hacp.org>

Janice,
I have reviewed the wage determination for balcony repair work at PA Bidwell.
The determination as Building classification is acceptable since the hi rise is more than Four(4) story high
Please let me know if there are any further questions or comments
Ibrahim
Sent from my iPhone
Ibrahim

On Sep 21, 2016, at 4:07 PM, Janice Ray <janice.ray@hacp.org> wrote:

I've attached a request for your approval for the above subject thank you!
---------- Forwarded message ----------
From: **donotreply@hacp.org** <donotreply@hacp.org>
Date: Wed, Sep 21, 2016 at 5:39 PM
Subject: Scanned image from HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
To: Janice.Ray@hacp.org

Reply to: donotreply@hacp.org <donotreply@hacp.org>
Device Name: HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
Device Model: MX-6240N
Location: 100 Ross St, 2nd Fl DevMon Dept., Pgh 15219 - WG0236

File Format: PDF (High)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
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http://www.adobe.com/

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<donotreply@hacp.org_20160921_160918.pdf>

Housing Authority
City of Pittsburgh

Janice Ray <janice.ray@hacp.org>

Fwd: PA BIDWELL BALCONY REPAIRS

1 message

Melvena Daniels <melvena.daniels@hacp.org> Wed, Sep 21, 2016 at 4:08 PM
To: Janice Ray <Janice.Ray@hacp.org>
Cc: Terri Lee <Terri.Lee@hacp.org>

Good Evening,

I am requesting a Davis Bacon Wage Determination for PA Bidwell Balcony Repairs project. HACP Contract no: 600-43-16. Please see attached the scope of services for this project If you need anything else, please contact me or Terri.

Thanks,
Mel
---------- Forwarded message ---------
From: **Terri Lee** <terri.lee@hacp.org>
Date: Wed, Sep 21, 2016 at 3:08 PM
Subject: Fwd: PA BIDWELL BALCONY REPAIRS
To: Melvena Daniels <Melvena.Daniels@hacp.org>

Mel,

Please see attached for Scope under 1.4....This is the Wage Compliance Determination.
---------- Forwarded message ---------
From: **Peter Kreuthmeier** <peter@lk-architects.com>
Date: Wed, Sep 21, 2016 at 2:14 PM
Subject: RE: PA BIDWELL BALCONY REPAIRS
To: Terri Lee <terri.lee@hacp.org>

Hi Terri,

Section 1.4, attached, has a summary – though we'd need to update that with any additional railing/painting things.

Let me know if that's what you were looking for.

Thanks,

Peter

LOYSEN + KREUTHMEIER

ARCHITECTS

5115 Penn Avenue

Pittsburgh, PA 15224

412.924.0006 tel

412.924.0007 fax

www.lk-architects.com

From: Terri Lee [mailto:terri.lee@hacp.org]
Sent: Wednesday, September 21, 2016 9:10 AM
To: Peter Kreuthmeier <peter@lk-architects.com>
Subject: PA BIDWELL BALCONY REPAIRS

Peter,

When you get a chance, can you send me the scope portion only f the above project. I need to send it out internally to determine the Wage Compliance. Thanks.

--

Terri Lee

Senior Project Manager

Housing Authority City of Pittsburgh

100 Ross Street

Pittsburgh Pa. 15219

412-456-5020 X 6006

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--

Terri Lee
Senior Project Manager
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100 Ross Street
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destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability including for any errors or omissions in the contents of this message, which arise as the result of e-mail transmission.

--

Melvena S.Daniels
Assistant Project Manager
Housing Authority City of Pittsburgh
100 Ross Street
Pittsburgh, Pa 15219
Ph: 412-456-5020 x 6009 Fax: 412-456-5591

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01 10 00 Summary.pdf
21K

General Decision Number: PA160001 08/12/2016 PA1

Superseded General Decision Number: PA20150001

State: Pennsylvania

Construction Type: Building

County: Allegheny County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not include residential construction consisting of single family homes and apartmennts up to and including 4 stories) EXCLUDING SEWAGE AND TREATMENT PLANT PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/04/2016
3	04/01/2016
4	05/06/2016
5	06/03/2016
6	07/01/2016
7	07/29/2016
8	08/12/2016

ASBE0002-001 08/01/2015

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems	$ 38.81	23.12

BOIL0154-001 01/01/2013

	Rates	Fringes
BOILERMAKER	$ 42.67	24.55

BRPA0009-029 06/01/2016

	Rates	Fringes
BRICKLAYER	$ 31.42	19.84

BRPA0009-060 06/01/2016

	Rates	Fringes
MASON - STONE	$ 32.22	19.30

BRPA0009-061 06/01/2016

	Rates	Fringes
TILE SETTER	$ 30.08	17.56

CARP0142-001 06/01/2015

	Rates	Fringes
Carpenter/Lather	$ 31.73	15.17

CARP1759-001 01/01/2015

	Rates	Fringes
FLOOR LAYER: Carpet	$ 30.92	14.81

CARP2235-001 06/01/2015

	Rates	Fringes
MILLWRIGHT	$ 38.24	17.51

CARP2235-007 01/01/2016

	Rates	Fringes
PILEDRIVERMAN	$ 32.03	17.37

ELEC0005-007 12/25/2015

	Rates	Fringes
ELECTRICIAN	$ 38.26	23.96

* ELEC0126-006 05/30/2016

	Rates	Fringes
Line Construction:		
Groundmen	$ 26.87	26.25%+10.50
Lineman	$ 44.78	26.25%+10.50
Truck Driver	$ 29.10	26.25%+10.50
Winch Truck Operator	$ 31.34	26.25%+10.50

ELEV0006-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC	$ 44.80	29.985&A+B

FOOTNOTE: A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day;

Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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* ENGI0066-001 06/01/2014

	Rates	Fringes
Power equipment operators:		
CLASS 1	$ 32.59	18.10
CLASS 2	$ 28.36	18.10
CLASS 3	$ 26.34	18.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180' and 360' swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane**, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types)(when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core)(Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer - Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

** Rough Terrain Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an Additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

Note: An additional $1.25 per hour (not counting boom pay) shall be paid for any crane (excluding overhead cranes) rated 100 ton or over.

CLASS II

Ballast Regulator, Boat (material or personnel)(powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Gunite Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple)(power driven), Ladavator, Mortar Mixer, Mulching Machine,

Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor (Dirt), Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Skid Steer Loader (or similar), Slab Lifting Machine (hydraulic), Soil Stabilizer (pump type), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch)(when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

CLASS III
Brakeman, Deck Hand, Helicopter Signalman, Oiler*, Elevator (Alterations & Remodeling Commercial Buildings),

* Oilers on Truck Cranes: less than 50 ton shall receive $.10 over the Class III base rate; 50 ton up to 100 ton rated capacity shall be paid an additional $.25 per hour over the Class III base rate; 100 ton and over shall be paid an additional $1.00 per hour over the Class III base rate.

