

ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION

REQUEST FOR QUALIFICATIONS RFQ# 2016-17

FOR

GENERAL CONTRACTOR FOR OCCUPIED REHABILITATION

Due:

Thursday, January 19, 2017 at 10:00 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

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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, January 5, 2015 @ 10:00 A.M. Pre-Submission Conference

200 Ross Street, 9th Floor Boardroom

Pittsburgh, PA 15219

Thursday, January 12, 2017 @ 10:00 A.M. Deadline for Submission of Questions

Thursday, January 19, 2017 @ 10:00 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 construction contractors will work for the selected GC.
- 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 the 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

<u>Milestone</u>	<u>Date</u>	
Pre-proposal Conference	1/5/17	
Last Day for Questions	1/12/17	
Bids Due	1/19/17	
ARMDC Board Approval of Selection of	1/26/17	
General Contractor		

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
- 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 multifamily 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 January 5, 2017 at 10:00 a.m., at 200 Ross Street, 9th Floor Boardroom, 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 January 19, 2017, at 10:00 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 75 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	Prevailing Wage Rate Schedule
ATTACHMENT N	References

(Proposer)

EXHIBIT B

<u>CERTIFICATION OF PROPOSER</u> <u>REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS</u>

certifies to the best of its knowledge and belief, that

nd its principals:
Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
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;
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
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 SEO. ARE APPLICABLE THERETO.
Signature and Title of Authorized Official

EXHIBIT C

CERTIFICA	TION	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 o	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 including the time for reviewing instructions, researching e				
date needed and completing and reviewing the collection o				
form to the Office of Management and Budget sent it to the		provided by the sponsoring agency.		
1. Type of Federal Action: 2. Status of Federal Action	ction:	3. Report Type:		
a. contracta. bid/offer/applica	tion	a. initial filing		
b. grant b. initial award		b. material change		
c. cooperative agreementc. post-award d. loan		For Material Change Only yearquarter		
e. loan guarantee		date of last report		
f. loan insurance		date of last report		
4. Name and Address of Reporting Entity:		eporting entity in No. 4 if Subawardee,enter		
D' 0.1 1 20' 101	nam	ne and address of Prime.		
Prime Subawardee Tier, if known:	:			
	Congres	sional District, if known:		
Congressional District, if known:				
6. Federal Department/Agency:	6. Fed	eral Program Name/Description:		
	CEDA N	Jumber, if applicable:		
	012111	volucit, if application		
8. Federal Action Number, if known:	9. Awa	ard Amount, if known:		
	\$			
40 N				
10a. Name and Address of Lobbying Registrant		iduals performing services (Include address		
· ·		if different from No. 10a) (last name, first name, MI):		
	1411).			
I. Information requested through this form is authorized by				
319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10		Signature Print		
L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of		Name		
lobbying activities is a material representation of fact upon		Fitle:		
which reliance was placed by the above when this transacti was made entered into. This disclosure is required pursuan		Telephone No.:		
31 U.SA.C. 1352. This information will be reported to the	110 1	Date:		
Congress semiannually and will be available for public				
inspection. Any person who fails to file the required disclo	sure			
shall be subject to a civil penalty of not less than \$10,000 a				
not more than \$100,000 for each such failure.				
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	St	andard 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.

- 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.
- 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.
- 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.
- (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,

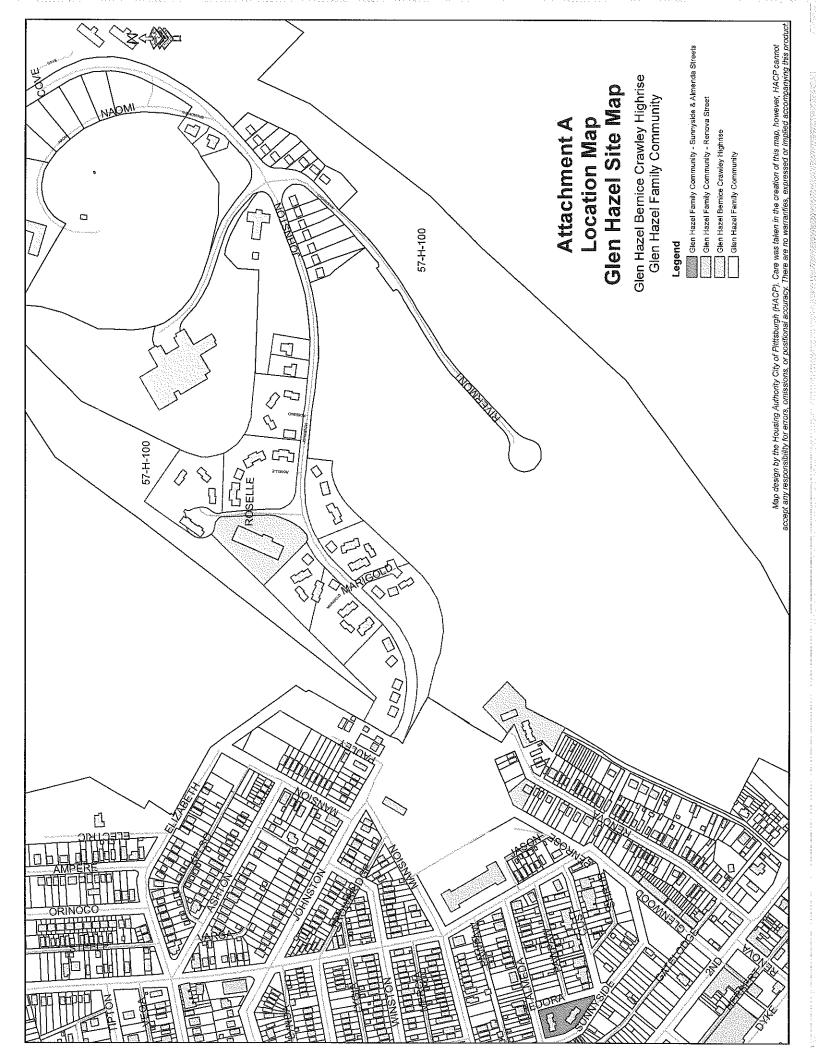
including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project 004-5), Washington, D.C. 20503.

(0348-

	EXHIBIT I 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 Consultant 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 A

Location Map



ATTACHMENT B

Schematic Design Architectural Plans and Scope of Work

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

945 Roselle Ct Pittsburgh, PA 15207

OWNER:

Schematic Design

December 5, 2016

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DEVELOPER

A-201 High Rise - Exterior Elevation	G-100 CoverSheet A-201 High Ri	Manager
	List of Drawings	Contact: Jerome Frank, Senior Development
		Fax: 412-456-5591
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	A-214	Low Rise - Type B Exterior Elevation	P-119	_
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	A-222	Low Rise - Type E Exterior Elevation	P-122	
	A-226	Low Rise - Type F UFAS Exterior Elevation	P-123	
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	A-236	Low Rise - Type L Exterior Elevation	P-128	_
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Contact: Jerome Frank, Senior Development	List	List of Drawings			
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Phone: 412-431-2480	L-102	Sitework Plan	A-227	Low Rise - Type # Exterior Flevation	
Fax: 412-431-2670	L-103	Sitework Plan	A-22E	Low Blso - Type F LIFAS Exterior Elevation	
Contact: Carla Worthington	L-104		A-226	A-226 Low Rise - Type G Exterior Elevation	
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	A-104	High Rise - Eighth Floor Plan
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	A-106	High Rise - Large One Berfroom Enlarg

LANDSCAPE ARCHITEOT/ SITE/CIVIL ENGINEER:

ARCHITECT:

Moore Design Associates	L-20
130 Heaven Lane	25
Mars, PA 16046	-20
Phone: 724-898-2082	A-10
Contact: Sara Moore, Principal	A-10
	A-10
	A-10
In-State Design & Development	A-10
9 East Main Street	A-10
Camegie, PA 15106	A-10
Phone: 412-276-2219	₩1
Contact: Richard J. Stefanick	A-11

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

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agie, PA 15106 e: 412-276-2219 act: Richard J. Stefanick		

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

Unit Type	Small	Smalf	Large	Large	Small	Small	Small	Large	UFAS	Large	Large	Small	Small	Small	Small	Large	Large	Small	Small	Small	Small	Large	UFAS	targe	Large	Small	Small	Small	Small	Large	Large	Small	Small	Small	Small	Large	UFAS	Large	Large	Small	Small	Small
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Sedrooms Unit Type

of Bedrooms

502 503 504 507

Small Large Large Large Small

Renaissance 3 Architects, P.C. 48 South 14th Street Pittsburgh, PA 15203 Phorte, 172-43-1-2840 Fax:412-43-15670 www.f3a.com

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CONSULTANT:

# of Units	55	35	
Unit Type	Small	Large	UFAS

16

Total Units

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

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

Glen Hazel Family Community Proper

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Glen Hazel Family - Renova / Almeda

Unit	Type	ſ	UFAS (J)	ſ	¥	Х	1	1	٦	7	7	N	W	M
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Address

	acts, P.C. freet 5203 2480 2670 com	R3A		ס	<u>.</u>
	Renaissance 3 Architecte, P.C. 48 South 14th Street Pittsburgh, PA 15203 Phone: 412-431-2670 Fax: 412-431-2670 www.r3a.com	© COPYRIGHT 2016 R3A self-model in management of the property	CONSULTANT:	Allies & Ross Management and Development Corporation	Task Order Contract No.
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Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

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Total Units

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(B) Remove and replace falling asphalt in Typ.

20' x 24' offstreet parking area

(A) Reset existing retaining wall block

Typical Situations

CEGEND

(C) Seal and restripe asphalt
(D) Replace missing street light standard
(E) Remove and replace failing asphalt in Typ. $40^{\circ} \times 40^{\circ}$ offstreet parking area (F) Remove and replace failing asphalt in Typ.

 $10' \times 20'$ offstreet parking area

CB 46 (144)

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The season of th

(1) Repair crack in concrete slab
(2) Remove and replace porch handrall
(3) Remove and replace porch handrall
(4) Seal and restripe asphalt to denote accessible

(5) Remove and replace handrail along walk (6) Remove and replace handrail along walk parking

General Notes

Sandblast and repaint all metal handrails

Renalssance 3 Architects, P.C. 48 South 14th Street Pittsburgh, PA 15203 Phone: 412-431-2480 Fax: 412-431-2670 www.r3a.com © COPYRIGHT 2016 R3A REPLYANTING THE PROPERTY OF THE PROPERTY

CONSULTANT:

Management and Development Corporation Allies & Ross

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

945 Roselle Ct Pittsburgh, PA 15207

Schematic Design

Site Work Plan

DECEMBER 5, 2016 15074B

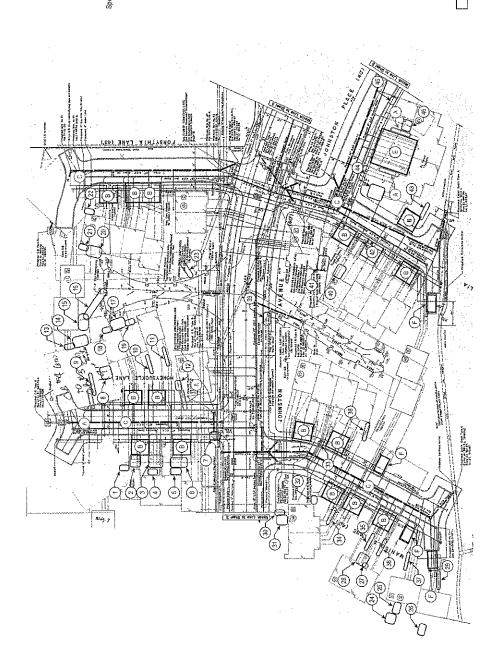
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LEGEND

Typical Situations

(B) Remove and replace failing asphalt in Typ. (A) Reset existing retaining wall block

Sandblast and repaint all metal handrails

General Notes

20' x 24' offstreet parking area

(C) Seal and restripe asphalt

(E) Remove and replace failing asphalt in Typ. (D) Replace missing street light standard

(F) Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area 10" x 20" offstreet parking area

Specific Instances

(1) Remove and replace steps Remove and replace slab

Remove and replace slab

Remove and replace steps Remove and replace steps

Cacou handrait
 Reset and repair utility box
 Remove and replace handrail
 Remove and replace handrail
 Remove and replace handrail
 Remove and replace handrail
 Remove and replace wood
 Remove and replace wood

Remove and replace handrail Remove and replace handrail Remove and replace handrail

Remove and replace slab

Reset and repair electric utility box lid

Remove and replace slab

handrail with standard metal

Remove and replace handrail Remove and replace handrail

Remove and replace wood handrail 99999999

with standard metal

Remove and replace steps Remove and replace steps

Remove and replace sidewalk Remove and replace slab

Remove and replace sidew Remove and replace slab

Remove and replace steps Remove and replace steps

Remove and replace threshold slab Remove and replace step

Remove and replace handra Remove and replace steps

Remove and replace steps

Remove and replace sidewall

spelling?

(28) Remove and replace handrall (27) Remove and replace 6' drain (28) Repart splaing slab (29) Remove and replace wood han

85

Remove and replace handrail

Remove and replace steps

Remove and replace wood handrail

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

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> Grout and level slab Grout and level slab

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

Remove and replace handrail

(7) (4)

Remove and replace wood

denote accessible parking Seal and restripe asphalt to

945 Roselle Ct Pittsburgh, PA 15207

handrail with standard metal

Remove and replace handrail

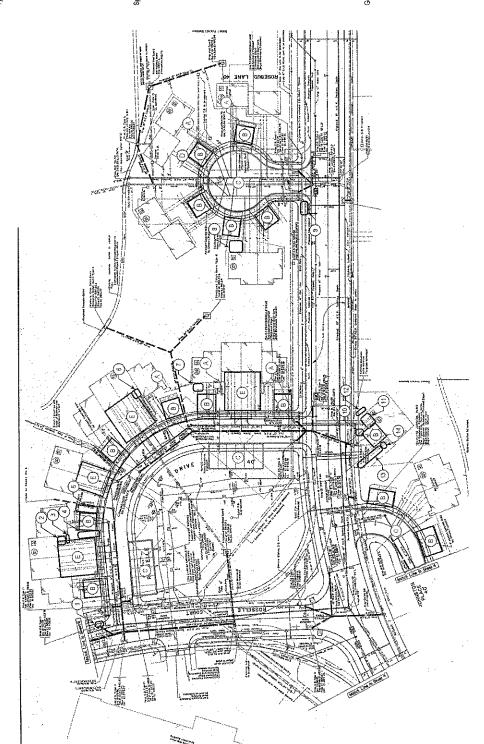
(4) (4)

Schematic Design

Site Work Plan

DECEMBER 5, 2016 ISSUED:

R3A PROJECT#



LEGEND

Typical Situations

(A) Reset existing retaining wall block

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(B) Remove and replace failing asphalt in Typ. $20' \times 24'$ offstreet parking area

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(C) Seal and restripe asphall (D) Replace missing street light standard

(E) Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area

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> (F) Remove and replace failing asphalt in Typ. 10' x 20' offstreet parking area

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Specific Instances

(1) Repair curb and inlet

Remove and replace porch handrail
 Remove and replace sidewalk
 Remove and replace steps
 Semove and replace sidewalk
 Remove and replace sidewalk
 Remove and replace sidewalk

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stair to threshold

(8) Remove and replace porch handrail

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

Repair curb
 Remove and replace missing sidewalk
 Remove and replace eidewalk from Top of

(12) Remove and replace handrail stair to threshold

945 Roselle Ct Pittsburgh, PA 15207

(13) Remove and replace sidewalk (14) Remove and replace steps

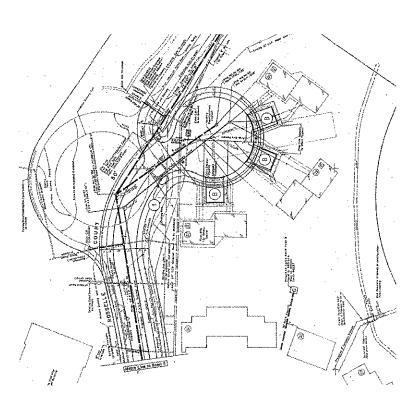
Schematic Design

Sandblast and repaint all metal handrails

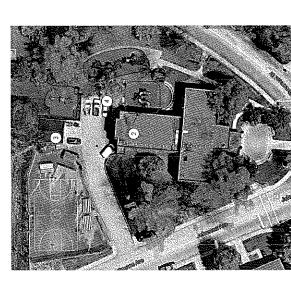
Site Work Plan

DECEMBER 5, 2016 RSA PROJECT# ISSUED:









Community Center



LEGEND

Typical Situations

Reset existing retaining wall block
 Remove and reptace 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.