General Note: Hazardous Material Sites Level C & D receive $1.00 per hour premium for all classifications and Levels A & B receive $2.50 premium for all classifications

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IRON0003-002 06/01/2016

	Rates	Fringes
IRONWORKER	$ 33.18	28.73

LABO0613-002 01/01/2016

	Rates	Fringes
Laborers:		
GROUP 1	$ 22.22	14.60
GROUP 2	$ 22.37	14.60
GROUP 3	$ 22.50	14.60
GROUP 4	$ 22.97	14.60

LABORERS CLASSIFICATIONS

GROUP 1: COMMON LABORER - Building laborer; Brick removal for alterations; Carryable pumps; West brick buggy or similar; Walk behind forklift or similar (non self-propelled); Stripper and mover of forms; Toolroom man; all material conveyors (regardless of power used, including starting and stopping); Pouring of mortar or aggregate into blocks of voids

GROUP 2: SKILLED LABORER - West brick buggy or similar (self propelled); Power wheelbarrows and buggies; walk behind forklift or similar (self-propelled); Drill runner; All operators of compacting equipment; Pipe layer; Burner; Jackhammer man - concrete buster; Vibrator operator; Clay spade and/or similar; Gunnite nozzleman; Blaster; Concrete saw operator; Hod carrier; Scaffold builder; Air track operator; Bell and Bottom Man on furnace and stacks; Grout machine feeder and pump operator; Gunnite machine operator

or similar; Gunnite machine potman or similar; Mortar Mixer; Mortar mixer machine (regardless of power used, including starting and stopping); Wagon drill operator; Laser cleaner; Lancer

GROUP 3: Asbestos removal or abatement laborer

GROUP 4: Toxic or Hazardous waste handling laborer

LABO0952-004 07/01/2015

	Rates	Fringes
Landscaping		
GROUP 1	$ 18.50	13.30
GROUP 2	$ 18.92	13.30
GROUP 3	$ 19.22	13.30

LANDSCAPING CLASSIFICATIONS

GROUP 1: Landscape laborer to include general landscaping work and the driving of trucks for the distribution of materials on the job site but not to include trucks used to transport supplies to the job

GROUP 2: Skilled Landscape Laborer to plant all types of trees and shrubs without direct supervision.

GROUP 3 - Landscape tractor operator to operate small industrial rubber tire tractor equipped with front end loader and backhoe attachment or a skid loader with landscape attachments used for the sole purpose of landscape work including soil spreading, unloading and loading of materials and such other landscaping work but not for heavy and highway construction work

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PAIN0057-003 06/01/2016

	Rates	Fringes
PAINTER		
Brush & Roller	$ 27.38	17.35

PAIN0057-005 06/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 27.29	16.86

PAIN0751-001 09/01/2015

	Rates	Fringes
GLAZIER	$ 28.34	19.57

PLAS0031-014 06/01/2015

	Rates	Fringes
PLASTERER	$ 27.97	14.26

PLAS0526-007 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.71	17.85

PLUM0027-002 06/01/2016

	Rates	Fringes
PLUMBER	$ 38.95	20.52

PLUM0449-001 06/01/2016

	Rates	Fringes
PIPEFITTER	$ 40.51	19.21

ROOF0037-001 12/01/2015

	Rates	Fringes
ROOFER	$ 29.85	13.57

SFPA0542-001 07/01/2016

	Rates	Fringes
SPRINKLER FITTER	$ 36.17	19.52

SHEE0012-002 07/01/2016

	Rates	Fringes
SHEET METAL WORKER	$ 33.76	25.85

TEAM0040-002 01/01/2016

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.62	16.60
GROUP 2	$ 27.75	16.69
GROUP 3	$ 28.23	16.98

FOOTNOTES:

A. Hazardous/toxic waste material/work level A & B receive additional $2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive $1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman

GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)

GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloder, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer,

such as Low Boy, High Boy

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

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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) (ii)).

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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:

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.

==========

END OF GENERAL DECISION

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contracts.
4. Access to site.
5. Phased construction.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Balcony Structural Restoration at PA Bidwell Highrise

1. Project Location: PA Bidwell Highrise
1014 Sheffield Street
Pittsburgh, PA 15233

B. Owner: Housing Authority of the City of Pittsburgh
100 Ross Street
2nd Floor
Pittsburgh, PA 15219

1. Owner's Representative: Terri Lee
Senior Project Manager
412.456.5020 x1,6006

C. Architect: Loysen + Kreuthmeier Architects
5115 Penn Avenue
Pittsburgh, PA 15224
412.924.0006
Contact: Peter Kreuthmeier

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents, or who will participate in the Contract Administration phase of the Project:

1. Structural Engineer: Atlantic Engineering Services
650 Smithfield Street
Pittsburgh, PA 15222
412.338.9000
Contact: Andy Verrengia

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work is defined by the Contract Documents and includes the following:

1. Asbestos abatement as indicated, including temporary dropping and reinstallation of light fixtures and electrical conduit, as required, in the area of work.
2. Repairs to concrete and masonry elements as indicated.
3. High performance coating at new concrete repairs, including those associated with item 2 above, and at abated and/or failed coating areas as indicated, including temporary dropping and reinstallation of light fixtures and electrical conduit, as required, in the area of work.
4. Turf restoration for areas damaged by construction operations.
5. Repairs must be performed during acceptable weather and temperature conditions, e.g. 40 degrees Fahrenheit and rising.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

C. Building Permits:

1. General Contractor is required to apply and pay for Building Permits, and to follow the requirements of authorities having jurisdiction:

a. City of Pittsburgh, Bureau of Building Inspection
200 Ross Street
Pittsburgh, PA 15219

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.6 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner (Residents) will occupy highrise building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing apartments, walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 5 days in advance of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Owner will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. Upon occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 EXISTING BUILDING

A. Full Owner Occupancy: Maintain existing building in a weathertight, fully operational condition throughout construction period. Repair damage caused by construction operations or by water infiltration due to construction operations.

1. Contractor is responsible for maintaining existing utilities or providing temporary utilities continuously to buildings.
2. Contractor to provide temporary utilities for any utility outage lasting longer than four (4) hours.

1.8 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise requested and approved to meet project schedule.

1. Weekend Hours: Only upon written permission by the Owner.
2. Early Morning Hours: Only upon written permission by the Owner.
3. Late Evening Hours: Only upon written permission by the Owner.
4. HACP Holidays: Only upon written permission by the Owner.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than 5 days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

General Decision Number: PA150001 05/22/2015 PA1

Superseded General Decision Number: PA20140001

State: Pennsylvania

Construction Type: Building

County: Allegheny County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not include residential construction consisting of single family homes and apartmennts up to and including 4 stories) EXCLUDING SEWAGE AND TREATMENT PLANT PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	01/23/2015
3	01/30/2015
4	02/06/2015
5	02/13/2015
6	05/22/2015

ASBE0002-001 08/01/2014

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems	$ 37.61	22.82

BOIL0154-001 06/01/2012

	Rates	Fringes
BOILERMAKER	$ 36.17	24.99

BRPA0009-029 06/01/2014

	Rates	Fringes
BRICKLAYER	$ 28.95	17.84

BRPA0009-060 12/01/2014

	Rates	Fringes
MASON - STONE	$ 31.97	17.78

BRPA0009-061 12/01/2014

	Rates	Fringes
TILE SETTER	$ 29.83	16.04

CARP0142-001 01/01/2015

	Rates	Fringes
Carpenter/Lather	$ 30.92	14.79

CARP1759-001 01/01/2015

	Rates	Fringes
FLOOR LAYER: Carpet	$ 30.92	14.81

* CARP2235-001 06/01/2014

	Rates	Fringes
MILLWRIGHT	$ 37.35	17.00

CARP2235-007 01/01/2015

	Rates	Fringes
PILEDRIVERMAN	$ 31.74	16.41

ELEC0005-007 12/26/2014

	Rates	Fringes
ELECTRICIAN	$ 37.76	23.17

ELEC0126-006 06/02/2014

	Rates	Fringes
Line Construction:		
Groundmen	$ 26.61	26.25%+7.50
Lineman	$ 44.35	26.25%+7.50
Truck driver	$ 28.83	26.25%+7.50
Winch truck operator	$ 31.05	26.25%+7.50

ELEV0006-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC	$ 43.90	28.385&A+B

FOOTNOTE: A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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* ENGI0066-001 06/01/2014

	Rates	Fringes
Power equipment operators:		
CLASS 1	$ 32.59	18.10
CLASS 2	$ 28.36	18.10
CLASS 3	$ 26.34	18.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180' and 360' swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane**, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types)(when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core)(Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer - Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

** Rough Terrain Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an Additional $.50 per hour for each 50-foot increment of additional boom and/or jib length)

Note: An additional $1.25 per hour (not counting boom pay) shall be paid for any crane (excluding overhead cranes) rated 100 ton or over.

CLASS II

Ballast Regulator, Boat (material or personnel)(powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Gunite Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple)(power driven), Ladavator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor (Dirt), Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Skid Steer Loader (or similar), Slab Lifting Machine (hydraulic), Soil Stabilizer (pump type), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch)(when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

CLASS III

Brakeman, Deck Hand, Helicopter Signalman, Oiler*, Elevator (Alterations & Remodeling Commercial Buildings),

* Oilers on Truck Cranes: less than 50 ton shall receive $.10 over the Class III base rate; 50 ton up to 100 ton rated capacity shall be paid an additional $.25 per hour over the Class III base rate; 100 ton and over shall be paid an additional $1.00 per hour over the Class III base rate.

General Note: Hazardous Material Sites Level C & D receive $1.00 per hour premium for all classifications and Levels A & B receive $2.50 premium for all classifications

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IRON0003-002 06/01/2014

	Rates	Fringes
IRONWORKER	$ 32.43	26.73

LABO0613-002 01/01/2012

	Rates	Fringes
Laborers:		
GROUP 1	$ 21.42	11.32
GROUP 2	$ 21.57	11.32
GROUP 3	$ 21.70	11.32
GROUP 4	$ 22.17	11.32

LABORERS CLASSIFICATIONS

GROUP 1: COMMON LABORER - Building laborer; Brick removal for alterations; Carryable pumps; West brick buggy or similar; Walk behind forklift or similar (non self-propelled); Stripper and mover of forms; Toolroom man; all material conveyors (regardless of power used, including starting and stopping); Pouring of mortar or aggregate into blocks of voids

GROUP 2: SKILLED LABORER - West brick buggy or similar (self propelled); Power wheelbarrows and buggies; walk behind forklift or similar (self-propelled); Drill runner; All operators of compacting equipment; Pipe layer; Burner; Jackhammer man - concrete buster; Vibrator operator; Clay spade and/or similar; Gunnite nozzleman; Blaster; Concrete saw operator; Hod carrier; Scaffold builder; Air track operator; Bell and Bottom Man on furnace and stacks; Grout machine feeder and pump operator; Gunnite machine operator or similar; Gunnite machine potman or similar; Mortar Mixer; Mortar mixer machine (regardless of power used, including starting and stopping); Wagon drill operator; Laser cleaner; Lancer

GROUP 3: Asbestos removal or abatement laborer

GROUP 4: Toxic or Hazardous waste handling laborer

LABO0952-004 07/01/2014

	Rates	Fringes
Landscaping		
GROUP 1	$ 21.92	12.85
GROUP 2	$ 22.07	12.85
GROUP 3	$ 22.20	12.85

LANDSCAPING CLASSIFICATIONS

GROUP 1: Landscape laborer to include general landscaping work and the driving of trucks for the distribution of materials on the job site but not to include trucks used to transport supplies to the job

GROUP 2: Skilled Landscape Laborer to plant all types of trees and shrubs without direct supervision.

GROUP 3 - Landscape tractor operator to operate small industrial rubber tire tractor equipped with front end loader and backhoe attachment or a skid loader with landscape attachments used for the sole purpose of landscape work including soil spreading, unloading and loading of materials and such other landscaping work but not for heavy and highway construction work

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PAIN0057-003 06/01/2014

	Rates	Fringes
PAINTER		
Brush & Roller	$ 26.98	15.65

PAIN0057-005 06/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 26.71	16.30

PAIN0751-001 09/01/2014

	Rates	Fringes
GLAZIER	$ 27.98	18.69

PLAS0031-014 06/01/2013

	Rates	Fringes
PLASTERER	$ 27.37	12.76

PLAS0526-007 12/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.41	15.70

PLUM0027-002 06/01/2014

	Rates	Fringes
PLUMBER	$ 37.95	19.52

PLUM0449-001 06/01/2013

	Rates	Fringes
PIPEFITTER	$ 38.48	18.74

ROOF0037-001 12/01/2014

	Rates	Fringes

ROOFER	$ 29.35	13.07

SFPA0542-001 01/01/2015

	Rates	Fringes
SPRINKLER FITTER	$ 34.57	18.72

SHEE0012-002 07/01/2013

	Rates	Fringes
Sheet metal worker	$ 32.45	22.94

TEAM0040-002 01/01/2015

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.17	15.80
GROUP 2	$ 27.31	15.88
GROUP 3	$ 27.80	16.16

FOOTNOTES:

A. Hazardous/toxic waste material/work level A & B receive additional $2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive $1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman

GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)

GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloder, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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

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) (ii)).

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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:

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

BID

For

GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID
BIDS DUE
FEBRUARY 24, 2017
11:00 a.m.

A complete Bid consists of **ONE ORIGINAL SET** (with original signatures in blue or blue-black ink only) and **ONE XEROGRAPHIC COPY SET** of the following set of Bid Documents:

- Form of Bid (Series 00300 Document)
- Bid Security (Doc. 00410 or other as per HUD 5369)
- Statement of Bidder's Qualifications (Doc. 00420)
- Section 3 Participation Form (Doc. 00433)
- MBE/WBE Solicitation & Commitment Record (Doc. 00434)
- Bidder's Manpower Form (Doc. 00435)
- Previous Related Experience Form (00436)
- Special Provisions – Notice to All Prospective Bidders Form (00437)
- Representations, Certifications and Other Statements of Bidders (HUD 5369-A)
- Non-Collusion Affidavit (Doc. 00485)
- Form of Agreement (Doc. 00500)
- Supplemental General Conditions
- Wage Determination (Doc. 000830)

Submit Bid Documents as provided by the Authority; do not remove sample forms from the Project Manual.

It is recommended that bids be submitted in the binder and in the pre-printed envelope provided by the Authority for that purpose; failure to do so will not be cause to reject a bid; however, the Authority will accept no responsibility for the premature opening of a bid not properly labeled and identified.