(F) Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area

no comma 10' x 20' offstreet parking area

Specific Instances

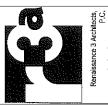
(1) Repair curb

(2) Remove and replace play surface (36'X36') match fall attenuation to play equipment requirements

(4) Remove and replace play surface (84'X46') match fall alteruation to play equipment requirements (3) Remove and replace play surface (36'X40') match fall attenuation to play equipment requirements

General Notes

Sandblast and repaint all metal handrails



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Schematic Design

Site Work Plan

DECEMBER 6, 2018 R3A PROJECT# ISSUED:

Sheet	Key#	Note	S	niity	Quantity Area	Instances Sub Total	Sub Total	Units
	Typical Situations	ituations						
.L-101	A	Reset existing retaining wall block			na	4		4 ea.
L-101	80	Remove and replace failing asphalt in Typ. 20' x	20 x	24	480	S		2400 Sq. FT.
		24' offstreet parking area						
1-101	၁	Seal and restripe asphalt		L	вu	7		2 ea.
L-101	۵	Replace missing street light standard		_	·ea.	0		0 ea,
L-101	ш	Remove and replace failing asphalt in Typ. 40' x	40×	40	1600	2		3200 Sq. FT.
		40' offstreet parking area						
1-101	ı	Remove and replace failing asphalt in Typ. 10' x 10 x	10)	20	200	0		0 Sq. FT.
		20' offstreet parking area						
	Specific I	Specific Instances						
L-101	-	Repair crack in concrete slab	10		10		10	10 Linear Ft.
L-101	2	Remove and replace porch handrail	11	L	11		11	11 Linear Ft.
L-101	3	Remove and replace porch handrail	8	ļ	8		80	8 Linear Ft.
L-101	4	Seal and restripe asphalt to denote accessible		<u> </u>				
		parking						
L-101	2	Remove and replace handrail along walk	18		18		18	18 Linear Ft.
L-101	9	Remove and replace handrail along walk	8		8		8	8 Linear Ft.
	General Notes	Votes						
		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
RSA PROJECT # 150746

Sheet	Key#	Note	Ö	Quantity	Area	a Instances	Sub Total	Units
	Typical S	Situations		-				
L-102	Ą	Reset existing retaining wall block				na a	4	
L-102	æ	Remove and replace failing asphalt in Typ. 20' x 24'offstreet parking area	20	×	24 4	480 15		7200 Sq. FT.
L-102	O	Seal and restripe asphalt		H		na an	4	
L-102	۵	Replace missing street light standard		H	Ľ	ea. () 0	0 ea.
L-102	ш	Remove and replace failing asphalt in Typ. 40' x 40' offstreet parking area	40	× .	40 16	1600	1 1600	1600 Sq. FT.
L-102	L.	Remove and replace failing asphalt in Typ. 10' x	9	×	20 2	200	900	800 Sq. FT.
T		no m Almind too see of		╀	╀			
Ť	Specific	Specific Instances		\vdash				
L-102		Remove and replace steps	2	H	L	2		2 risers
L-102	2	Remove and replace slab	17 ×	_	10	170	17(170 Sq. FT.
L-102	3	Remove and replace slab	8	×	10	80	96	80 Sq. FT.
L-102	4	Remove and replace steps	2			2	7	2 risers
L-102	2	Remove and replace steps	2			2	7	2 risers
1-102	9	Remove and replace slab	17	×	16 2	272	272	272 Sq. FT.
L-102	7	Reset and repair electric utility box lid	1	-	Ц	1		t ea.
L-102	&	Remove and replace slab	7	×	12	84	78	84 Sq. FT.
L-102	63	Remove and replace handrail	20	_		20	26	20 Linear Ft
L-102	10	Remove and replace handrail	12	-	Ц	12	1	12 Linear Ft
L-102	F	Remove and replace wood handrall with standard metal	72			12	=	12 Linear Ft.
L-102	12	Remove and replace steps	2	-	L	2		2 risers
-102	13	Remove and replace steps	2	-	L	2		2 risers
L-102	14	Remove and replace stab	£	×	9	99	ğ	66 Sq. FT.
L-102	15	Remove and replace sidewalk	45×	Ţ	4	180	180	180 Sq. FT.
	16	Remove and replace sidewalk	12	×	4	48	4	48 Sq. FT.
L-102	17	Remove and replace slab	17	×	6	102	102	102 Sq. FT.
L-102	18	Remove and replace steps	2		_	2	,	2Įrisers
L-102	19	Remove and replace steps	2	_		2		2 risers
L-102	20	Remove and replace threshold slab	×.9	Ī	11	99	19	66 Sq. FT.
F-105	21	Remove and replace step	-					1 risers
L-102	22	Remove and replace steps	2	H		2	,	2 risers
L-102	23	Remove and replace handrail	9			9)	6 Linear Ft.
102	24	Remove and replace steps	4			4	7	4 risers
L-102	25	Remove and replace sidewalk	8	×	4	32	37	32 Sq. FT.
L-102	56	Remove and replace handrail	9	_		9	•	6 Linear Ft.
L-102	27	Remove and replace 6" drain		-		1		1 ea.
1-102	28	Repair spalling slab		-		1		1 ea.
Ì								

hapf	Kev#	Note	Oilan	ĮĮ.	Organifity Area	instances	Sub Total	Units	
-102	29	Remove and replace wood handrall with	8	Ĺ	8		18	18 Linear Ft.	
		standard metal							
102	30	Remove and replace handrall	3		3		3	3 Linear Ft.	
102	31	Remove and replace steps	2		2		2	2 risers	
-102	32	grout handrail spelling?			1		Į.	1 ea.	
-102	33	Reset and repair utility box			Г		7	1 ea.	
-102	33	Remove and replace handrail	10		10		10	10 Linear Ft.	
-102	35	Remove and replace handrail	16		16		16	16 Linear Ft.	
-102	36	Remove and replace handrail	4		14		14	14 Linear Ft.	
-102	37	Install handrail	10		10		10	10 Linear Ft.	
-102	38	Remove and replace wood handrall with	8		80		8	8 Linear Ft.	
		standard metal							
-102	39	Repair curb	2		2		2	2 Linear Ft.	
-102	40	Grout and level slab	× 9	3	18		18	18 Sq. FT.	
-102	41	Grout and level slab	2×	3	15		15	15 Sq. FT.	
-102	42	Seal and restripe asphait denote accessible	20 x	24	480		480	480 Sq. FT.	
		parking							
-102	43	Remove and replace handrail	9		10		10	10 Linear Ft.	
-102	44	Remove and replace wood handrall with	16		16		16	16 Linear Ft.	
		standard metal							
-102	45	Repair curb	4		4		4	4 Linear Ft.	
-102	46	Remove and replace handrail	10		10		10	10 Linear Ft.	
	General Notes	lotes							
		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

DECEMBER 5, 2016 15074B ISSUED: R3A PROJECT#

Units			6720 Sq. FT.			ea.	6400 Sq. FT.		0 Sq. FT.			Linear Ft.	8 Linear Ft.	80 Sq. FT.	6 risers	32 Sq. FT.	8 Linear Ft.	64 Sq. FT.	8 Linear Ft	4 Linear Ft.	60 Sq. FT.	32 Sq. FT.		8 Linear Ft.	40 Sq. FT.	4 risers		
Sub Total						Ţ-						1	8	80	9	32	80	64	80	4	09	32		8	40	4		
Instances		5	14		4	1	4		0																			
Quantity Area		na	480		na	ea.	1600		200			Ļ	8	80	9	32	8	979	80	4	90	32		8	40	4		
itλ			24				40		20					4		4		8			12	4			4			
nan			20 x	L		П	40 ×		×				8	20 x	9	8 ×	8	× 8	80	4	5 ×	× 8		8	10 x	4		_
a			-						10			1	8	1 20	9	8	8	8	٣	7	۳,	-		3	1	4		
Note	ituations	Reset existing retaining wall block	Remove and replace failing asphalt in Typ. 20' x	24'offstreet parking area	Seal and restripe asphalt	Replace missing street light standard	Remove and replace failing asphalt in Typ. 40' x	40' offstreet parking area	Remove and replace failing asphalt in Typ. 10' x 10 x	20' offstreet parking area	Instances	Repair curb and inlet	Remove and replace porch handrail	Remove and replace sidewalk	Remove and replace steps	Remove and replace sidewalk	Remove and replace porch handrail.	Remove and replace sidewalk from Top of stair to threshold	Remove and replace porch handrail	Repair curb	Remove and replace missing sidewalk	Remove and replace sidewalk from Top of stair	to threshold	Remove and replace handrail	Remove and replace sidewalk	Remove and replace steps	Votes	Sandblast and repaint all metal handrails
Key#	Typical Situations	A	В		ပ	D	ш		ш.		Specific Instances	-	2	3	4	5	9	7	80	6	10	11		12	13	14	General Notes	
Sheet		L-103	L-103		L-103	L-103	L-103		1-103			L-103	L-103	L-103	L-103	L-103	F-103	L-103	L-103	L-103	L-103	L-103		L-103	L-103	L-103		



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Schematic Design

Site Work Quantities

ISSUED: DECEMBER 5, 2018
R3A PROJECT # 150748

	Sheet	Key#	Note	Qua	Quantity	Area	Instances	Instances Sub Total	Units
		Typical Situations	ituations						
	L-104	٧	Reset existing retaining wall block			eu	0		
	L-104	В	Remove and replace failing asphalt in Typ. 20' x	20 x	24	480	3		1440 Sq. FT.
			24' offstreet parking area		_				
	L-104	3	Seal and restripe asphalt			na	. 0		
		۵	Replace missing street light standard			ea.	0		0 ea,
	L-104	Е	Remove and replace failing asphalt in Typ. 40' x 40 x 40	40 x	40	1600	0		0 Sq. FT.
			40' offstreet parking area						
	L-104	į į	Remove and replace failing asphalt in Typ. 10'x 10 x	10 X	20	200	0		0 Sq. FT.
			20' offstreet parking area						
		Specific I.	Specific Instances						
	L-104	1	Repair curb	2		7		2	2 Linear Ft.
	L-104	2	Remove and replace play surface - match fall	36 x	36	1296		1296	1296 Sq. FT.
			attenuation to play equipment requirements.						
	L-104	3	Remove and replace play surface - match fall	36 x	40	1440		1440	1440 Sq. FT.
Community Pontor	Poppor		attenuation to play equipment requirements.						
Replace pla	wgi-94Ind	surface in t	Replace playgradind surrace in th Replace playard respirators স্মাধান কৰি স্মাধান সমাধান সমাধান সমাধান স্মাধান স্মাধান সমাধান সমাধা	₹. ×	46	3864		3864	3864 Sq. FT.
		General Notes	dotes						
			Sandblast and repaint all metal handrails						



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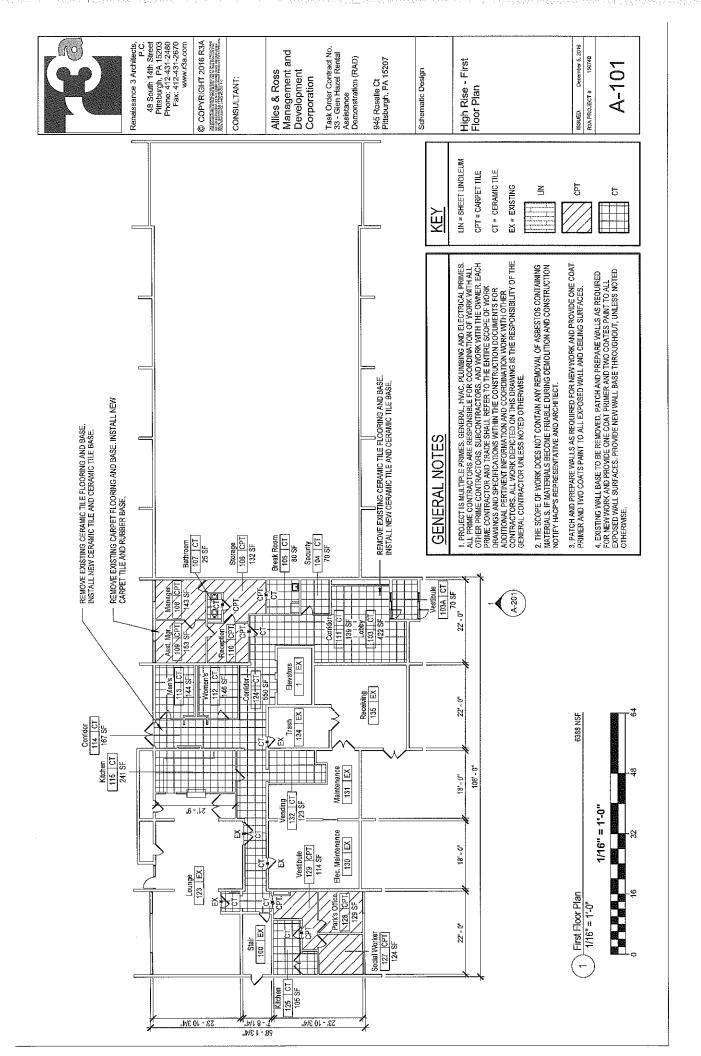
Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD)