ALLIES AND ROSS MANAGEMENT AND DEVELOPMENT CORPORATION
PROCUREMENT DEPARTMENT
100 Ross Street, 2nd Floor Suite 200
Pittsburgh, PA 15219
Phone: (412) 456-5116
Fax: (412) 456-5007

Issued: February 6, 2017

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

Each successful bidder(s) shall be required to comply with the following special provisions:

A. Required Documents/Information

After bid opening and determination of the responsive and responsible bidder, but prior to Notice to Proceed each successful bidder for this project shall provide the following documents/information to HACP within ten (10) business days of receiving written notice thereof:

(1) Insurance
(2) Payment and Performance Bonds
(3) Construction Schedule
(4) Submittal Log and Corresponding Submittals

Please accept these special provisions by completing the information requested below:

Signature of Authorized Officer: _____ Date: _____

Name of Contractor: _____

Address: _____

Telephone Number: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
ALLIES AND ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and

(Insert name and address of Bidder exactly as it appears on Form of Bid)

_____, as Sureties, are held and firmly bound unto the Housing Authority of the City of Pittsburgh, its certain attorney, successors, or assigns (the Obligee, hereinafter called the "Authority") in the penal sum of

_____ Dollars ($_____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal simultaneously submits to the Authority the accompanying bid, dated

_____, 20_____ (the "Bid"), for construction of

(Insert date of bid)

_____

(Insert name of project exactly as it appears on Form of Bid)

pursuant to specifications, drawings and other related documents constituting the Invitation for Bids (the "IFB").

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and material men or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Witness {	*Principal* {
_____ *(Signature and Date)*	_____ *(Signature and Date)*

SURETY SIGN HERE

(SURETY SEAL)

_____ *(Printed or Typed Name)*	_____ *(Printed or Typed Name)*
Attest {	*Surety**** {
_____ *(Signature and Date)*	_____ *(Signature and Date)*

*** Power of attorney must be attached to this Bid Bond.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

_____ *(Printed or Typed Name)*

Witness

{

_____ *(Signature and Date)*

_____ *(Printed or Typed Name)*

*Partner**

{

_____ *(Signature and Date)*

_____ *(Printed or Typed Name)*

Witness

{

_____ *(Signature and Date)*

_____ *(Printed or Typed Name)*

*Partner**

{

_____ *(Signature and Date)*

* If the Bidder is a partnership, the Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

SURETY SIGN HERE

(SURETY SEAL)

_____ *(Printed or Typed Name)*

Attest

{

_____ *(Signature and Date)*

_____ *(Printed or Typed Name)*

*Surety****

{

_____ *(Signature and Date)*

*** Power of attorney must be attached to this Bid Bond.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE SEAL)

_____
(Corporate Name)

_____
(Printed or Typed Name)

_____
(Printed or Typed Name)

Attest {

_____
(Signature and Date)

*President V.P.*** {

_____
(Signature and Date)

_____
(Corporate Title)

_____
(Corporate Title)

** If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal below must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
[ ] Secretary [ ] Assistant Secretary of the Corporation named a Bidder herein; that
(check one)

_____ who signed this Bid on behalf of the

Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

SURETY SIGN HERE

(SURETY SEAL)

Attest

{

_____

(Printed or Typed Name)

_____

(Signature and Date)

*Surety****

{

_____

(Printed or Typed Name)

_____

(Signature and Date)

*** Power of attorney must be attached to this Bid Bond.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
ALLIES AND ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

STATEMENT OF BIDDER'S QUALIFICATIONS

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

_____ _____
(Bidder's Name) *(Project Name)*

_____ _____
(Address)

_____ _____
(HACP Project No.)

Names of not more than two principals to contact:

Name:_____ Name:_____

Title:_____ Title:_____

Telephone:_____ Telephone:_____

AUTHORIZATION:

Excerpt from HUD 7460.8-REV-1 AND 24 CFR 85.36(b)(8) & 24 CFR 905.160(a)(3):

"The evaluation of a contractor's ability to perform a contract is known as determining the contractor's responsibility. Has **shall** make awards only to **responsible** contractors possessing the ability to perform successfully under the terms and conditions of a proposed contract. Consideration **shall** be given to such matters as **contractor integrity, compliance with public policy, record of past performance, and financial and technical resources**.

"The award of a contract to an offeror **shall** not be made solely on the basis of the lowest evaluated price without considering the firm's ability to perform the required work. Some of the specific factors to consider include (1) whether the contractor performed satisfactorily on other HA Contracts, (2) is the contractor suspended or debarred from Federal Contracts, and (3) have other HAs has satisfactory performance from this contractor.

"A pre-award survey may entail an on-site inspection of the offeror's facilities, including a review of financial statements, record keeping, production capacity, or similar factors that impact on the ability to perform the contract.

"Recent unsatisfactory performance regarding either quality or timeliness of delivery is an example of a problem which the Contracting Officer **shall** consider and resolve as to its impact on the current procurement prior to making an affirmative determination of responsibility.

ORGANIZATION

THE BIDDER IS:

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name

[ ] A General Partnership
  [ ] Doing business under Partnership Name
  [ ] Doing business under a fictitious or assumed name

[ ] A Limited Partnership
  [ ] Doing business under Partnership Name
  [ ] Doing business under a fictitious or assumed name

[ ] A corporation doing business in its own name
[ ] A corporation doing business under a fictitious or assumed name

How many years has the bidder been in business as a Contractor? _____

How many years has the bidder been in business under its present business name? _____

Under what other or former names has the bidder operated?

PAST PERFORMANCE

CLAIMS AND SUITS. (If the answer to any of the questions below is yes, please attach explanation.)

[ ] Yes [ ] No Has the Bidder ever failed to complete any work awarded to it?

[ ] Yes [ ] No Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder or its officers?

[ ] Yes [ ] No Has the bidder filed any law suits or requested arbitration with regard to construction contracts within the last five years?

[ ] Yes [ ] No Within the last five years, has any officer or principal of the bidder ever been an officer or principal of another organization when it failed to complete a construction contract? (If answer is yes, please attach details.)

State average annual amount of construction work performed during the past five years: $_____

State total worth of work in progress and under contract: $_____

On a separate sheet, list major construction projects the bidder has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

On a separate sheet, list the major projects the bidder has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

FINANCIAL RESOURCES

Financial Statement.

Attach a financial statement (audited if available), including the bidder's latest balance sheet and income statement showing the following items:

Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
Net Fixed Assets;
Other Assets;
Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firm preparing attached financial statement, and date thereof:

[ ] Yes [ ] No Is the attached financial statement for the identical organization named on page one?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

[ ] Yes [ ] No Will the organization whose financial statement is attached act as guarantor of the contract for construction?

TECHNICAL RESOURCES

Licensing:
List jurisdictions and trade categories in which the bidder is legally qualified to do business, and indicate registration or license numbers, if applicable.

Experiences:
List the categories of work that the bidder normally performs with its own forces.

On a separate sheet, list the construction experience and present commitments of the key individuals of the bidder.