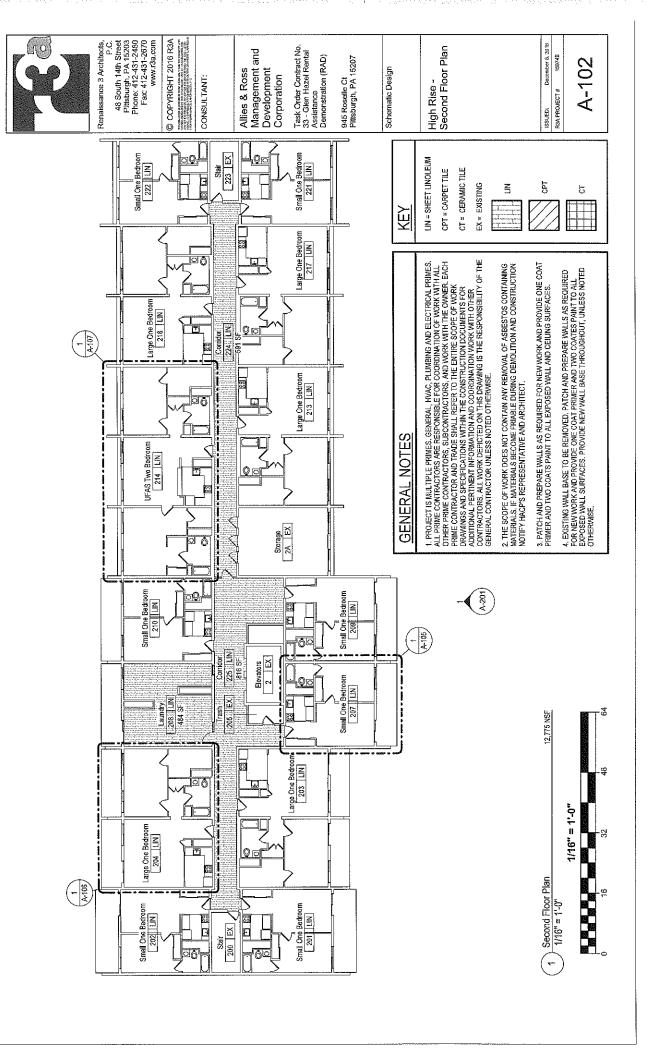
945 Roselle Ct Pittsburgh, PA 15207

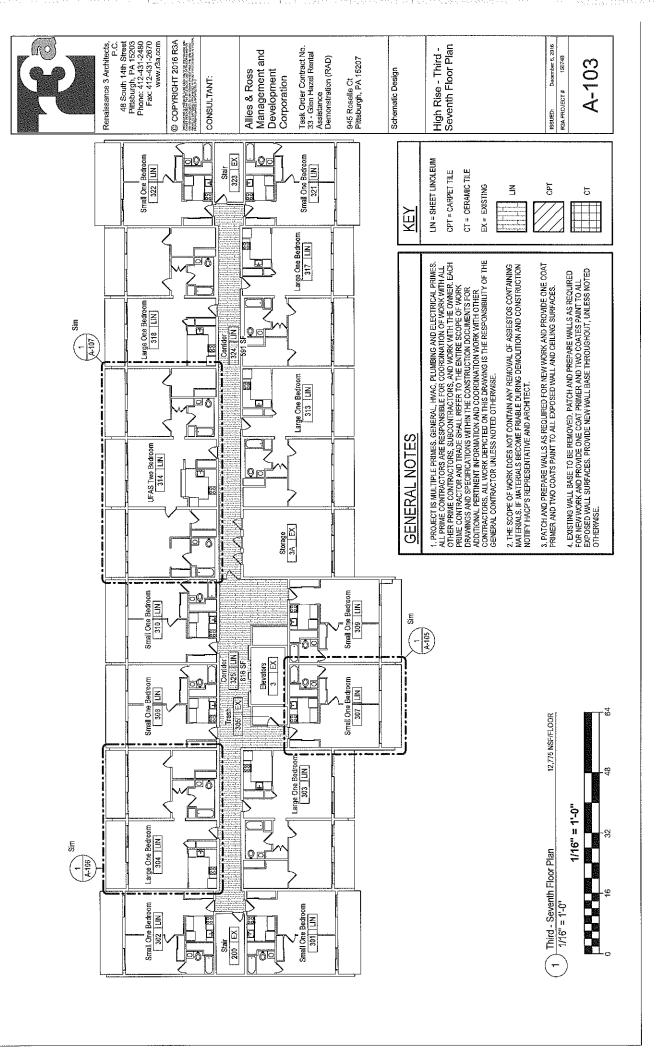
Schematic Design

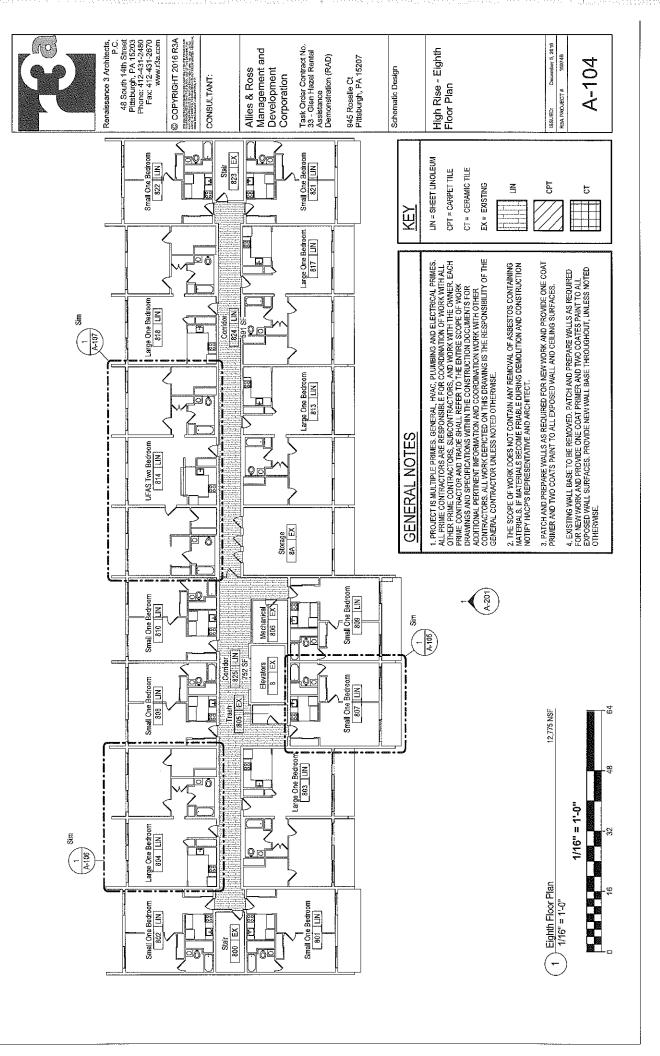
Site Work Quantities

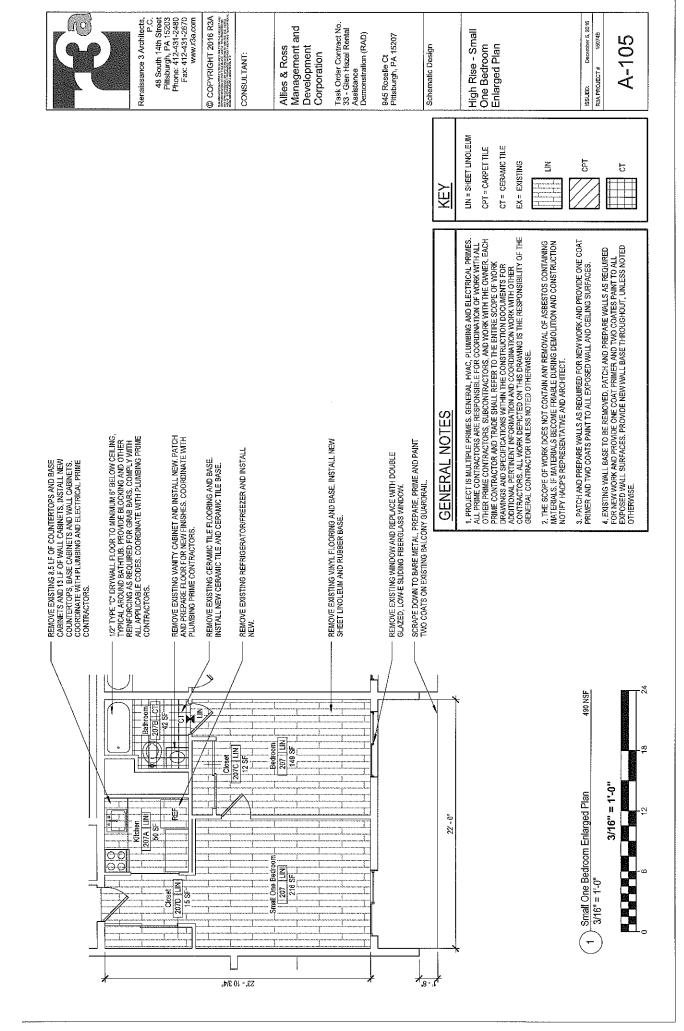
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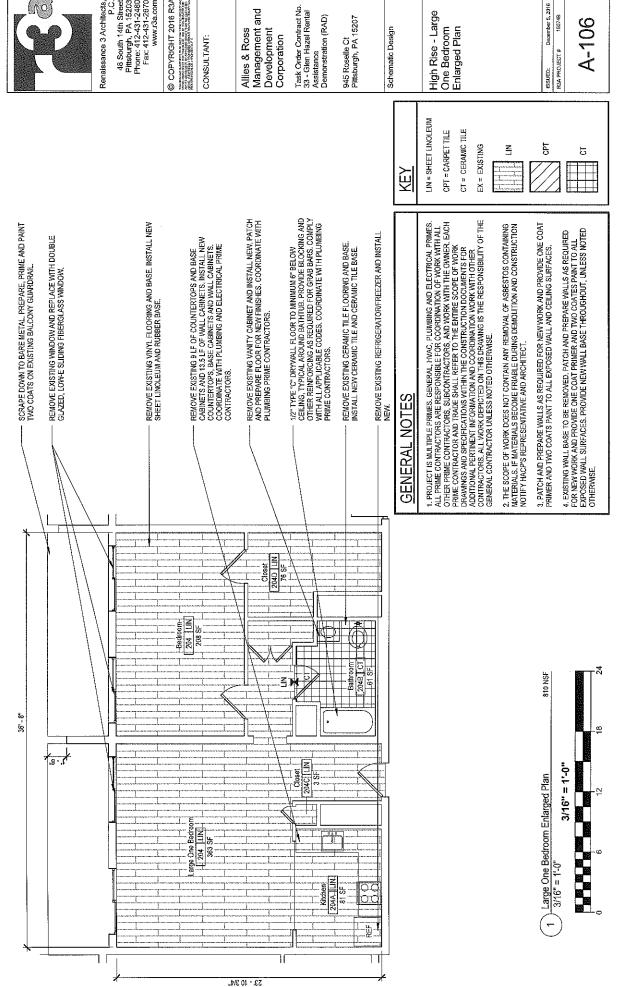














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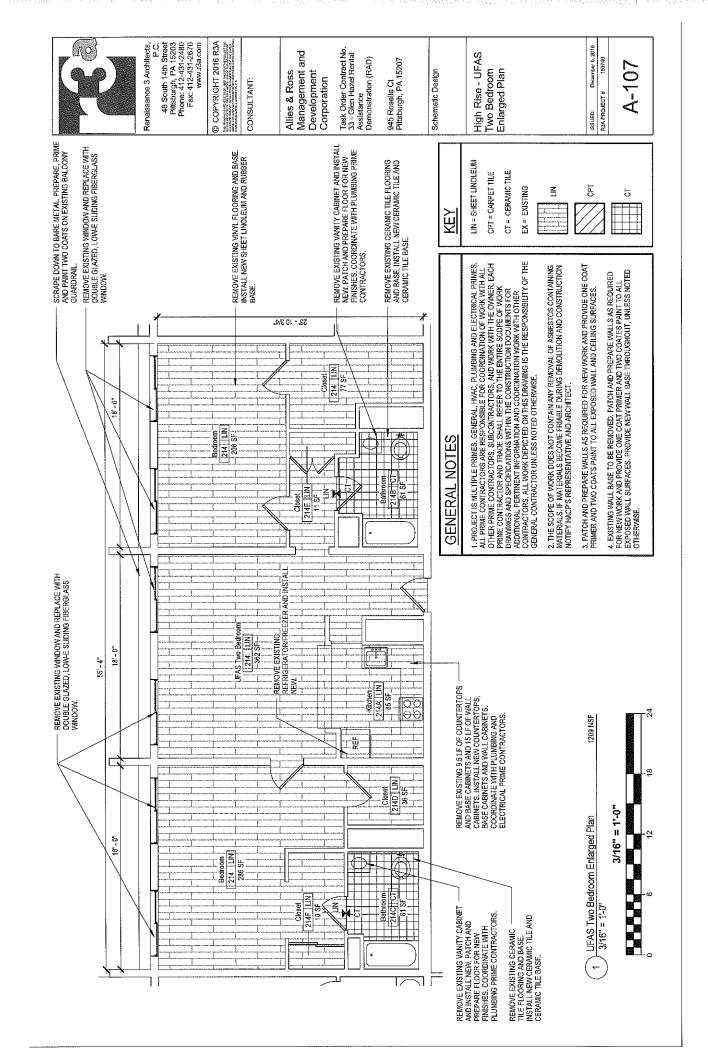
Management and Development Allies & Ross Corporation Task Order Contract No. 33 - Glen Hazel Rental Demonstration (RAD) Assistance

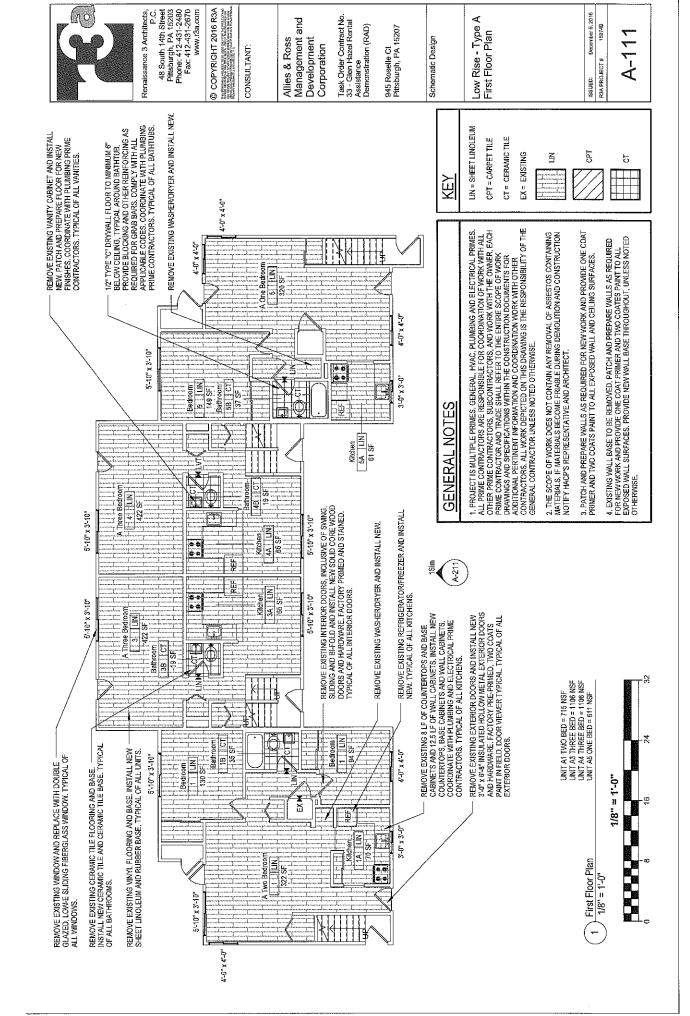
945 Roselle Ct Pittsburgh, PA 15207

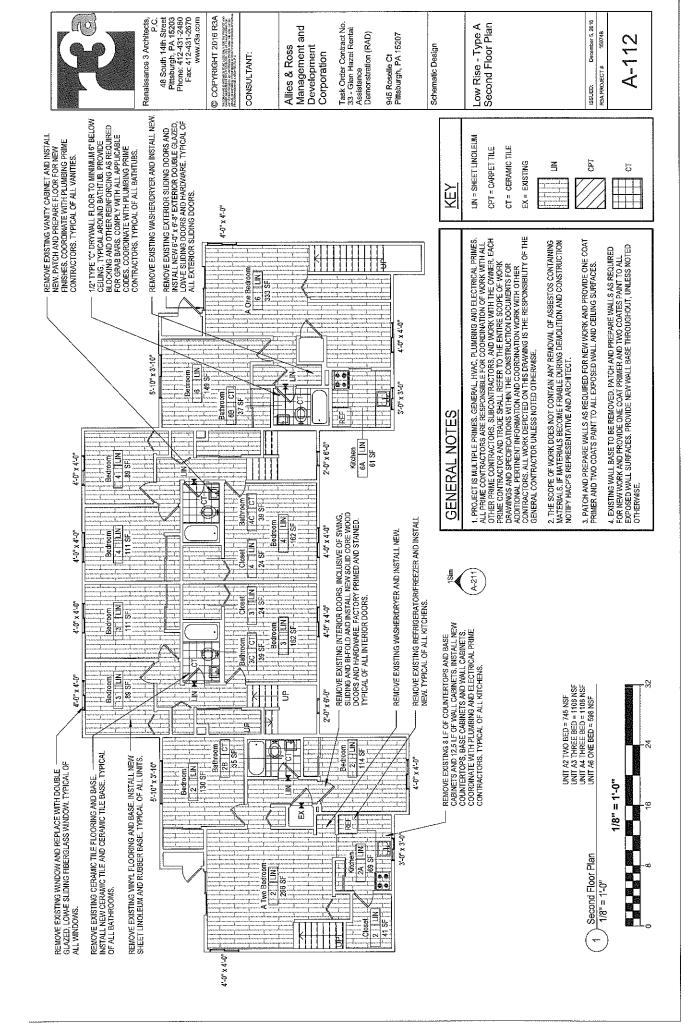
Enlarged Plan

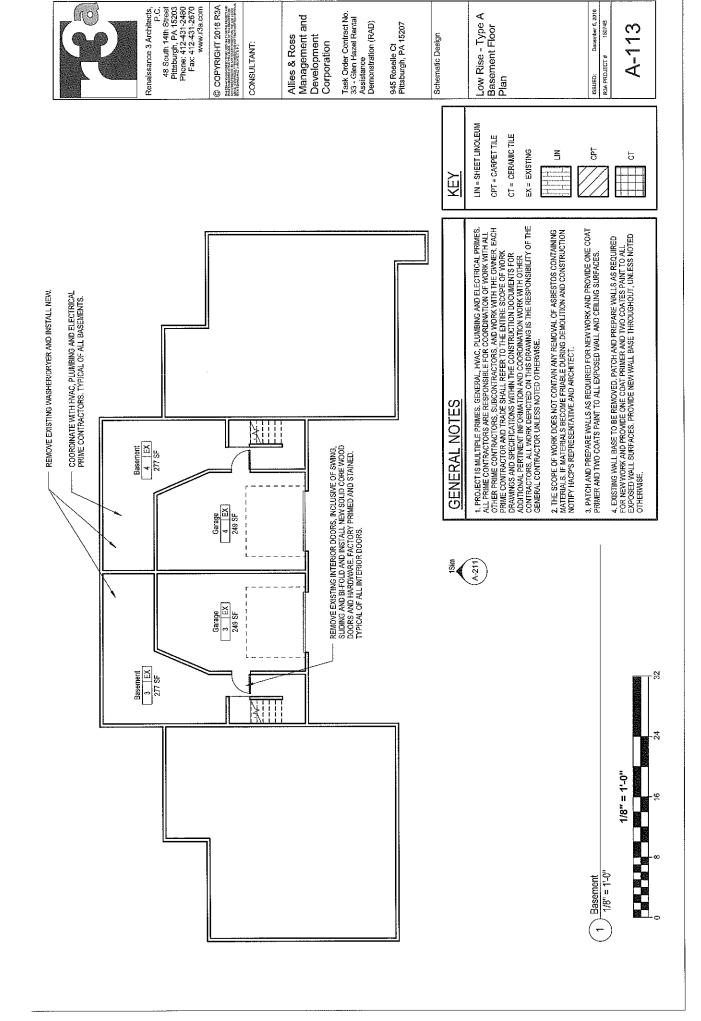
A-106

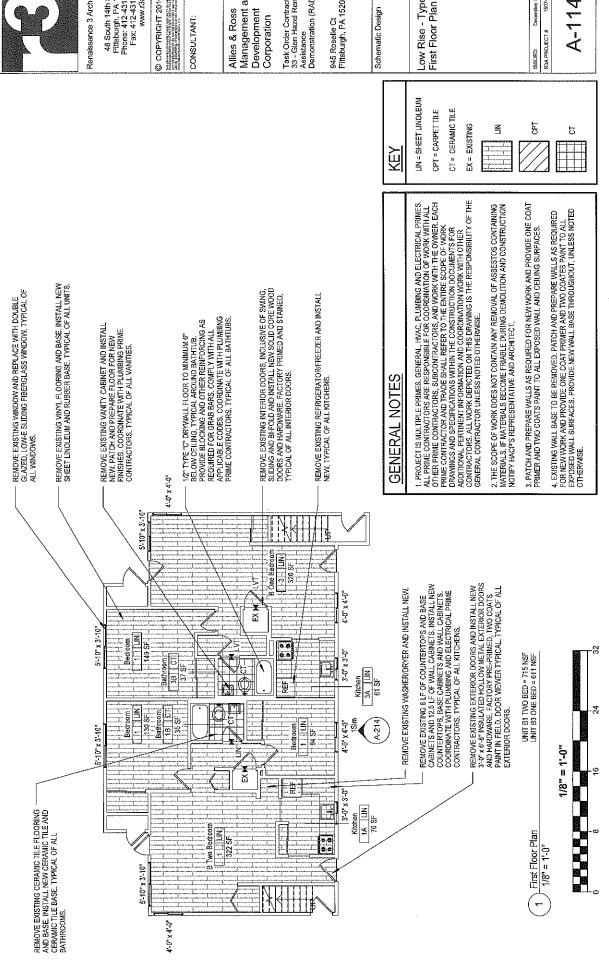
December 5, 2016













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Management and Allies & Ross Development Task Order Contract No. 33 - Glen Hazel Rental

Assistance Demonstration (RAD)

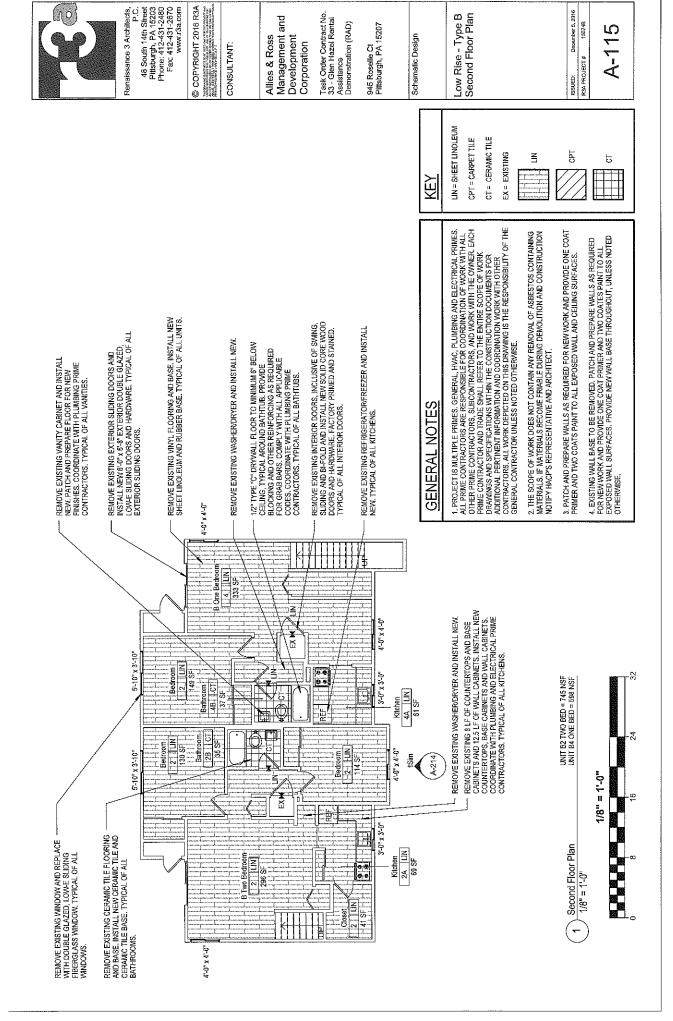
945 Roselle Ct Pittsburgh, PA 15207

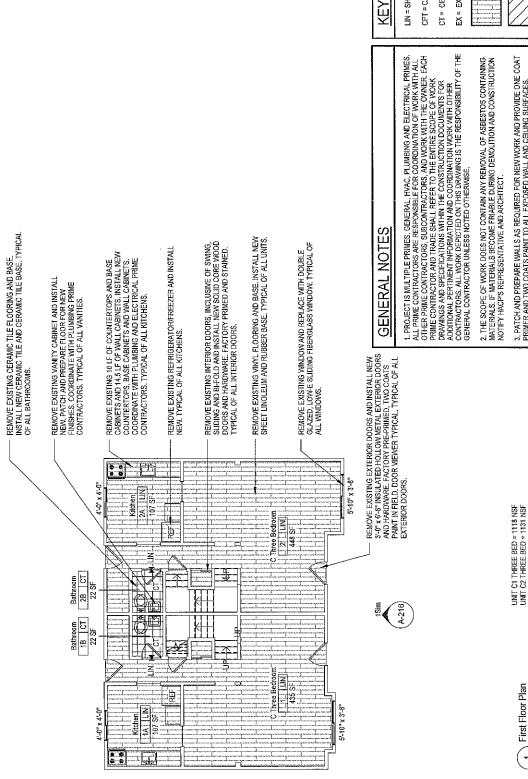
Schematic Design

Low Rise - Type B

December 5, 2016 R3A PROJECT # ISSUED:

15074B





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Task Order Contract No. 33 - Glen Hazel Rental

Assistance Demonstration (RAD)

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Schematic Design

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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.

Low Rise - Type C First Floor Plan

ISSUED: DB LIN = SHEET LINOLEUM CPT = CARPET TILE CT = CERAMIC TILE CPT EX = EXISTING Z S

A-116

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

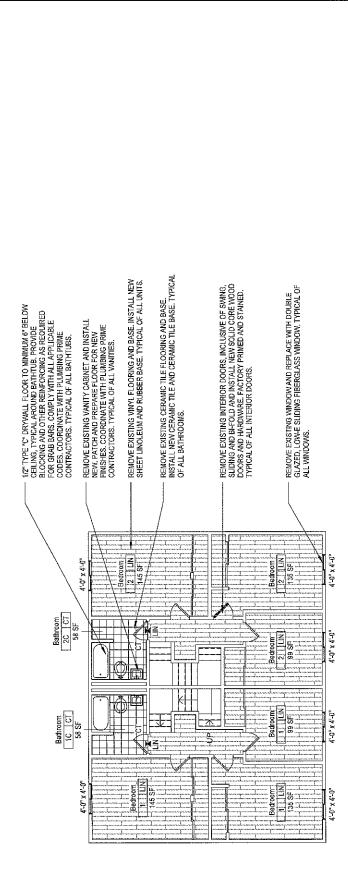
1/8" = 1'-0"

First Floor Plan

1/8" = 1'-0'

9

December 5, 2016



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Demonstration (RAD) 945 Roselle Ct Pittsburgh, PA 15207

Management and

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GENERAL NOTES

1Sim A-216

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

2. THE SCOPE OF WORK DOES NOT CONTAIN ANY REMOVAL OF ASBESTOS CONTAINING MATERIALS. IF MATERIALS BECOME FRABLE 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.

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

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

1/8" = 1'-0"

4. EXISTING WALL BASE TO BE REMOVED. PATCH AND PREPARE WALLS AS REQUIRED SON IEWWORK AND PROVIDE O'NE COAT PRIMER AND TWO COATES PAIN TO ALL EXPOSED WALL SURFACES. PROVIDE NEW WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.

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Schematic Design

LIN = SHEET LINOLEUM

Low Rise - Type C Second Floor Plan

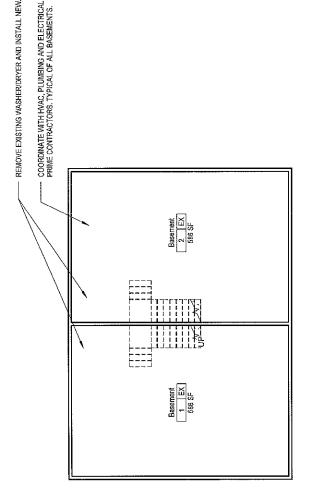
CPT = CARPET TILE

CT = CERAMIC TILE

CI = CEINAMIC EX = EXISTING Decambar 5, 2016

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GENERAL NOTES

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COGRDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER, EACH PRIME CONTRACTOR AND TRADE SHALL RETER TO THE BNIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINEAN THEOMACTION AND CORDINATION WORK WITH OTHER CONTRACTORS ALL WORK DEPICTED ON THIS DRAWING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWASE.

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 NEWWORK AND PROVIDE ONE COAP PRIMER AND TWO COATES PAINT TO ALL EXPOSED WALL SURFACES. PROVIDE NEW WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.

1/8" = 1'-0"

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

ΚĒΥ

Schematic Design

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

945 Roselle Ct Pittsburgh, PA 15207

Allies & Ross Management and

Development

Corporation

LIN = SHEET LINOLEUM CPT = CARPET TILE

Low Rise - Type C

Basement Floor Plan

CT = CERAMIC TILE

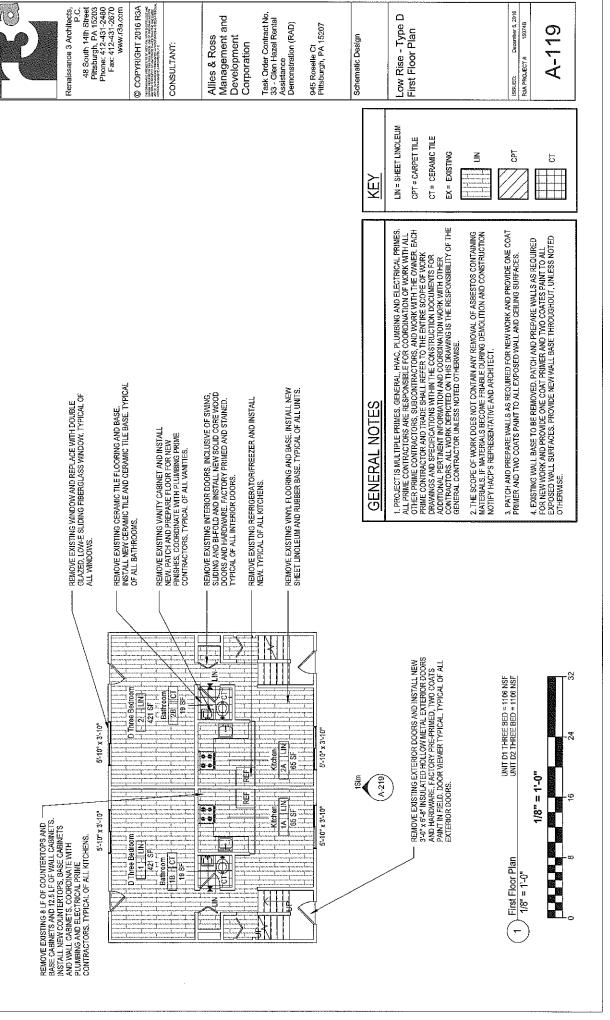
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December 5, 2016

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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 INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING 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. 12" TYPE "C" DRYWALL FLOOR TO MINIMUM 6" BELOW CREILING, TYPICAL RANDIND BAHTULE. PROVIDE BLOCKING AND OTHER REINFORCING AS REQUIRED FOR GRAB BARS, COMEN'Y WITH ALL APPLICABLE CODES, COORDINETE WITH PLUMBING PRIME CONTINACTORS, TYPICAL OF ALL BATHTUBS. REMOVE EXISTING VANITY CABINET AND INSTALL NEW, PATCH AND PREPARE FLOORF GIN RIVA FINISHES. COORGINATE WITH PLUMBING PRIME CONTRACTORS. TYPICAL OF ALL VANITIES. 2-0"x 6-0" Bedroom 2 LIN -89 SF 4'-0" x 4'-0" Bathroom 4-0" x 4-0" CloseL 2 LIN 24 SF Bedroom 11 LIN 4.0" x 4.-0" Bedroom 162 SF Bedroom 1 LIN 4'-0" × 4'-0" Z 5 2-0" x 6'-0"

GENERAL NOTES

1Sim (A-219

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 DRAWNINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT IN PORMATION AND COORDINATION WORK WITH OTHER CONTRACTORS ALL WORK DREPORTED ON THIS DRAWNING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.

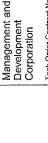
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3. PATCH AND PREPARE WALLS AS REQUIRED FOR NEW WORK AND PROVIDE ONE COAT PRIMER AND TWO COATS PAINT TO ALL EXPOSED WALL AND CEILING SURFACES.

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

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

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



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Schematic Design

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Low Rise - Type D Second Floor Plan LIN = SHEET LINOLEUM CT = CERAMIC TILE CPT = CARPET TILE

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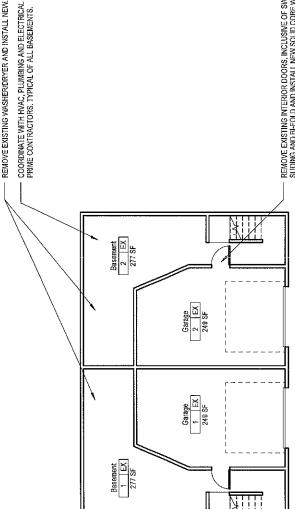
EX = EXISTING

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December 5, 2016 # 15074B ISSUED: DI



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CONSULTANT:

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SLIDING AND BH-DLO. AND INSTALL NEW SOLID CORE WOOD DOORS AND HARDWARE EACTORY PRIMED AND STAINED. TYPICAL OF ALL INTERIOR DOORS.

GENERAL NOTES

1Sim A-219

1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PILUMBING AND ELECTRICAL PRIMES. ALL PROMERCONTRACTORS 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 SCODE OF WORK DRAWNIGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINENT INFORMATION AND COORDINATION WORK MITH OTHER CONTRACTORS ALL WORK DEPORTED ON THIS DRAWNIG IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERMSE.

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4. EXISTING WALL BASE TO BE REMOVED. PATCH AND PREPARE WALLS AS REQUIRED FOR INJUNCTION BY SOUTH OF THE REPOSED WALL SURFACES. PROVIDE NEW WALL BASE THROUGHOUT, UNLESS NOTED OTHERWISE.

1/8" = 1'-0"

1/8" = 1'-0'

Basement

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

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Development Allies & Ross

Corporation

KEY

Schematic Design

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EX = EXISTING

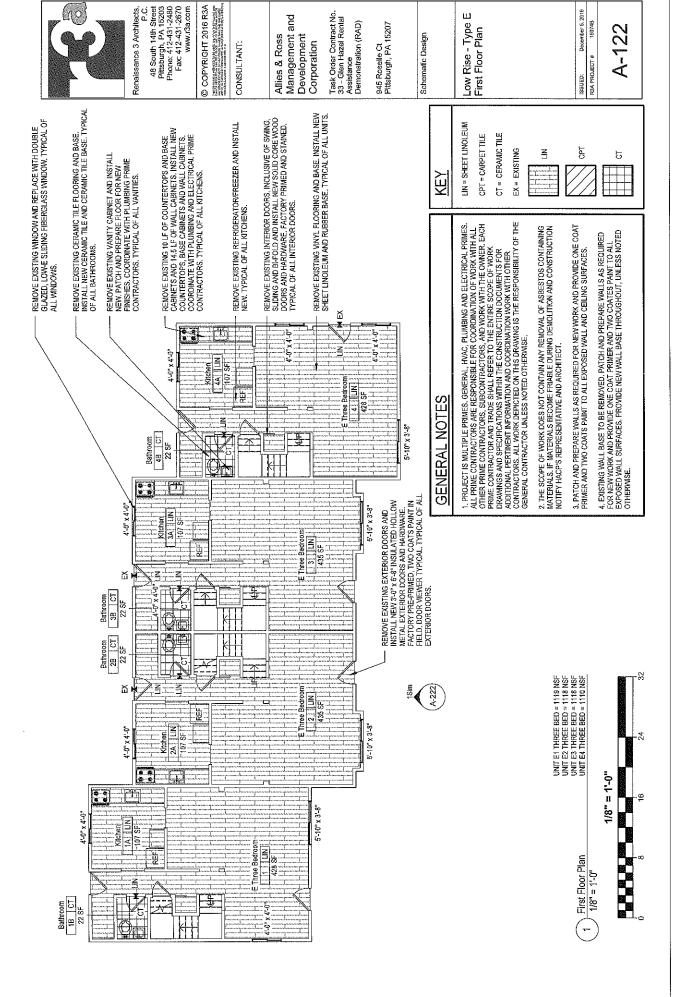
Low Rise - Type D Basement Floor Plan

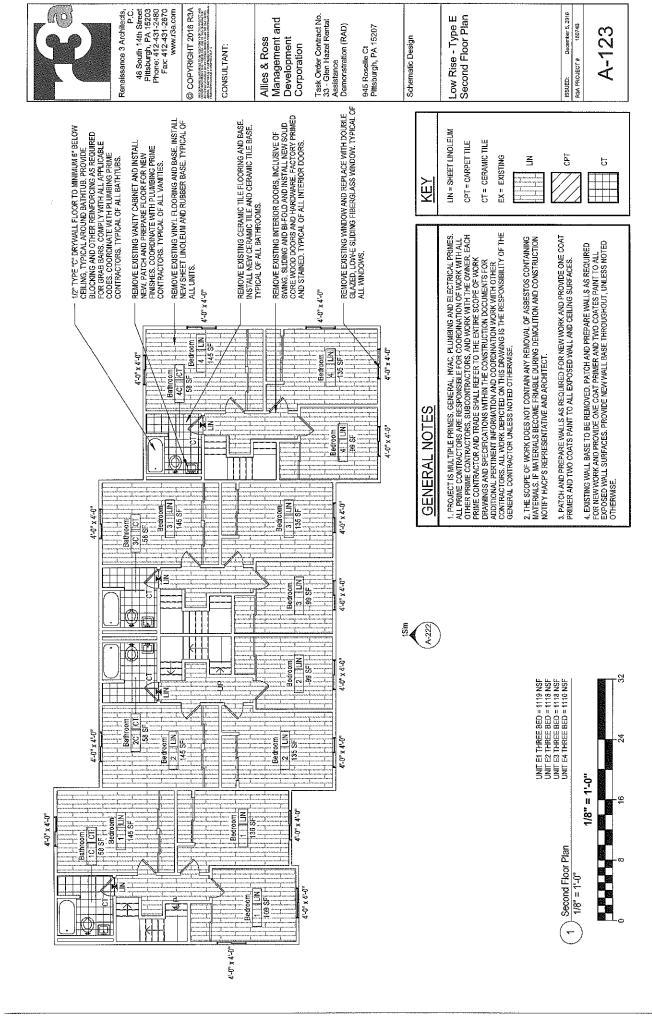
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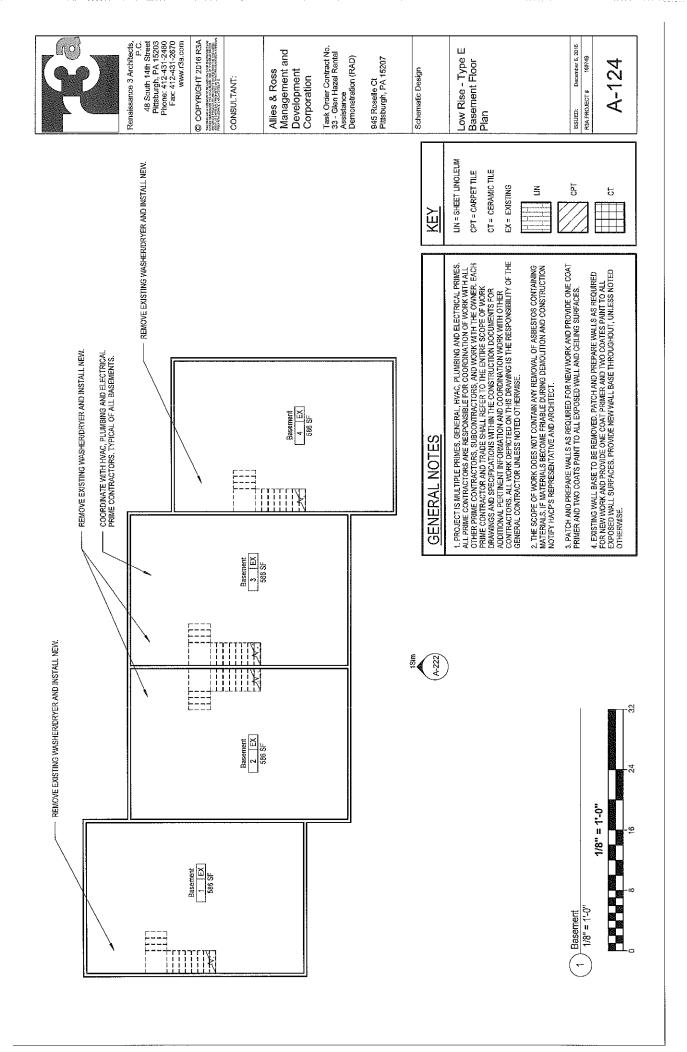
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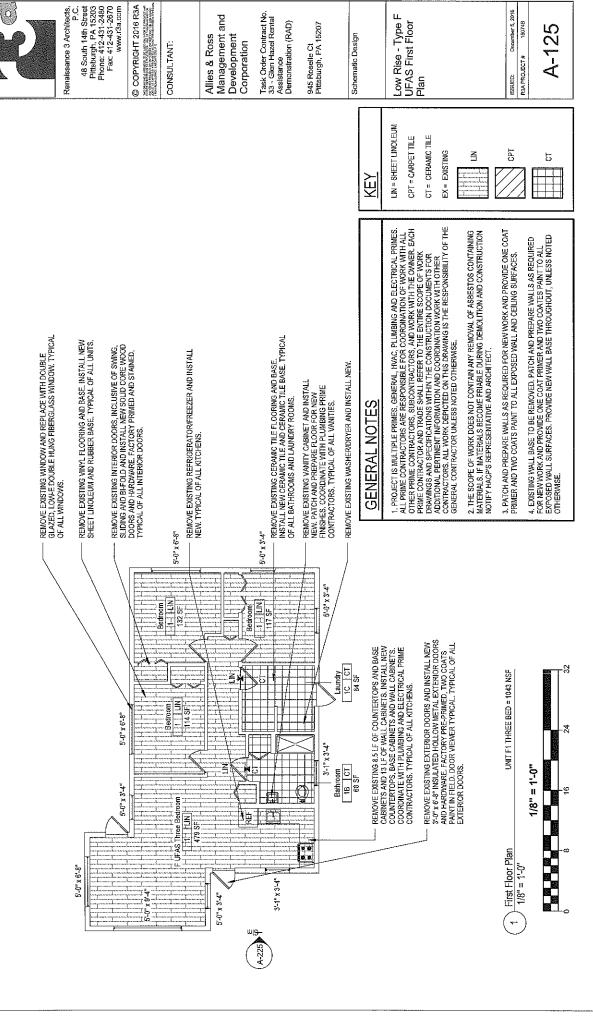
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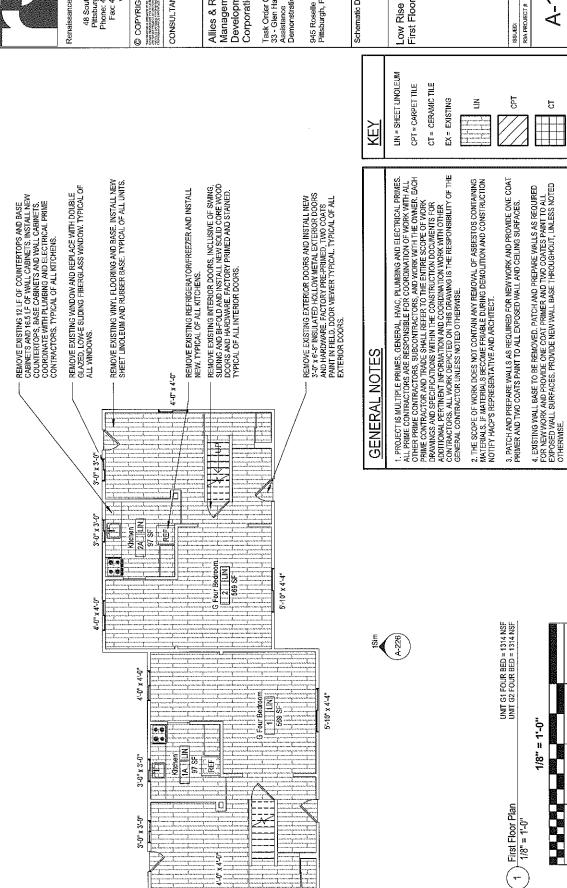
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CONSULTANT:

Management and Development Allies & Ross Corporation Task Order Contract No. 33 - Glen Hazei Rentai

Demonstration (RAD)

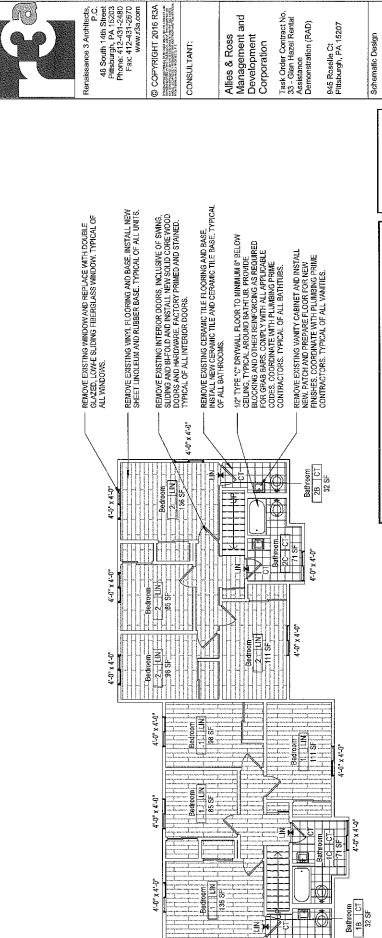
945 Roselle Ct Pittsburgh, PA 15207

Schematic Design

Low Rise - Type G First Floor Plan

A-126

December 5, 2016



4'-0" x 4'-0"

GENERAL NOTES

1Sim (A-226)

1. PROJECT IS MULTIPLE PRIMES, GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES.
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PRIME CONTRACTOR AND TRACE SHALL REFER TO THE ENTIRE SCOPE OF WORK
DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR
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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.

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

Second Floor Plan

1/8'' = 1'-0"

1/8" = 1'-0'

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

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LIN = SHEET LINOLEUM

-ow Rise - Type G Second Floor Plan

> CPT = CARPET TILE CT = CERAMIC TILE

EX = EXISTING

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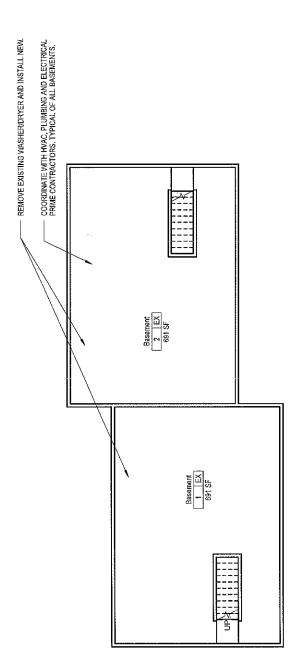
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December 5, 2016 15074B

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GENERAL NOTES

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1/8" = 1'-0"

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

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Schematic Design

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Allies & Ross Management and

Development Corporation

LIN = SHEET LINOLEUM

Low Rise - Type G

Basement Floor

Plan

CT = CERAMIC TILE CPT = CARPET TILE

EX = EXISTING

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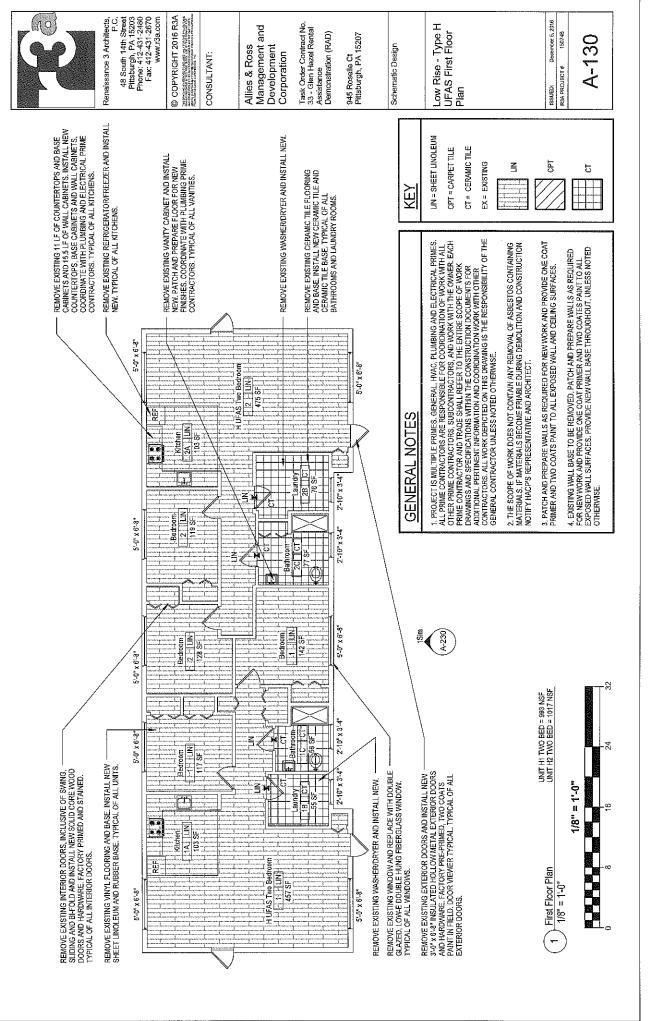
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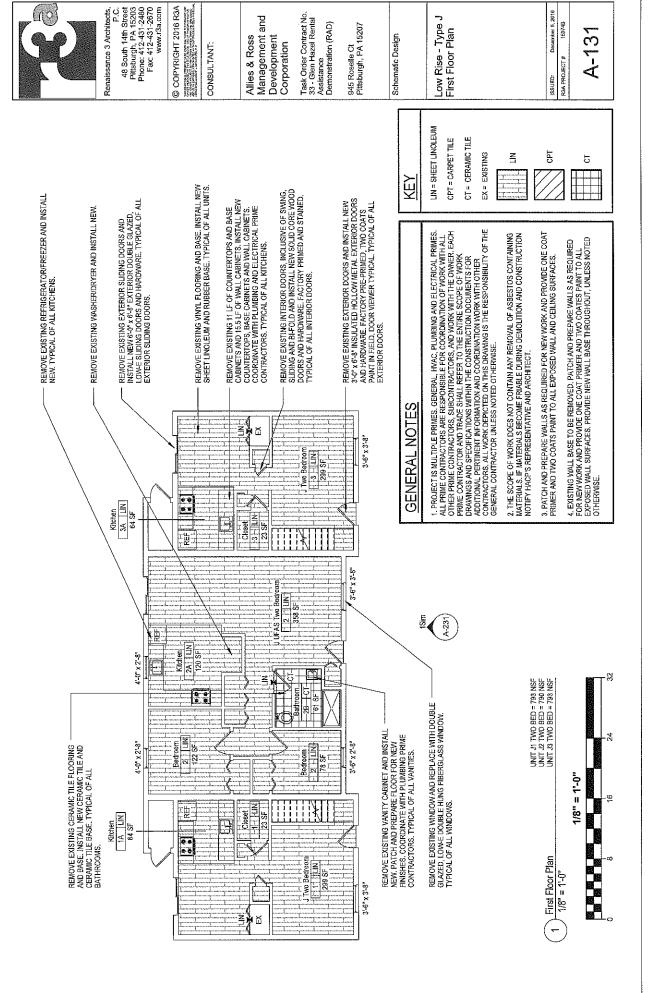
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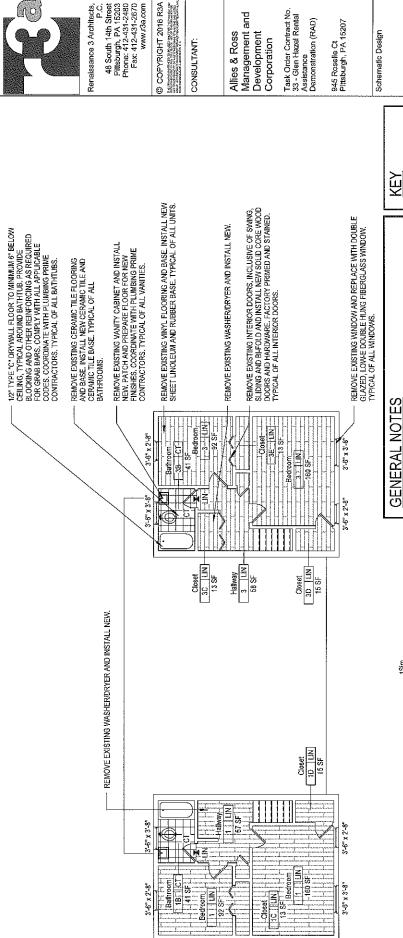
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1. PROJECT IS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES. ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL OTHER PRIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH PRIME CONTRACTOR AND TRADE SHALL REFER TO THE ENTIRE SCOPE OF WORK DRAWINGS AND SPECIFICATIONS WITHIN THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL PERTINER'S TRADEASTOR AND CONDINATION HOLD CONDINATION WORK WITH OTHER GENERAL WORK DRAWINGS 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 WATERIALS BECOME FRABLE 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 CELING SURFACES.

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

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

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

LIN = SHEET LINOLEUM CPT = CARPET TILE

Low Rise - Type J Second Floor Plan

CT = CERAMIC TILE

EX = EXISTING

Z

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December 5, 2016 # 15074B (SSUED: D

A-132

5

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 EXTERIOR SLIDING DOORS AND STRAIL INEW GAVE 4.9. KFRICOR DOUBLE GLAZED, LOWE SLIDING DOORS AND HARDWARE. TYPICAL OF ALL EXTERIOR SLIDING DOORS. REMOVE EXISTING 8.6 LF OF COUNTERTOPS AND BASE CABINETS. INSTALL NEW COUNTERTOPS, BASE CABINETS AND WALL CABINETS. COORDINATE WITH PLUMBING AND ELECTRICAL PRIME CONTRACTORS. TYPICAL OF ALL KITCHENS. ZA LLIN K Three Bedroom RFF K Three Bedroom 造 Kitchen 1A UN 59 SF

REMOVE EXISTING INTERIOR DOORS, INCLUSIVE OF SWING, SILDING ON DELYCLE 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.

3.-6" x 6'-0"

3,-6" x 6'-0"

1Sim (A-233

GENERAL NOTES

I. PROJECTIS MULTIPLE PRIMES. GENERAL, HVAC, PLUMBING AND ELECTRICAL PRIMES.
ALL PRIME CONTRACTORS ARE RESPONSIBLE FOR COORDINATION OF WORK WITH ALL
OTHER RAIME CONTRACTORS, SUBCONTRACTORS, AND WORK WITH THE OWNER. EACH
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UNIT K1 THREE BED = 993 NSF UNIT K2 THREE BED = 993 NSF

First Floor Plan

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1/8" = 1'-0"

1/8" = 1'-0"

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



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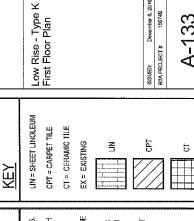
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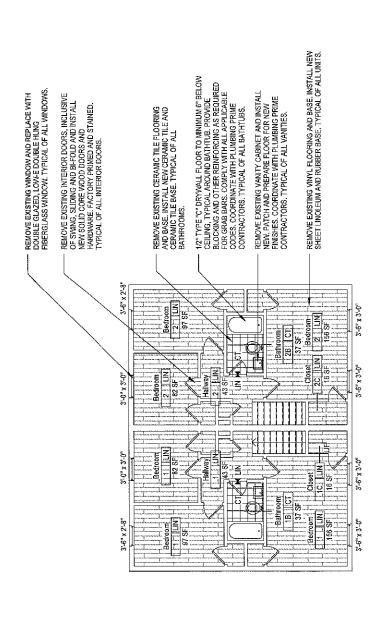
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Schematic Design

150746 R3A PROJECT #

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

1/8" = 1'-0"

Second Floor Plan

1/8'' = 1'-0"