REFERENCES

List Trade References (use separate sheet if necessary):

List Bank References (use separate sheet if necessary):

List previous HUD/USDA-FmHA projects and Section 8 Contracts (formerly Schedule A on HUD-2530). Applicable to construction contracts exceeding $50,000. List each principals name, previous project, principal's participation role and interest, and disclose defaults, mortgage relief, assignments and foreclosures. **Note that having a Master Schedule on file with HUD will not meet this requirement.**

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record of this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits, signed by me and attached to this form.
Warning: HUD and/or the Authority will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1012;31 U.S.C. 3729, 3802)

I further certify that:

1. The list of previous HUD/USDA-FmHA projects and Section 8 Contracts contains a listing of every assisted or insured project of HUD, which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
   a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
   b. I have not experienced default or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
   c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
   d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
   e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
   f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
   g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.

3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.

4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.r. Part O and USDA's Standard of Conduct in 7 C.F.R. Part 9 Subpart B.

5. I am not a Housing Authority of the City of Pittsburgh employee or a member of an Authority employee's immediate family.

6. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.

7. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights law.

8. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.

9. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (f any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

Subscribed and sworn to before me

this_____ day of _____, 20

My Commission expires _____, 20

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME: _____
SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____
SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

The preference of HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[ ] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____. The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:

(1) Indicate each job title for all phases of this contract
(2) The number of positions that will be needed in each category
(3) How many of those positions are currently filled
(4) The number currently filled by low and very low-income HACP residents
(5) The number currently filled by City of Pittsburgh neighborhood area residents
(6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

(7) Low income HACP Residents (LIPH) and/or
(8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)

Housing Authority of the City of Pittsburgh

SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:					SPEC or RFP NUMBER:		
JOB TITLE (1)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

LIPH – HACP low income public housing resident
ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.
Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

_____

_____

SECTION 3 OPPORTUNITIES PLAN

[ ] Tier II – CONTRACTING

The contractor has identified _____ HACP resident-owned business(es) or _____ Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____.

In a one (1) page letter on your firm's letterhead:

1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.

2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).

3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,

b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

1) Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
2) Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[ ] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.

SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE SOLICITATION AND COMMITMENT RECORD

SOLICITATION AND COMMITMENT STATEMENT

MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES

BID NUMBER	NAME OF BIDDER	ADDRESS	PHONE

List below All MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary

____MBE ____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME				
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED	
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT $	
			PERCENT OF TOTAL BID %	

____MBE ____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME				
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED	
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT $	
			PERCENT OF TOTAL BID %	

____MBE ____WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME				
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED	
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT $	
			PERCENT OF TOTAL BID %	

Prepared by: Title: Phone:

NOTE: Certification and letters of intent for each MBE/WBE commitment must accompany this document.

MBE/WBE Participation Plan

I. SMALL BUSINESS PARTICIPATION
Is the Bidder a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION
Is the Bidder classified as a Minority Business Enterprise?

Yes _____ No _____

If "No", area any Subcontractors classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	$ Value Contract	% of Fee

III. WOMEN-OWNED BUSINESS PARTICIPATION
Is the Bidder classified as a Woman-Owned Business Enterprise?

Yes _____ No _____

If "No", area any Subcontractors classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (WBE)	$ Value Contract	% of Fee

****All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE RECORD
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
MBE/WBE 3-YEAR RECORD

BIDDERS NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

PROPOSAL AND BID FOR: _____

List below all contracts with the Housing Authority of the City of Pittsburgh during the past three years and the MBE and WBE participation obtained.					
CONTRACT TITLE	CONTRACT DATE	AMOUNT	% PARTICIPATION MBE	WBE	COMMENTS

Prepared by: Title: Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
ADDITIONAL INFORMATION SHEET

The bidder presents the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement.

Prepared by: Title: Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE EXHIBIT

MBE/WBE COMMITMENT WAIVER REQUEST FORM

BIDDER'S FIRM:_____
ADDRESS:_____
TELEPHONE:_____
CONTACT PERSON:_____
PROPOSAL AND BID FOR:_____

Waiver of the MBE/WBE participation requirement is requested for the following reasons:

Prepared by: Title: Phone:

NOTE: The fully completed MBE/WBE Solicitation and Commitment Statement must accompany this waiver request.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11625)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals for minority and female participation at the Housing Authority of the City of Pittsburgh are pursuant to the Mayor's promulgated Executive Order, and the action of the Housing Authority Board. Expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, these goals are seventeen percent (18%) of the total cost of the contract to be expended for minority participation and six percent (7%) for women participation. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in Section 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in Section 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in Section 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification, within10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation, to:

   Mary Ann Sedlacek
   DOL Pittsburgh District Office
   Room 1132, Federal Building
   1000 Liberty Avenue
   Pittsburgh, PA 15222

   The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is within the Commonwealth of Pennsylvania, County of Allegheny, City of Pittsburgh.

Housing Authority of the City of Pittsburgh

Development & Modernizations
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

NOTICE TO ALL PROSPECTIVE BIDDERS

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

Each bid must include a separate Manpower Plan and Major Equipment List for this Invitation for Bids. The Manpower Plan must include (1) the names of the bidder's personnel to be assigned to the Project, (2) trade/position and (3) Social Security Number or Driver's License Number.

In the event you are bidding on multiple HACP construction work, each bid must include a separate Manpower Plan and Major Equipment List that clearly demonstrates that the bidder has the capacity and will not use the same personnel and equipment on more than one HACP construction work that are being executed simultaneously within the next 180 days.

HACP will use this information to determine whether the bidder has the capacity to perform the work.

Please acknowledge receipt of this Notice by completing the information below and the attached and including copies in your bid.

Bidder's Name: _____

Name of the Person Signing the Bid: _____

Signature of the Person Signing the Bid: _____

Housing Authority of the City of Pittsburgh

Development & Modernizations
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

Bid Due Date: _____

Housing Authority of the City of Pittsburgh

Development & Modernizations
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

Bidder's Planned Manpower

Provide Employee Name, Trade/Position and Social Security Number or Driver's License Number for each employee:
(use additional sheets if necessary).

Name	Position	Social Security No. or Driver's License No.	

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Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

NOTICE TO ALL PROSPECTIVE BIDDERS

GENERAL CONTRACTOR CONTRACT
For
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OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
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In the event you are bidding on multiple HACP construction work, each bid must include a separate Manpower Plan and Major Equipment List that clearly demonstrates that the bidder has the capacity and will not use the same personnel and equipment on more than one HACP construction work that are being executed simultaneously within the next 180 days.

HACP will use this information to determine whether the bidder has the capacity to perform the work.

Please acknowledge receipt of this Notice by completing the information below and the attached and including copies in your bid.

Bidder's Name: _____

Name of the Person Signing the Bid: _____

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

Signature of the Person Signing the Bid: _____

Bid Due Date: _____

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

Bidder's Planned Manpower

Provide Employee Name, Trade/Position and Social Security Number or Driver's License Number for each employee:
(use additional sheets if necessary).

Name	Position	Social Security No. or Driver's License No.	