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

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Schematic Design

LIN = SHEET LINOLEUM

Low Rise - Type K Second Floor Plan

CT = CERAMIC TILE CPT = CARPET TILE

EX = EXISTING

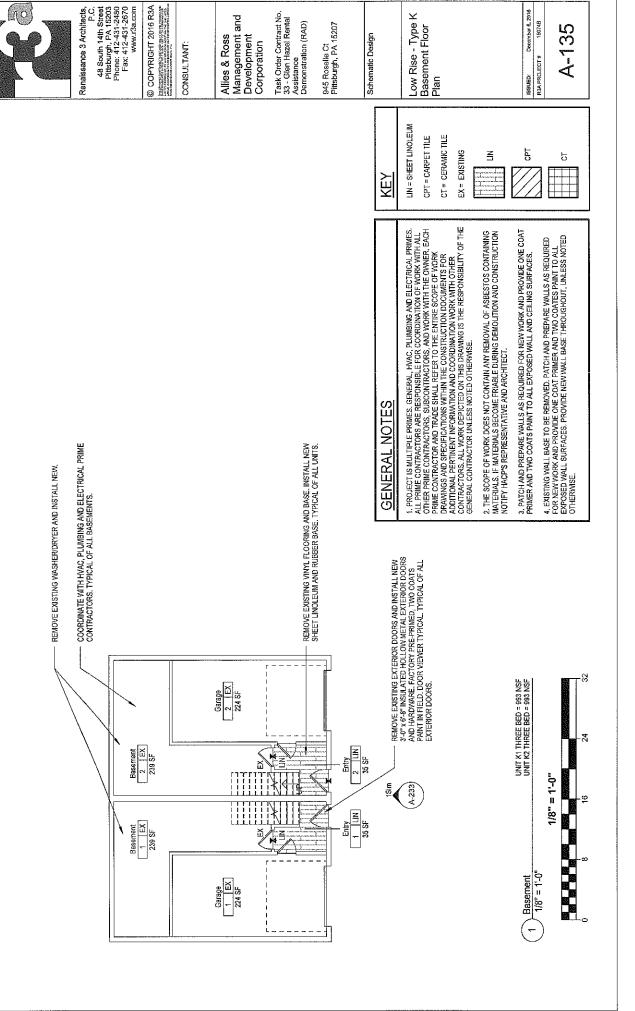
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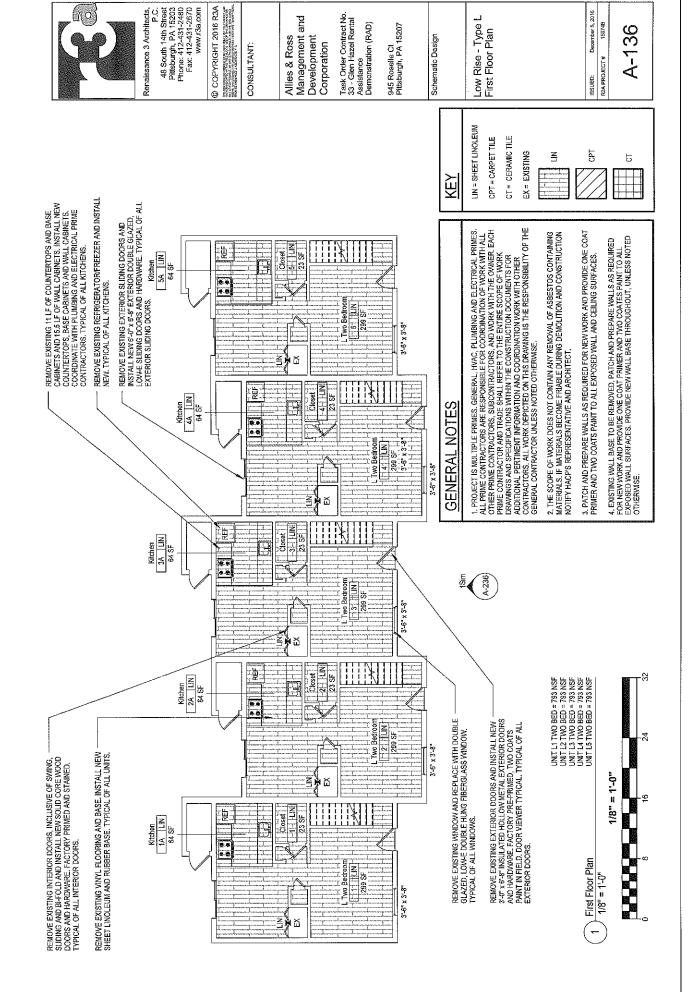
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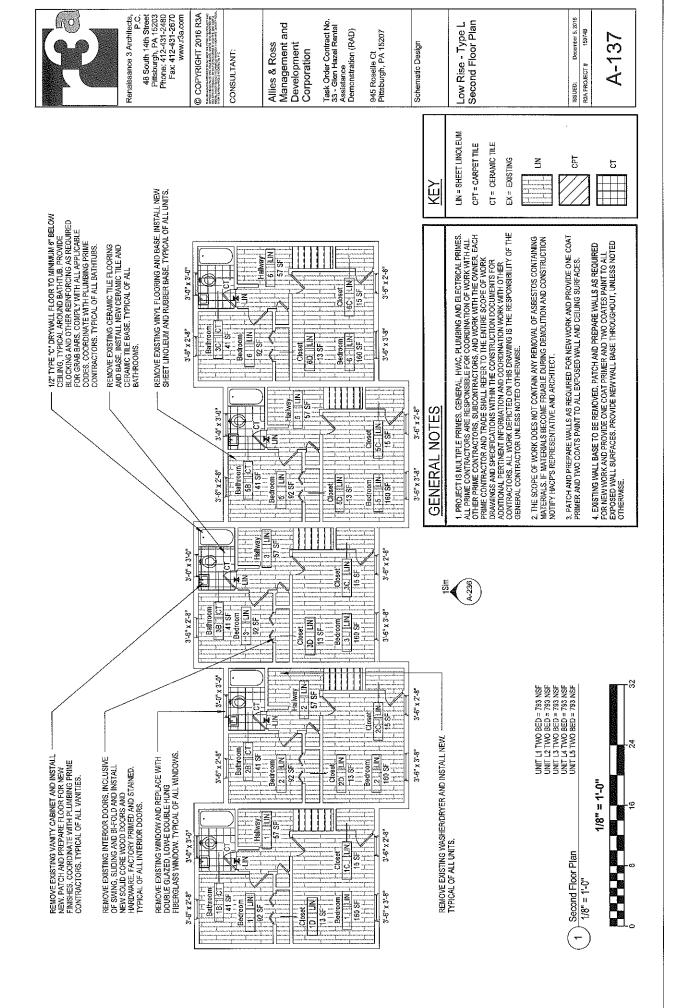
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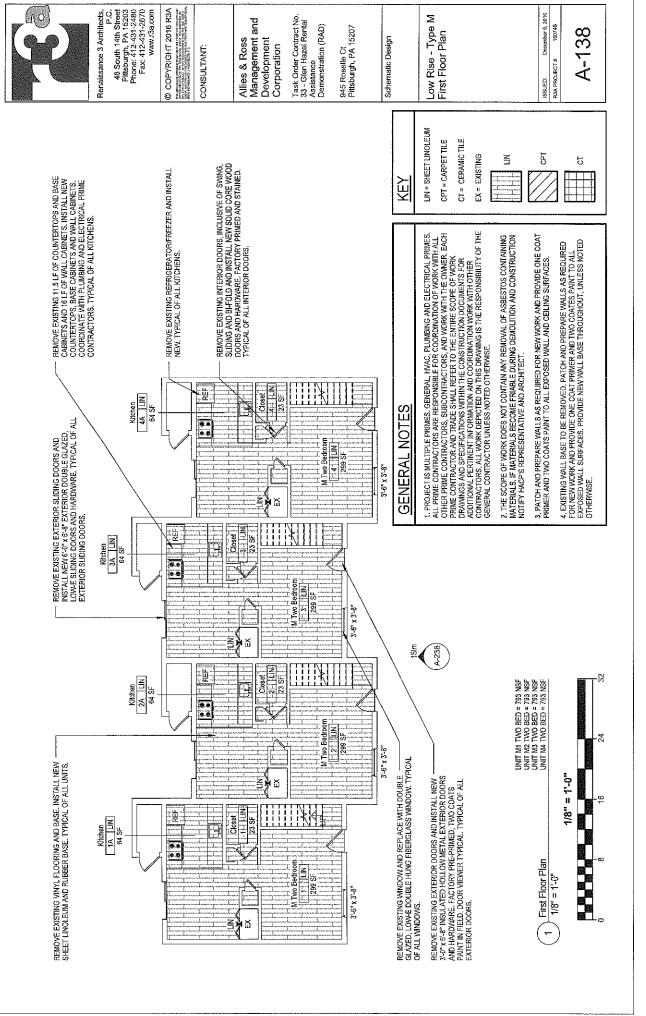
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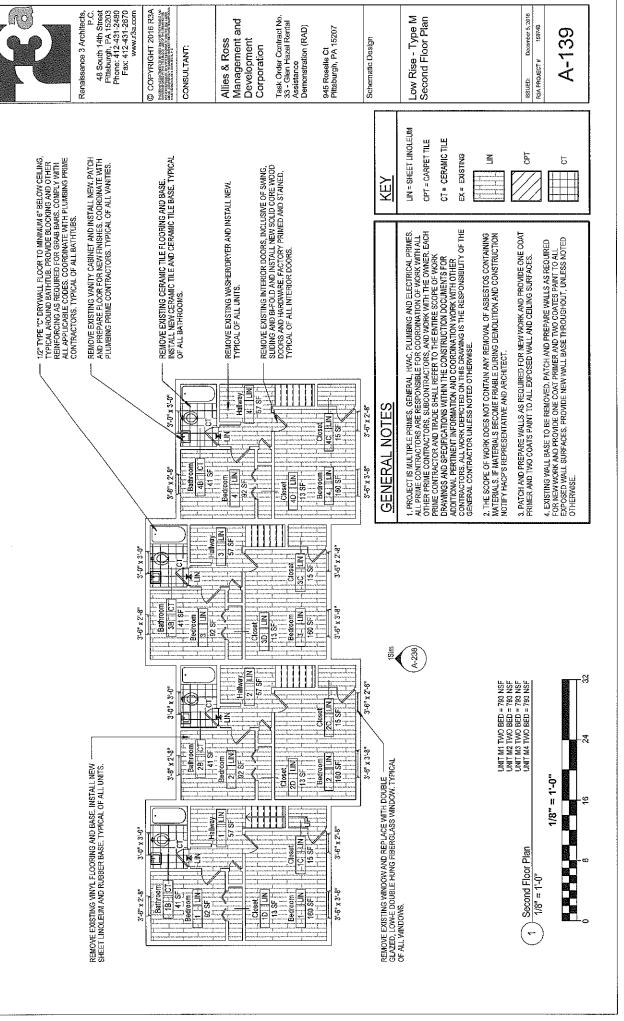
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Schematic Design

High Rise -Exterior Elevation

ISSUED: December 5, 2016
RSA PROJECT # 150748

A-201

1 Front Elevation 1" = 20'-0"

SCRAPE AND PAINT EXISTING BALCONY REPLACE WITH FIBERGLASS WINDOW, TYPICAL.								PATCH AND PAINT 1470SF OF EXISTING BUILDING. LOCATION TO BE VERIFIED IN FIELD.
201-18	Roof Plan	Skrh Flog Plan	Fifth Floor Plan	Se of the Floring Section of the Sec	or Plan	Second Flory Plan	Tight Floring	0.0.0

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

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Schematic Design

Low Rise - Type A Exterior Elevation

ISSUED: December 5, 2016

16074B A-211 R3A PROJECT #

4 REMOVE EXISTING SHINGLE ROGFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE WITH NEW SHINGLE ROPINGS STROUMED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.

REMOVE EXISTING EXTERIOR DOORS AND INSTAL L NEW 3-4" x 6-8" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FILD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation NOT TO SCALE

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

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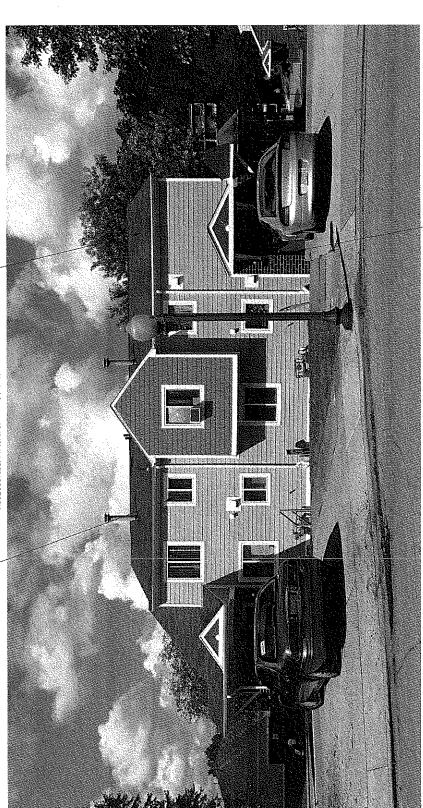
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Schematic Design



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

Front Elevation NOT TO SCALE

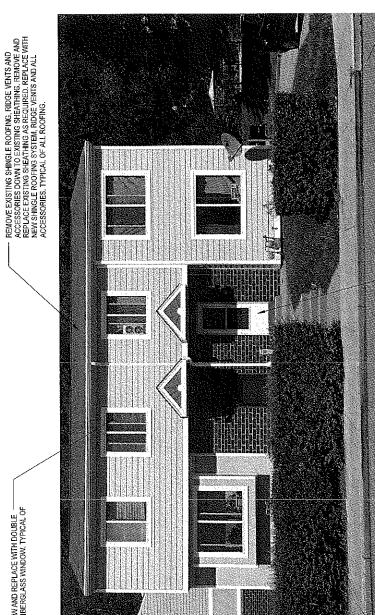
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Low Rise - Type B Exterior Elevation

A-214

REMOYE EXISTING WINDOWAND REPLACE WITH DOUBLE — GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3-9" x 6-5" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY PRE-PRINED, TWO COATS PAINT IN FIELD, DOOR VIEWER TYPICAL, TYPICAL, OF ALL EXTERIOR DOORS.

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Pittsburgh, PA 15203
Phone: 412-431-240
Fax:412-431-2670
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Schematic Design

Low Rise - Type C Exterior Elevation

December 5, 2016 † 15074B R3A PROJECT # IBBUED:

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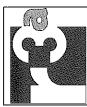
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REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING SHEATHING SHEATHING THE REPLACE WITH NEW SHANGLE ROOFING SYSTEM RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.

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

REMOVE EXISTING EXTERIOR DOORS AND INSTAL NEW 3-0"x 6"-9" insulated hollow metal exterior doors and hardware. Factory pre-primed, two coats apaint meteld, 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

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A-219

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

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Schematic Design

Low Rise - Type E Exterior Elevation

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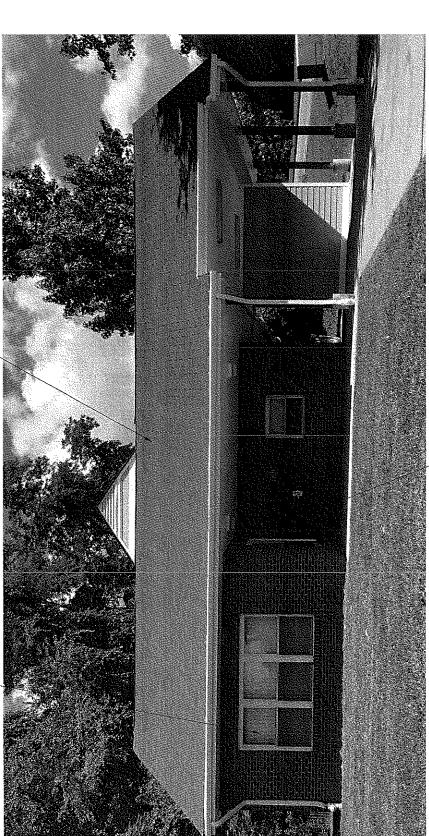
REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING AS REQUIRED. REPLACE WITH NEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.

REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3-17 x 6'-8' INSULATED HOLLOW METAL EXTERIOR DOORS AND NATIOWARE, FACTORY PRE-PRIMED, TWO COATS PAINT IN RELD, DOOR VIEWER TYPICAL, TYPICAL, OF ALL EXTERIOR DOORS.

Front Elevation NOT TO SCALE

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

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



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3-0° x 4°-8" INSTALLATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE, FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD, DOOR VIEWER TYPICAL, 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: C

A-225

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Low Rise - Type G Exterior Elevation

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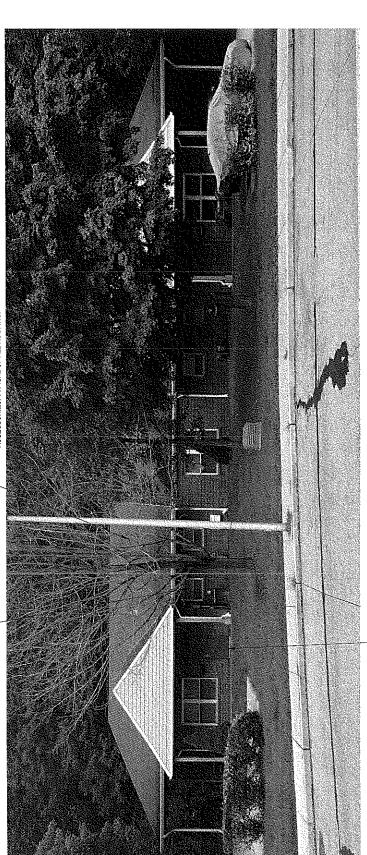
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REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3-0" x 6-5" INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE FACTORY PRE-PRIMED, TWO COATS PAIN IN FIELD, BOOR VIEWER TYPICAL, TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation NOT TO SCALE

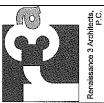
REMOVE EXISTING WANDOW AND REPLACE WITH DOUBLE.— GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE MITH MEW SHINGLE ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3-0° x 6-3° INSULATED HOLLOW METAL EXTERIOR DOORS AND HARDWARE. FACTORY RE-PRINED, TWO COATS PAINT IN FIELD, DOOR VIEWER TYPICAL, TYPICAL OF ALL EXTERIOR DOORS.

1 Front Elevation NOT TO SCALE



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Low Rise - Type H UFAS Exterior Elevation

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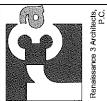
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REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE — GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.



REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3-4" x 6-4" 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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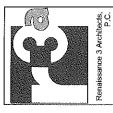
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Schematic Design

Low Rise - Type J Exterior Elevation

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Low Rise - Type K Exterior Elevation

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REMOVE EXISTING EXTERIOR DOORS AND INSTALL NEW 3-4" x 6-2" INSUATED HOLLOW METAL EXTERIOR DOORS AND HADDWARE. FACTORY PRE-PRIMED, TWO COATS PAINT IN FIELD. DOOR VIEWER TYPICAL. TYPICAL OF ALL EXTERIOR DOORS. REMOVE EXISTING SHINGLE ROOFING, RIDGE VENTS AND ACCESSORIES DOWN TO EXISTING SHEATHING. REMOVE AND REPLACE EXISTING SHEATHING. REPLACE WITH NEW SHINGLE, ROOFING SYSTEM, RIDGE VENTS AND ALL ACCESSORIES. TYPICAL OF ALL ROOFING. REMOVE EXISTING WINDOW AND REPLACE WITH DOUBLE — GLAZED, LOW-E SLIDING FIBERGLASS WINDOW. TYPICAL OF ALL WINDOWS.

1 Front Elevation NOT TO SCALE

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Low Rise - Type L Exterior Elevation

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TYPICAL OF ALL WINDOWS.

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Schematic Design

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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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Front Elevation NOT TO SCALE

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December 5, 2016 15074B

ISSUED: De

Low Rise - Type M Exterior Elevation

REMOVE EXISTING RANGE HOOD AND REPLACE WITH NEW, (DEENERGIZE CIRCUIT PRIOR TO DEMOLITION)

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REMOVE EXISTING THROUGH-WALL AIR CONDITIONER, THILL PARLE AND AC SUPPORT BRACKET AND REPLACE WITH NEW, (DEENERGIZE CIRCULT PRIOR TO DEMOLITION WORK.)

Schematic Design

High Rise - Small One Bedroom Enlarged HVAC Plan

12/05/2016

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



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Schematic Design

High Rise - Large One Bedroom Enlarged HVAC Plan

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376" = 1.6" 2.REMOVE EXISTING RANGE HOOD AND REPLACE WITH NEW.

1.REMOVE EXISTING THROUGH-WALL AIR CONDITIONER AND REPLACE WITH NEW. REMOVE EXISTING AG SUPPORT BRACKET AND REPLACE WITH NEW.

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

1.REMOVE EXISTING THROUGH-WALL AIR CONDITIONER AND REPLACE WITH NEW. REMOVE EXISTING A/C SUPPORT BRACKET AND REPLACE WITH NEW. M 260 T3 REF

2.REMOVE EXISTING RANGE HOOD AND REPLACE WITH NEW,

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

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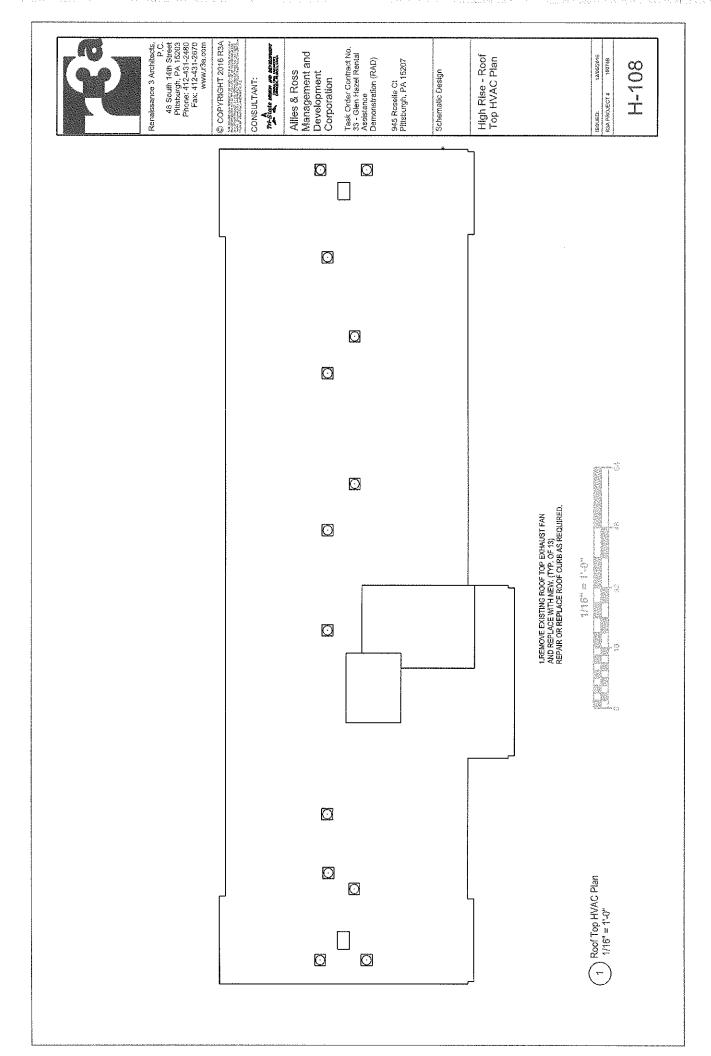
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High Rise - UFAS Two Bedroom Enlarged HVAC Plan

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Schematic Design

Low Rise - Type A First Floor HVAC Plan

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(1) First Floor HVAC Plan 1/8" = 1".0"



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Schematic Design

Low Rise - Type A Second Floor HVAC Plan

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

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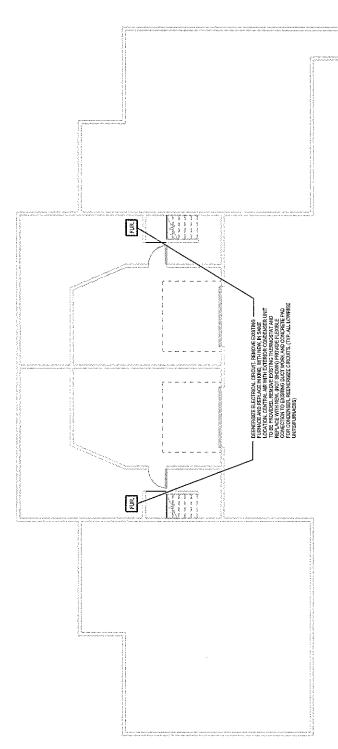
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Schematic Design

Low Rise - Type A Basement Floor HVAC Plan

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



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Schematic Design

Low Rise - Type B First Floor HVAC Plan

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

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Low Rise - Type B Second Floor HVAC Plan

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

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Schematic Design

Low Rise - Type C First Floor HVAC Plan

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First Floor HVAC Plan $1/8^{\circ} = 1^{\circ}$.