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Pittsburgh, PA 15219

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NOTICE TO ALL PROSPECTIVE BIDDERS

Previous Related Experience
for
GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. Bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at anytime prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

Reference 1			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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Pittsburgh, PA 15219

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TECHNICAL SPECIFICATIONS
FOR THE GLEN HAZEL DEVELOPMENT

TECHNICAL PROVISIONS

Not Applicable

END OF TABLE OF CONTENTS

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200 Ross Street
Pittsburgh, PA 15219

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NOTICE TO ALL PROSPECTIVE BIDDERS
Previous Related Experience

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB

ARMDC RFQ CONTRACT NO. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 1			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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NOTICE TO ALL PROSPECTIVE BIDDERS
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GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB

ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 2			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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Pittsburgh, PA 15219

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NOTICE TO ALL PROSPECTIVE BIDDERS
Previous Related Experience

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT NO. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 3			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

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NOTICE TO ALL PROSPECTIVE BIDDERS
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GENERAL CONTRACTOR CONTRACT
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ARMDC RFQ CONTRACT NO. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 4			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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Management and Development Corporation

NOTICE TO ALL PROSPECTIVE BIDDERS
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GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
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ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 5			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
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Management and Development Corporation

NOTICE TO ALL PROSPECTIVE BIDDERS
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GENERAL CONTRACTOR CONTRACT
FOR
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OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 6			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

Management and Development Corporation

NOTICE TO ALL PROSPECTIVE BIDDERS
Previous Related Experience

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17 REBID

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this RFQ. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this RFQ. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recet ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 7			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
	Change Orders		
Number	**Total $ Value per Change**	**Description of Change**	**Reason for Change**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

***All contractors MUST submit 3 references and most recent ARMDC Job if applicable.**

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

Documents Required for Payment
GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

Pursuant to Sections 27, 38, 40 and 46 of the General Conditions for this Contract, each contractor must submit the following required documents with each Payment Estimate ("PE") in order for HACP to process a PE as follows:

A. Periodic Estimate – HUD 51001

B. Schedule of Stored Materials – HUD 51003 (if applicable)

C. Summary of Stored Materials – HUD 51004 (if applicable)

D. Schedule of Change Orders – HUD 51002 (if applicable)

E. Progress Payment Certification

F. Current/Approved Certified Payrolls (submitted to HACP's Davis-Bacon Wage Clerk).

G. MBE/WBE Utilization Report

H. Section 3 Summary Report

Signature of Authorized Officer: _____ Date: _____

THIS DOCUMENT MUST BE SIGNED.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
ALLIES AND ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says:
(Printed or Typed Name)

That he/she is
(Proprietor, General Partner, President or Vice President)

of _____; and having submitted the foregoing Bid for
(Bidder Name)

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

_____ _____;
(Project Name) *(HACP Contract No.)*

and is the party making the foregoing Bid, and that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid, or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the Housing Authority of the City of Pittsburgh or any person interested in the proposed contract; and that all statements in said Bid are true.

_____
(Signature and Date)

Subscribed and sworn to before me

this_____ day of _____, 2016

My Commission expires _____, 2016

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
ALLIES AND ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of _____ in the year Two Thousand Sixteen (2016) by and between:

_____

_____

_____

[ ] An individual doing business in his/her own name
[ ] An individual doing business under a fictitious or assumed name
[ ] A partnership
[ ] A Corporation

(Hereinafter called the Contractor)

AND

Allies and Ross Management and Development Corporation (hereinafter called ARMDC)
200 Ross Street
Pittsburgh, PA 15219

WITNESSETH: That the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - STATEMENT OF WORK

The Contractor shall provide all labor, materials and equipment, and services necessary to perform and complete all work required in accordance with Renaissance 3 Architects drawings dated, **December 5, 2016** and Project Manual regarding:

GENERAL CONTRACTOR CONTRACT
For
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

and addenda thereto numbered _____, all as prepared by _____, which said specifications, drawings, and addenda are incorporated herein by reference and are a part hereof.

The work shall begin at the time stipulated in the NOTICE TO PROCEED and in no event exceeding 15 consecutive calendar days from notice to proceed.

ARTICLE 2 - THE CONTRACT PRICE

The Authority shall pay the contractor for the performance of the Contract in current fund, subject to additions and deductions as provided in the specifications.

_____ ($_____)

ARTICLE 3 - CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

a. This Agreement
b. Project Manual (including all component parts).
c. Project Drawings issued by Renaissance 3 Architects dated December 5, 2016.

This Agreement, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3, shall govern, except as subsequent parts may establish more specific criteria or language in which case these criteria and language shall govern. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract, which each modified.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS
(1 original and 1 copy required)

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 2016-17 REBID this contract shall be binding on both parties.

_____
(Printed or Typed Name)

Witness
{

_____
(Signature and Date)

_____
(Printed or Typed Name)

Principal
{

_____
(Signature and Date)

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

By signing this Form of Agreement, if the ARMDC accepts and signs Contract No. . 2016-17 REBID this contract shall be binding on both parties.

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {	_____ *(Signature and Date)*	*Partner** {	_____ *(Signature and Date)*
	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {	_____ *(Signature and Date)*	*Partner** {	_____ *(Signature and Date)*

*If the Bidder is a partnership, the Form of Agreement must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 2016-17 REBID this contract shall be binding on both parties.

(CORPORATE SEAL)

_____
(Corporate Name)

	_____ *(Printed or Typed Name)*		_____ *(Printed or Typed Name)*
Witness {	_____ *(Signature and Date)*	*President V.P.*** {	_____ *(Signature and Date)*
	_____ *(Corporate Title)*		_____ *(Corporate Title)*

**** If the bidder is a corporation, the Form of Agreement must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the **Secretary/Assistant Secretary** of the Corporation named a Bidder herein; that
(Circle one)

_____ who signed this Bid on behalf of the

Corporation was then _____ of said Corporation that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Signature and Date)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Secretary

Attest

{

(Signature and Date)

2016-17 REBID Contracting Officer

Principal

{

(Signature and Date)

P. Nathaniel Boe, Esq., Chief Development Officer

Approved as to Contents and Costs {

(Signature and Date)

Associate Counsel

Approved as to Form {

(Signature and Date)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" ☐ is, ☐ is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding $100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

☐ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days. ☐

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

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

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

☐ Black Americans	☐ Asian Pacific Americans
☐ Hispanic Americans	☐ Asian Indian Americans
☐ Native Americans	☐ Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) ☐ is, ☐ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) ☐ is, ☐ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding $100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

☐ is, ☐ is not included with the bid.

13. Bidder's Signature

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

_____ ☐

(Signature and Date)

_____

(Typed or Printed Name)

_____

(Title)

_____

(Company Name)

(Company Address)

Section 3 Participation

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	**RESIDENT LABOR AS A % OF TOTAL LABOR** DOLLARS
Labor dollars $25,000 but less than $100,000	10% of the labor dollars
$100,000, but less than $200,000	9% of the labor dollars
At least $200,000, but less than $300,000	8% of the labor dollars
At least $300,000, but less than $400,000	7% of the labor dollars
At least $400,000, but less than $500,000	6% of the labor dollars
At least $500,000, but less than $1 million	5% of the labor dollars
At least $1 million, but less than $2 million	4% of the labor dollars
At least $2 million, but less than $4 million	3% of the labor dollars
At least $4 million, but less than $7 million	2% of the labor dollars
$7 million or more	½ to 1 % of the labor dollars

A copy of HACP's Section 3 Program Manual is available for download at www.HACP.org.

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

GENERAL CONTRACTOR CONTRACT
FOR
GLEN HAZEL DEVELOPMENT
OCCUPIED REHAB
ARMDC RFQ CONTRACT No. 2016-17
REBID

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

If HUD 5370 applies:

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-EZ applies:

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-C applies:

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: _____ Signature: _____
Contracting Officer

_____
Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____

Allies & Ross
Management and Development Corporation
200 Ross Street
Pittsburgh, PA 15219

412-456-5000

Title: _____

EXHIBIT B

CERTIFICATION OF PROPOSER
REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(Proposer)_____certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and

4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer)_____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of_____ that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency. A Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL " Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____
Signature and Title of Authorized Official

Approved by OMB 0348-0046

EXHIBIT D

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the date needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
____a. contract ____b. grant ____c. cooperative agreement ____d. loan ____e. loan guarantee ____f. loan insurance	____a. bid/offer/application ____b. initial award ____c. post-award	____a. initial filing ____b. material change For Material Change Only year_____quarter_____ date of last report_____

4. Name and Address of Reporting Entity:	5. If reporting entity in No. 4 if Subawardee,enter name and address of Prime.
____Prime____Subawardee Tier_____,if known: Congressional District, if known:	Congressional District, if known:
6. Federal Department/Agency:	6. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: $
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):

I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature_____Print Name_____ Title:_____ Telephone No.:_____ Date: _____

Federal Use Only

Authorized for Local Reproduction
Standard Form LLL (1/96)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual (s) performing services, and include full address if different form 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.

16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information,

including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

EXHIBIT E

Conflicts of Interest

_____ (Contractor") certifies that:

1. No employee, officer, or agent of Allies & Ross Management and Development Corporation (ARMDC) participated in the selection, or in the award or administration of the Consultant's Agreement with ARMDC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an ARMDC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Consultant or any affiliate thereof, or has a financial or other interest in the Consulant or the Consultant's Agreement with ARMDC.

2. Consultant shall not enter into any contract, subcontract or agreement with any officer, agent or employee of ARMDC during his or her tenure not for one year thereafter shall any officer, agent or employee of ARMDC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____ CONSULTANT:

By: _____

Name: _____

Title: _____

ATTACHMENT D

General Conditions for Construction Contracts (HUD 5370-C) and Supplemental General Conditions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0094 (exp. 11/30/2003)

General Conditions of the **Contract for Construction**

Public Housing Programs

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36 and those requirements set forth in Section 3 of the Housing and Urban development Act of 1968, as amended, and implemented by HUD at 24 CFR 135 and by its amendment by the Housing and Community Development Act 1992, implemented by HUD in the Interim Rule published June 30, 1994. The form is required for construction contracts awarded by Public Housing Agencies (PHAs) .

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Responses to the collection of information; are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number

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General Conditions of the Contract for Construction

Public and Indian Housing Programs

Conduct of Work

1. Definitions

(a) **"Architect"** means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) **"Contract"** means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5369-A), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from either the U.S. Department of Labor or HUD, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) **"Contracting Officer"** means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) **"Contractor"** means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) **"Drawings"** means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled **Specifications and Drawings for**

Construction herein.

(f) **"HUD"** means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) **"Project"** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) **"PHA"** means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(i) **"Specifications"** means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) **"Work"** means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled **Availability and Use of Utility Services** herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the **Changes** clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Comple-

tion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Preconstruction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled ***Inspection and Acceptance of Construction***, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **Default** clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the

character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled **Changes** herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
  (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  (2) Protect the lives, health, and safety of other persons;
  (3) Prevent damage to property, materials, supplies, and equipment; and,
  (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
  (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. 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), 40 U.S.C. 327 et seq.; and,
  (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or

finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water Applicable to Contracts in Excess of $100,000

(a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to —

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;

(2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,

(4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) **"Acceptance"** means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) **"Inspection"** means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) **"Testing"** means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the

completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled **Permits and Codes** herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefor. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or de-

sign furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the **Inspection and Acceptance of Construction** clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within ___ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Precedence

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than ___ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any

amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer

written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled **Disputes** herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the

adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled ***Labor Standards and Labor Standards- Nonroutine Maintenance***, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the ***Disputes*** clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled ***Default*** of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the ***Disputes*** clause of this contract.

35. Assignment of Contract

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

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $[Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $___ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) **"Subcontract"** means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) **"Subcontractor"** means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work

under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

<The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any 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 that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the ***Indian Preference*** clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban

Development Act of 1968.

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

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

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

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

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

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

(g) Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-Determination and Education Assistance, 25 U.S.C. section 450e(b) when this law is applicable.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to

and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the ***Disputes*** clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

(a) **Minimum Wages.**

(1) 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 regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in 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 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.

(2) (i) 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 therefor only when all the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

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

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

(ii) 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, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.

(iii) 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 of the Wage and Hour Division 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.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(2)(ii) or (iii) of this clause 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.

(3) 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.

(4) 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.

(b) **Withholding of funds.** 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, 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.

(c) **Payrolls and basic records.** (1) 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 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.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii) 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:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) 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; and

(C) 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.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) 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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (d)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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 5.12.

(d) (1) **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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division 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.

(2) **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 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 in 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 in 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 in 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 in 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.

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

(e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) **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.

(h) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) **Certification of eligibility.** (1) By entering into this contract, the Contractor certifies that 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) **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, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor 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 provisions set forth in subparagraph (j)(1) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(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 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 provisions set forth in subparagraph (j)(2) of this clause.

(k) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

[ ] 47. Labor Standards-Non-routine Maintenance

(***If checked***, for contracts exceeding $2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

(a) **Minimum Wages.** (1) All laborers and mechanics employed or working upon the site of the work 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 due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 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.

(2) (i) 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 only when the following criteria have been met:

(A) The work to be performed by the classification required is not performed by a classification in

the wage determination;

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

(C) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to 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.

(b) **Withholding of funds**. The Contracting Officer, upon his or her own action or upon request of HUD shall withhold or cause to be withheld from the Contractor under this contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, or advance, until such violations have ceased. The PHA or HUD 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.

(c) **Payrolls and basic records**.

(1) 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. 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, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, 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 OMB under OMB control number 1215-0149).

(ii) 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:

(A) that the payroll for the payroll period contains the information required to be maintained under subparagraph (c)(1) of this clause and that such information is correct and complete;

(B) that each laborer or mechanic 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; and

(C) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) 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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the PHA 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, 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 or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **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.

(e) **Contract termination; debarment**. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

(f) **Disputes concerning labor standards**.

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this clause 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 paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) **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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in subparagraph (g)(1) of this clause, the Contractor and any subcontractor responsible therefor 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 provisions set forth in subparagraph (g)(1) of this clause, 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 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (g)(1) of this clause.

(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 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 provisions set forth in subparagraph (g)(2) of this clause.

(h) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in this clause.

48. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever either of the following occurs:

(1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor or a DOL-recognized State Apprenticeship Agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or

(2) Such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

SUPPLEMENTAL GENERAL CONDITIONS

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

If HUD 5370 applies:

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-EZ applies:

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

If HUD 5370-C applies:

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

Date: _____ **Signature:** _____
Contracting Officer

_____
Vendor Name(Insert vendor company name above)

Date: **Signature:** _____

Title: _____

ATTACHMENT E

Instructions to Offerors Non-Construction (HUD 5369B)

Instructions to Offerors Non-Construction

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

ATTACHMENT F

Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C)

Certifications and Representations of Offerors
Non-Construction Contract

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

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

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

1. Contingent Fee Representation and Agreement

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT G

MBE/WBE Special Participation Summary

Offeror:_____ RFP#:_____

Due Date: _____

ATTACHMENT E - SPECIAL PARTICIPATION SUMMARY

I. SMALL BUSINESS PARTICIPATION
Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION
Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", area any Contractors classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (MBE)	$ Value Contract	% of Fee

III. WOMEN-OWNED BUSINESS PARTICIPATION
Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes _____ No _____

If "No", area any Contractors classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

Consulting Firm(s) (WBE)	$ Value Contract	% of Fee

****All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed.**

ATTACHMENT H

Section 3 Clause
Section 3 Opportunities Plan
and related data

Section 3 Clause

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

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

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

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

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

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act
(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training for Housing Authority of the City of Pittsburgh Low Income Public Housing Residents (LIPH) and Area Residents of Low and Very Low Income Status (ARLIS)

PRIME CONTRACTOR'S NAME:
SPECIFICATION OR RFP/IFB/RFP NUMBER:
SPECIFICATION OR RFP/IFB/RFP TITLE:

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and ARMDC.

The preference of ARMDC/HACP is to ensure that as many HACP residents as possible are employed. In an effort to further that requirement, HACP has created a preference tier structure as outlined in the HACP Section 3 Policy and Program Manual which can be reviewed by visiting the "Vendor Services" section of www.hacp.org. Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability **must** be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

[ ] Tier I – HIRING

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.
The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the ARMDC c/o HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1118.**

When Tier I is selected, the Contractor shall complete the following table as instructed below:
(1) Indicate each job title for all phases of this contract
(2) The number of positions that will be needed in each category
(3) How many of those positions are currently filled
(4) The number currently filled by low and very low-income HACP residents
(5) The number currently filled by City of Pittsburgh neighborhood area residents
(6) How many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:
(7) Low income HACP Residents (LIPH) and/or

(8) Low and very low income City of Pittsburgh Neighborhood Area Residents (ARLIS)

SECTION 3 OPPORTUNITIES PLAN

Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:				**SPEC or RFP NUMBER:**			
JOB TITLE (1)	**NUMBER OF POSITIONS**					**HIRING REQUIREMENT**	
	# NEEDED (2)	**CURRENTLY FILLED**			**TO BE FILLED (6)**	**LIPH (7)**	**ARLIS (8)**
		TOTAL (3)	**LIPH (4)**	**ARLIS (5)**			

LIPH – HACP low income public housing resident
ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the ARMDC c/o HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.
Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

SECTION 3 OPPORTUNITIES PLAN

[ ] Tier II – CONTRACTING

The contractor has identified HACP resident-owned business(es) or Section 3 business(es) which is/are 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # .

In a one (1) page letter on your firm's letterhead:

1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.

2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).

3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities to train and employ Section 3 residents or make a direct cash contribution to the ARMDC c/o HACP Education Fund. HACP has established the following minimum threshold requirements for provision of training or contribution to the HACP fund that provides other economic opportunities:

a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,

b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.
Contractor shall provide, in a letter on firm letterhead:
Indication of the skilled training to be provided, the number of persons to be trained, the training provider, the cost of training, and the trainee recruitment plan; or,
Provide the amount of planned contribution to be made in relation to percentage of the contract labor hours costs. (Contribution checks should be made payable to: Clean Slate E3 Education Fund and mailed to Clean Slate E3, C/O Housing Authority of the City of Pittsburgh, Finance Department, 200 Ross Street, 9th Floor, Pittsburgh, PA 15219.

[ ] Tier IV – No New Hire Opportunity

If awarded this contract, the contractor will be able to fulfill the requirements of the IFB/RFP/RFQ with the existing work force. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.

SECTION 3 OPPORTUNITIES PLAN

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the ARMDC c/o HACP Section 3 Policy.

Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form as part of the response documentation for this Invitation for Bid or Request for Proposal. Failure to submit this form may jeopardize the responsiveness of your submission.

Company Name: _____

Name: _____ _____

Title: _____ _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

ATTACHMENT I

Sample MBE/WBE Letter of Intent

Attachment G
Sample M/WBE Commitment Letter

<Date>

<Name Of MBE or WBE Contact Person>
<Name of MBE or WBE firm>
<Address>
<City>, *<State>* *<Zip>*

Re: *<Name of ARMDC Project>*

Dear *<Name of Contact Person at MBE or WBE Firm>*

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Allies & Ross Management and Development Corporation (ARMDC).

If we are the successful bidders and awarded the contract, *<Name of Prime Bidder>* intends to utilize *<Name of proposed MBE or WBE firm>* as follows:

Scope of Proposed Services: _____
_____

Estimated Dollar Value: _____

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder> *<Contact Person from MBE/WBE>*

_____ _____
(Signature) (Signature)

_____ _____
(Name) (Name)

SAMPLE

Attachment J
Firm Demographics Form

ATTACHMENT H - Firm Demographics																	
		Male								Female							
	All employees	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	**Total # of American Minorities**
Partner																	
Associate																	
Professional																	
Secretarial																	
Clerical																	
Other																	
Total																	

Explain all other American Minority: _____

_____

_____

Be certain that the numbers in this table are accurate and add up correctly.

ATTACHMENT K

Request for Taxpayer Identification Number and Certification (IRS W-9)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Instructions for completing this form can be found at http://www.irs.gov/pub/irs-pdf/fw9.pdf

ATTACHMENT L

TAB 16, 'DEVELOPMENT TEAM EXPERIENCE', OF THE PENNSYLVNAIA HOUSING FIANCNE AGENCY

ATTACHMENT M

REFERENCES

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. Bidder shall list as references all housing authorities, including ARMDC, for whom the bidder has previously performed work of the nature requested under this IFB. ARMDC reserves the right to contact such persons at anytime prior to award and the bidder agrees that ARMDC may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 1			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	*Total $ Value per Change*	*Description of Change*	*Reason for Change*
1			
2			
3			
4			
5			
6			
7			

Reference 2			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	*Total $ Value per Change*	*Description of Change*	*Reason for Change*
1			
2			
3			
4			
5			
6			
7			

Reference 3			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	*Total $ Value per Change*	*Description of Change*	*Reason for Change*
1			
2			
3			
4			
5			
6			
7			

Previous Related Experience – Last three (3) jobs

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 4			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	*Total $ Value per Change*	*Description of Change*	*Reason for Change*
1			
2			
3			
4			
5			
6			
7			

Reference 5			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	*Total $ Value per Change*	*Description of Change*	*Reason for Change*
1			
2			
3			
4			
5			
6			
7			

Reference 6			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	*Total $ Value per Change*	*Description of Change*	*Reason for Change*
1			
2			
3			
4			
5			
6			
7			

Previous Related Experience – ARMDC Project

All bidders will provide information on the most recent ARMDC job to include all change order information and the reason for each. The most recent ARMDC job can be one of the 3 last jobs performed if that is the case.

Reference 7			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders/Addenda or Amendments to Contract			
Number	*Total $ Value per Change*	*Description of Change*	*Reason for Change*
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			