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Schematic Design

Basement HVAC Plan 1/8" = 1".0"

Low Rise - Type C Basement Floor HVAC Plan

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Schematic Design

Low Rise - Type D First Floor HVAC Pian

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First Floor HVAC Plan 1/8" = 1.0"

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Schematic Design

Low Rise - Type D Basement Floor HVAC Plan

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

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Low Rise - Type E First Floor HVAC Plan

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First Floor HVAC Plan $1/8^{\circ} = 1.4^{\circ}$



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Low Rise - Type E Basement Floor HVAC Pian

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

18" = 140"

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Schematic Design

Low Rise - Type F UFAS First Floor HVAC Plan

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First Floor HVAC Plan 1/8" = 1".0"

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Schematic Design

Low Rise - Type G First Floor HVAC Plan

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Low Rise - Type G Basement Floor HVAC Plan

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Schematic Design

Low Rise - Type H UFAS First Floor HVAC Plan

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Schematic Design

Low Rise - Type J First Floor HVAC Plan

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Schematic Design

Low Rise - Type K First Floor HVAC Plan

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Renaissance 3 Architects, P.C. 48 South 14th Street Pittsburgh, PA 15203 Phone: 412-431-280 Fax; 412-431-2870 www.l3a.com Low Rise - Type K Basement Floor HVAC Plan Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD) © COPYRIGHT 2016 R3A A SERVICE OF THE PROPERTY OF T Tri-State design and development Allies & Ross Management and Development Corporation 12/66/2016 1507/8 945 Raselle Ct Pittsburgh, PA 15207 Schematic Design ISSUED: R3A PROJECT #

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Schematic Design

Low Rise - Type L First Floor HVAC Plan

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

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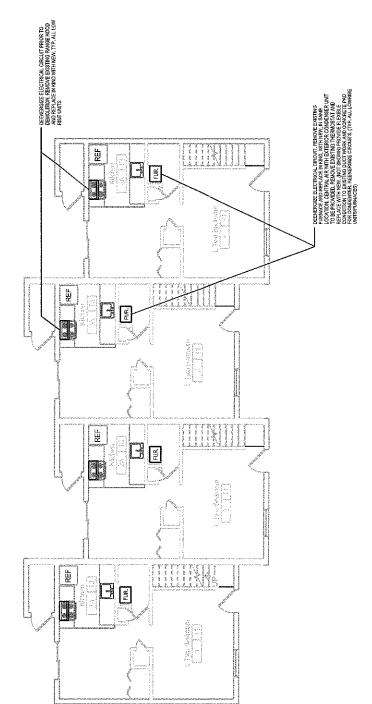
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Low Rise - Type M First Floor HVAC Plan

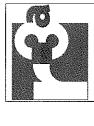
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First Floor HVAC



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REMOVE EXISTING VANITY SINK, FAUCET SET, P TRAP AND SUPPLY LINES. INSTALL NEW. RECONNECT PLUMBING LINES, (TPP. OF ALL LAVS)

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Schematic Design

High Rise - Small One Bedroom Enlarged Plumbing Plan

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

REMOVE EXISTING VANITY SINK, FAUCET SET, P TRAP AND SUPPLY LINES, INSTALL NEW, RECONNECT PLUMBING LINES, (TYP. OF ALL LAVS) P REMOVE EXISTING TUB SURROUND (IF PRESERT), SHOWER HEAD, FAUCET SET PARD CONTROLS. AND INSTALL NEW, ALONG WITH HEW TUB SURROUND AND REABLE CODES, (TYP. OF ALL BATHROUNS) 1 (8) (8) 2 2 2 3 3 4 - REMOVE EXISTING KITCHEN SINK, FAUCET BET, P TRAP AND SUPPLY LINES, INSTALL NEW, RECONNECT PLUMBING LINES, (TYP. OF ALL KITCHENS) Large Dec Bedeven 200 SAS 띪

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

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Schematic Design

High Rise - Large One Bedroom Enlarged Plumbing Plan

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PREMOVE EXISTING TUB SURROUND (IF PRESENT), SHOWER HEAD, FAUCET SET AND MASPFALL NEW, ALONG WITH NEW TUB SURROUND AND GRAB BARS. COMPLY WITH ALL APPLICABLE CODES, (TYP. OF ALL BATHROOMS) The state of the s 0 - REMOVE EXISTING KITCHEN SINK, FAUCET SET, P TRAP AND SUPPLY LINES, INSTALL NEW, RECONNECT PLUMBING LINES, (TYP. OF ALL KITCHENS) REMOVE EXISTING VANITY SINK, FAUCET SET, P TRAP AND SUPPLY LINES. INSTALL NEW. RECONNECT PLUMBING LINES. (TYP. OF ALL LAVS) 监

UFAS Two Bedroom Enlarged Plumbing Plan $3/16^{\circ} = 1-0^{\circ}$

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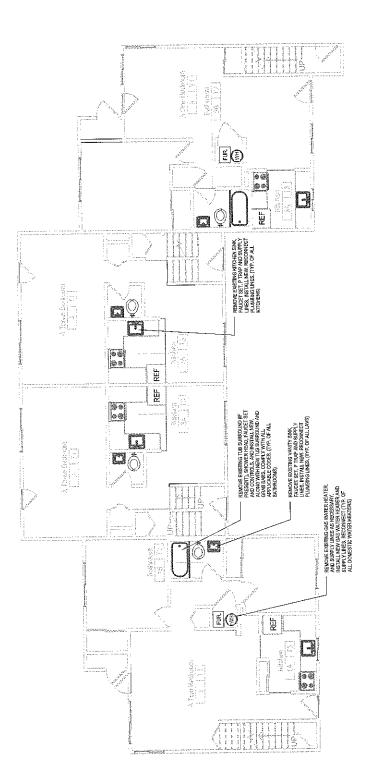
Schematic Design

High Rise - UFAS Two Bedroom

Enlarged Plumbing Plan

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

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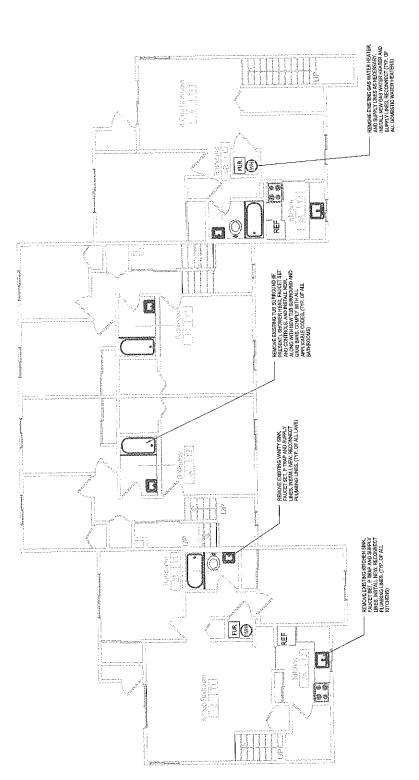
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Low Rise - Type A Second Floor Plumbing Plan

Low Rise - Type A Second Floor Plumbing Plan

Low Rise - Type A Second Floor Plumbing Plan

Pumbing Plan



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

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Schematic Design

Low Rise - Type A Basement Floor Plumbing Plan

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

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Schematic Design

Low Rise - Type B First Floor Plumbing Pian

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First Floor Plumbing Plan $1/8^{\circ} = 1^{\circ}0^{\circ}$

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Schematic Design

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Low Rise - Type B Second Floor Plumbing Plan

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

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Schematic Design

Low Rise - Type C First Floor Plumbing Plan

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

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Schematic Design

Low Rise - Type C Basement Floor Plumbing Plan

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Schematic Design

Low Rise - Type D First Floor Plumbing Pian

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

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Low Rise - Type D Second Floor Plumbing Plan

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

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Schematic Design

Low Rise - Type D Basement Floor Plumbing Plan

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

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Schematic Design

Low Rise - Type E First Floor Plumbing Plan

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First Floor Plumbing Plan $1/8^{\circ} = 1^{\circ}0^{\circ}$

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Schematic Design Low Rise - Type I Second Floor

Low Rise - Type E Second Floor Plumbing Plan

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

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Schematic Design

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Low Rise - Type E Basement Floor Plumbing Plan

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

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Schematic Design

Low Rise - Type F UFAS First Floor Plumbing Plan

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

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

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Schematic Design

Low Rise - Type G Second Floor Plumbing Plan

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

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Low Rise - Type G Basement Floor Plumbing Plan

ISSUED: 12/06/2018 R3A PROJECT # 15074E

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

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(SSUED: 12/05/2016) R3A PROJECT # 150748

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

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Schematic Design

Low Rise - Type J First Floor Plumbing Plan

12/05/2016 150748 ISSUED: R3A PROJECT #

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

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Low Rise - Type K Second Floor Plumbing Plan

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Low Rise - Type K Basement Floor Plumbing Plan

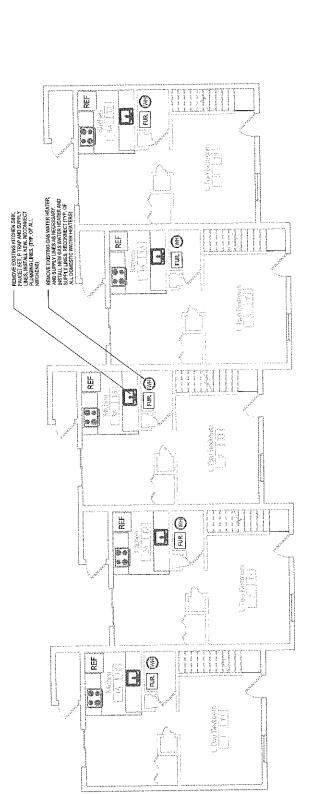
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First Floor Plumbing Plan 1/8" = 1'-0"

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Low Rise - Type L Second Floor Plumbing Plan

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Second Floor Plumbing Plan

Renaissance 3 Architects, P.C. 48 South 14th Proceed Pittsburgh, PA 15203 Phone: 412-431-2810 Fax; 412-431-2870 www.f3a.com Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD) © COPYRIGHT 2016 R3A Allies & Ross Management and Development Corporation Tri-State design and development 945 Roselle Ct Pittsburgh, PA 15207 Schematic Design CONSULTANT:

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Low Rise - Type M First Floor Plumbing Plan

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

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Low Rise - Type M Second Floor Plumbing Plan

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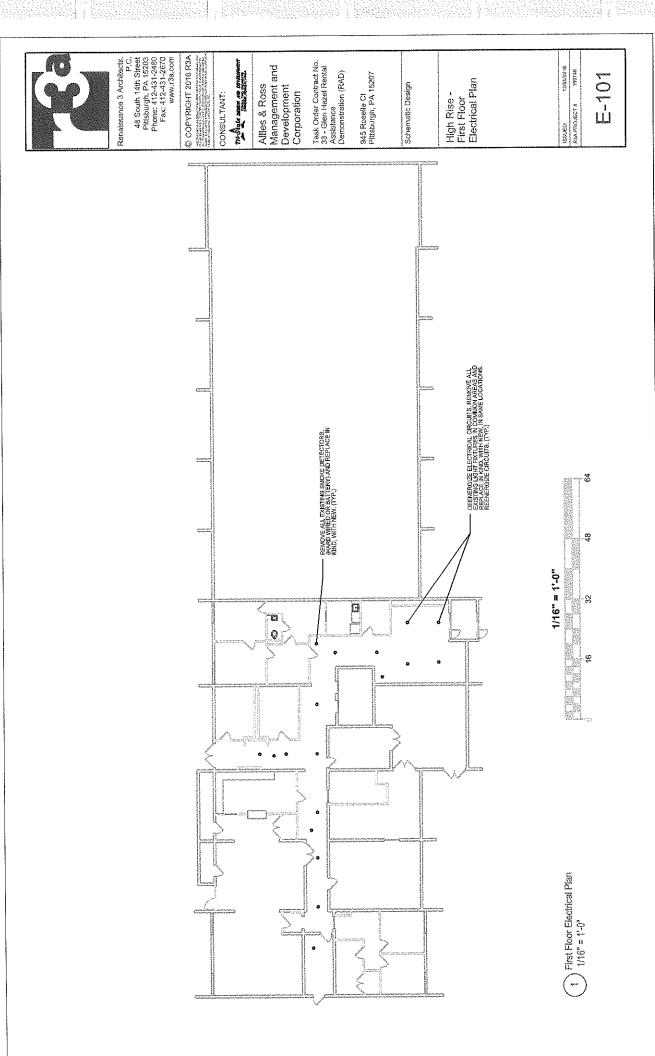
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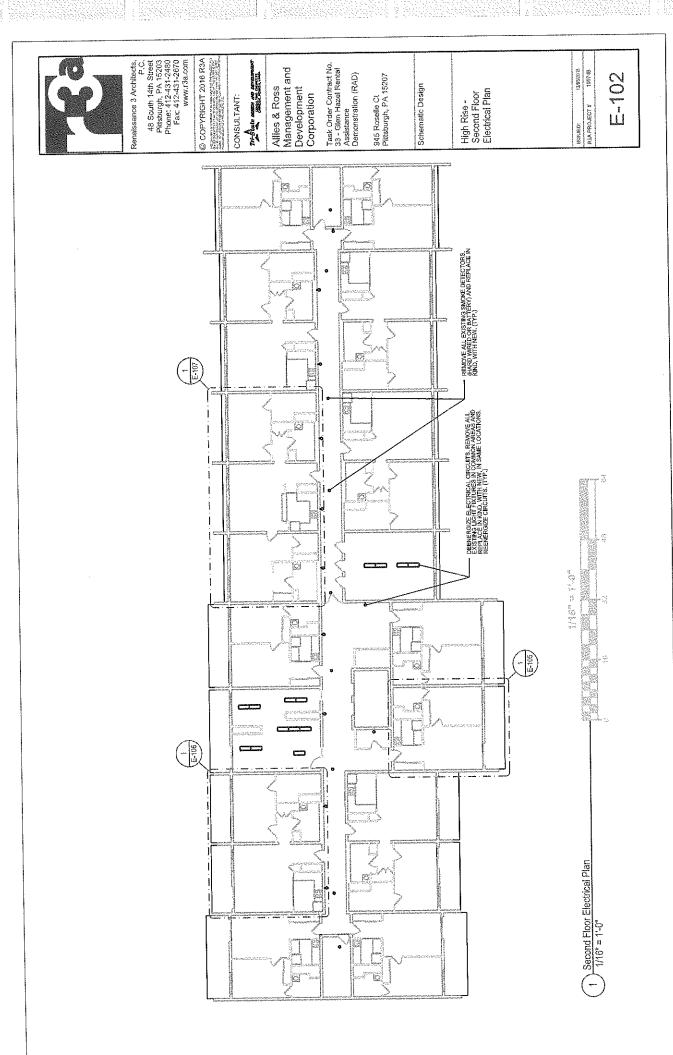
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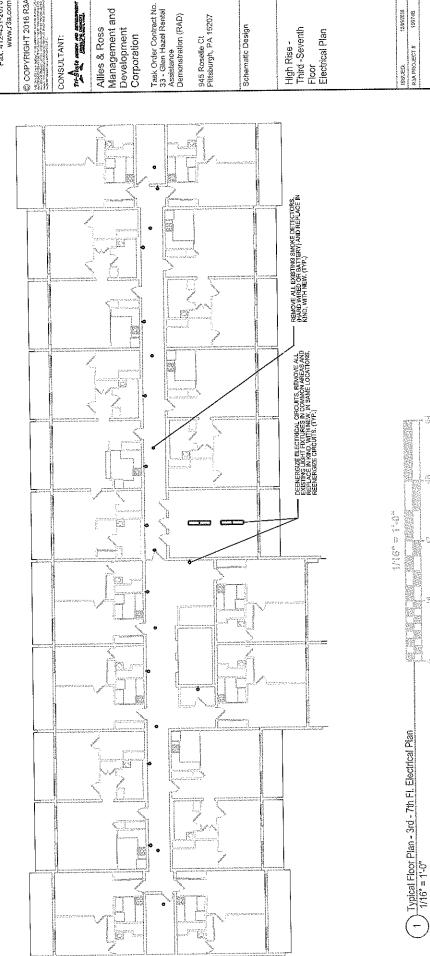
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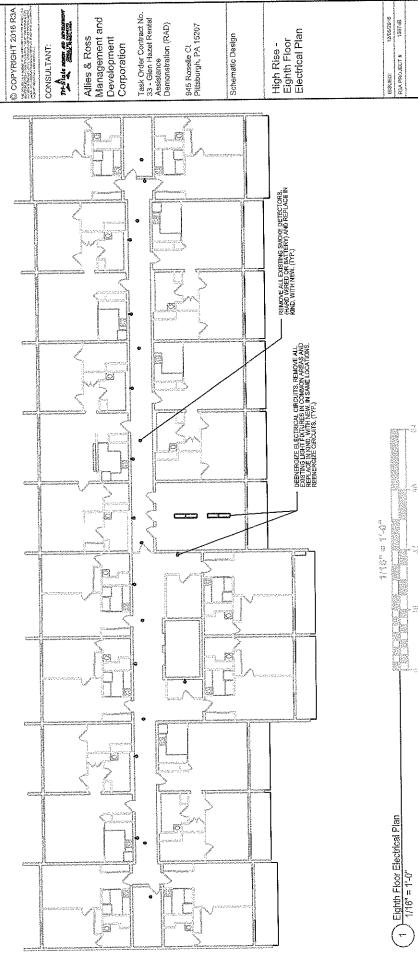
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Schematic Design

High Rise -Eighth Floor Electrical Plan

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

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Schematic Design

High Rise - Small One Bedroom Enlarged Electrical Plan

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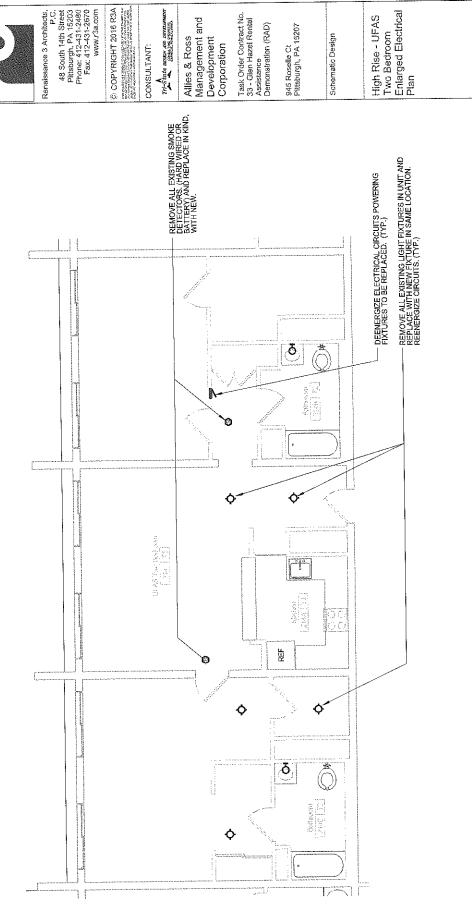
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High Rise - Large One Bedroom Enlarged Electrical Plan

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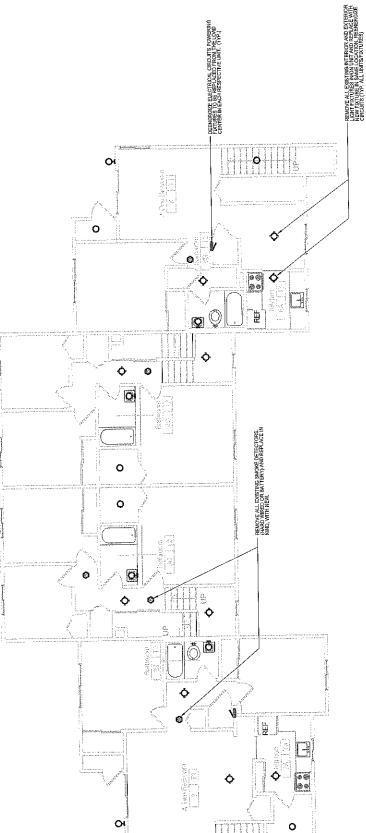
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Low Rise - Type A First Floor Electrical Plan Renaissance 3 Architects.

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Fax: 412-41-2670 Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD) © COPYRIGHT 2016 R3A Allies & Ross Management and Development Corporation Tri-State present AND personner ISSUED: 12/65/2015 R3A PROJECT # 15074B TTI Auron Auron Auron 945 Roselle Ct Pittsburgh, PA 15207 Schematic Design CONSULTANT:



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

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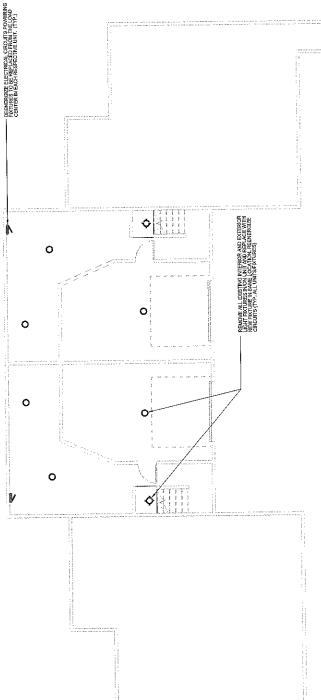
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Basement Electrical Plan

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Low Rise - Type B First Floor Electrical Plan

12/05/2016 R3A PROJECT # 15074B

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

Low Rise - Type B Second Floor Electrical Plan Renaissance 3 Architects, P.C. 48 South 14th Processing Phones 142-431-2820 Fax: 412-431-2870 Fax: 412-431-2870 www.r3a.com © COPYRIGHT 2016 R3A Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD) Management and Development Corporation Tri-State design and development 945 Roselle Ct Pittsburgh, PA 15207 Schematic Design Allies & Ross CONSULTANT:

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12/05/2016 R3A PROJECT # 15074B

Second Floor Electrical Plan 1/8" = 1'40"

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Schematic Design

Low Rise - Type C First Floor Electrical Plan

12/05/2018

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

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Low Rise - Type C Basement Floor Electrical Plan Renaissance 3 Architects, P.C. 48 South 14th Street Pittsburgh, PA 15203 Phoms 412-4840 Fax: 412-431-2670 www.r3a.com Task Order Contract No. 33 - Glen Hazel Rental Assistance Demonstration (RAD) © COPYRIGHT 2016 R3A Allies & Ross Management and Development Corporation TVI-State pessen and pensengers of concess con RSS/JED: 12/05/2016 R3A PROJECT # 1507/48 П 2 945 Roselle Ct Pittsburgh, PA 15207 Schematic Design CONSULTANT:

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Low Rise - Type D First Floor Electrical Plan Renaissance 3 Architects.

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Schematic Design

Low Rise - Type D Second Floor Electrical Plan

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Second Floor Electrical Plan 1/8" = 1.0"

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Low Rise - Type D Basement Floor Electrical Plan

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Low Rise - Type E First Floor Electrical Plan

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Low Rise - Type E Second Floor Electrical Plan

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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

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Low Rise - Type E Basement Floor Electrical Plan

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Low Rise - Type G First Floor Electrical Plan

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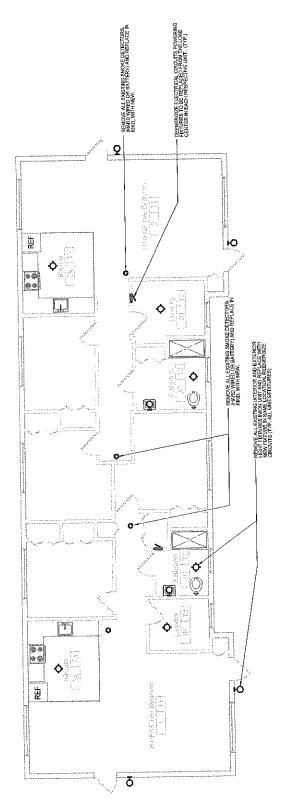
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Low Rise - Type J First Floor Electrical Plan

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Low Rise - Type K Second Floor Electrical Plan

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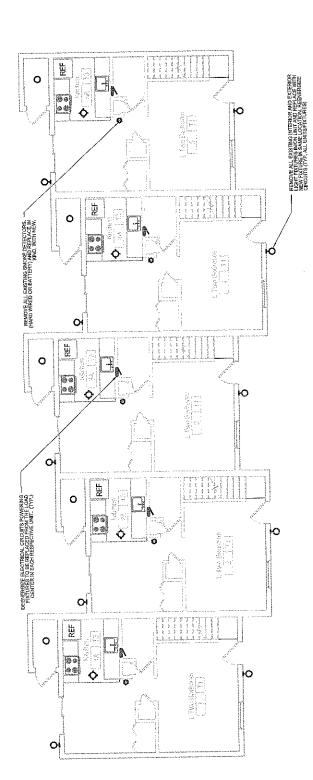
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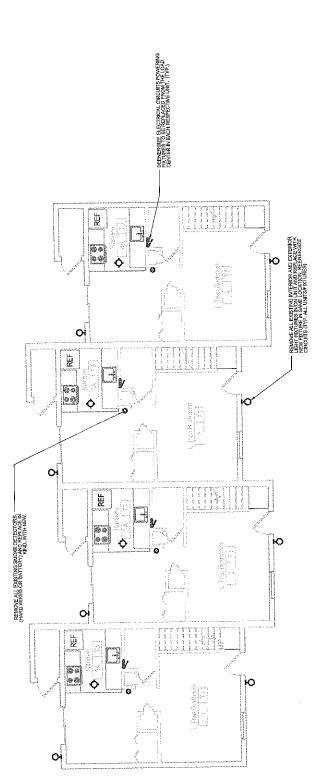
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Low Rise - Type M Second Floor Electrical Plan

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.
 - Access to site.
 - 5. Coordination with occupants.
 - 6. Work restrictions.
 - 7. Specification and drawing conventions.
- B. Related Requirements:
 - 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:
 - 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
 - Representative: Richard J. Stefanick
- F. Contractor: To be determined.
- G. Construction Manager/HACP's Representative: To be determined.
 - 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 consists of 128 Units, which vary from 1 to 2 story, with or without a basement.

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

 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; Family Community: 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. Complicat-

ing 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) Replace 13 rooftop exhaust fan units.
 - Replace all range hoods. (Combination light/fan unit, all non-vented filter type units.)
 - b. Family Community:
 - Replace all existing gas fired forced air furnaces with new gas fired forced air furnaces.
 - 2) Add central air conditioning to all residential units.
 - 3) Replace all gas fired domestic water heaters.
 - 4) Replace all range hoods. (Either non-vented filter type units or ducted outside units.)
- 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. Family 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.
- 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.
 - 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.
 - 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. Family Community:
 - The replacement of all lighting fixtures from current incandescent or CFL to LED fixtures:
 - Entry Lobby, Security Office, Vending Area, 1st fl Office Spaces and 1st fl Restrooms
 - 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
- 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.
- All associated fees for permits and inspections required to complete the scope of work described above.

C. Type of Contract:

 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.
 - 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.
 - 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.
 - 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.
 - 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.

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- 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited HACP occupancy.
- 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.
- 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
 - 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.

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- 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.
 - 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.

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SUMMARY 011000

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

ATTACHMENT C

Front End Bid Documents

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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. \$1/30/2003)

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) "Confracting 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.
- "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) afters 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 fite 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 pro-

- vided 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—
 - 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:
 - (I) Obtain all warranties that would be given in normal commercial practice;
 - 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:
 - 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

Name:					
Title:			***************************************	••••	
Date:					

amounts which the prime contractor intends to withhold or

- (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:
 - (i) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - 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 netchange 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—
 - 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:
 - 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:</p>

- (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 defivery 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 lowincome 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.
- (e) 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 eash 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 Ad-

- ministrator 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 (i)(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 De-

- partment 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.
 - 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 fiabilities 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 Prevalling 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(Inse	ert vendor company name above)	
Date:	Signature:	
	Tiffe:	

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



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 initiated 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 tack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

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

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.
- (b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
 - (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - (4) is the only offer received.
- (b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.
- (d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation buil'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)

ĺ	Black Americans	[] Asian Pacific Americans
ſ] Hispanic Americans	[] Asian Indian Americans
ſ] 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

L PARTICIPATION SUMMARY
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) \$ Value Contract % of Fee (WBE)

**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 apportunities for training and employment shall be given 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).



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 <u>must</u> 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
equirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her
ubcontractors. Contact the ARMDC c/o HACP Resident Employment Program for resident referrals at 412-
195_3050 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 Labor Utilization Assessment and Plan							
SPEC or RFP TIT	TLE:			SPEC	or RFP NUM	BER:	
JOB TITLE (1)	NUMBER	OF POSITI	ONS			HIRING REQUIR	
	# NEEDED	TOTAL	TLY FILLE LIPH	ARLIS	TO BE FILLED	LIPH (7)	ARLIS (8)
	(2)	(3)	(4)	(5)	(6)	1 5-7	(-)

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:

[| 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.

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:	The second and the second seco
Name:	
Title:	Resident and an extension of the second and a
Signature:	Date:
Witness Name:	
Witness Signature:	Date:

ATTACHMENT I

Sample MBE/WBE Letter of Intent

Attachment G Sample M/WBE Commitment Letter

<date></date>	
<name contact="" mbe="" of="" or="" person="" wbe=""> <name firm="" mbe="" of="" or="" wbe=""> <address></address></name></name>	
<city>, <state> <zip></zip></state></city>	
Allies & Ross Management and Developm	nitted a bid for the above referenced project to the nent Corporation (ARMDC). I awarded the contract, < Name of Prime Bidder>
Estimated Dollar Value:	
Please call should you have any interest.	y further questions. We thank you for your continuing
Sincerely,	
<contact bidder="" from="" person="" prime=""></contact>	<contact from="" mbe="" person="" wbe=""></contact>
(Signature)	(Signature)
(Name)	(Name)

Attachment J Firm Demographics Form

SƏļ	Total # of American Minorit										
	Foreign										
	Other American Minority										
male	nsoinəmA sizA										
Тe	nsɔinəmA ɔinsqziH					:					
	nsoiremA nsoiriA										
	nsoinemA etidW										
	səlsM IstoT										
			Male	Foreign							
				Other American Minority							
			nsoinemA wel oibissH						-		
Ma	nsoinemA sisA							*********			
	nsoinemA oinsqeiH										
	nsoiremA nsoiriA										
	nsoinemA etidW										
	səəyolqmə IIA										
				a.							
		e.	siate	ssion	tarial	ig g					
		Partn	Asso	Profe	Secre	Cleric	Other	Total			
	Female	Mhite American Asia American Asia American Asia American Asia American Atrican American Atrican American Atrican American Atrican American Asia Asia American Asia Asia American Asia Asia Asia Asia Asia Asia Asia Asia	Mhite American African American Hispanic American Hasidic Jew American Total Males White American Hispanic American African American Hispanic American African American African American African American Asia Asia American Asia Asia Asia Asia Asia Asia Asia Asia	Mhite American All employees African American Asia American Asia American Minority Total Males White American Minority African American African American African American African American African American Asia Asia Asia Asia Asia Asia Asia Asia	All employees White American African American Hispanic American Hasidic Jew American White American African American African American Hispanic American Hispanic American African American Hispanic American African American Hasidic Jew American Arican Ame	All employees Inspirate American Asia American A	All employees Abrican American Hispanic American Hasidic Jew American Minority The American White American White American Hasidic Jew American Hasidic Jew American Asia American Hasidic Jew American Asia American Hasidic Jew American Asia American Asia American Asia American Minority The American Asia Asia American Asia Asia Asia Asia Asia Asia Asia Asia	Mhite American All employees White American Asia American Masidic Jew American Asia Males Total Males White American White American White American African American African American Hasidic Jew American African American Hasidic Jew American Asia American			

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)

General Contractor

ATTACHMENT I

Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Interna	al Revenue Service	
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	De 1900 de 1909 de 1800 de 1900 de 190
page 2.	2 Business name/disregarded entity name, if different from above	
Print or type See Specific Instructions on pa	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC ☐ Limited fiability 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) ►	Exempt payee code (if any)
_ #		ie and address (optional)
ě.	[[^ 왕도 역약을 본었다고 [연호] 보면 한 발문 시간 하다면 한 반으로 보고 하는 하는 것 같아 하는 얼마 없는 말이다.	
SeeS	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Pa	Taxpayer Identification Number (TIN)	
back resid entiti	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other est, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> or	security number
	. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for lines on whose number to enter.	er identification number
Pa	t II Certification	
Unde	r penalties of periury. 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.

Here U.S. person >

Sign

General Instructions

Signature of

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 (TTN), 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), 1096-E (student loan interest), 1098-T
- 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:
- 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.

Form W-9 (Rev. 12-2014)

ATTACHMENT L

TAB 16, 'DEVELOPMENT TEAM EXPERIENCE', OF THE PENNSYLVNAIA HOUSING FIANCNE AGENCY

Tab 16 Development Team Experience

Applicants must certify the development team members identified in the Application intend to participate in the development and outline their experience. This information must be detailed on the Experience Certifications, which must be limited to one page. Do not submit additional information, including individual resumes, unless requested by Agency staff. Certifications may not be dated prior to 60 days before the Application submission deadline. If the applicant or management agent is requesting consideration for experience in states other than Pennsylvania, the applicable "Out of PA Experience" form must be completed and signed by the appropriate state housing agency and submitted as part of the requirements of this exhibit. The Agency will not recognize experience in other states unless these executed forms are signed and submitted with the Application. Out-of-state experience forms need only be submitted by applicants or management agents without the minimum level of required experience with developments within Pennsylvania.

For the applicant to be deemed to have sufficient experience, at least one development must be a Tax Credit development that has been issued an IRS Form 8609. All other developments listed for consideration of the Applicant experience must be both completed and occupied. In general, a development must have a minimum of ten units to qualify for experience. If a general partner has experience in developing three or more developments of under ten units, this may evidence sufficient experience. In order to determine the capacity of the General Partner, applicants are also required to complete the General Partner Capacity Form. The Agency will consider the total project cost and number of developments owned, managed and that are/will be under construction. Additionally, the Agency reserves the right to review the supporting documentation, including annual audited financial statements, to evaluate general partner's financial capacity.

An experienced housing consultant (consulted on three or more developments that received a reservation of Tax Credits) in lieu of an experienced general partner may meet the threshold requirement for experience. The housing consultant must complete and submit the same documentation required for the general partner.

For management agents to be deemed to have sufficient experience, they must have directly and successfully managed at least two (2) Tax Credit properties for two (2) full years. This experience includes administering all management agent functions for the properties.

Agents without this experience must contract with a mentor / partner to oversee and train staff on program compliance and property management functions until two (2) full years of experience is achieved. The mentor must be a PHFA-approved agent and meet all experience requirements described in the preceding paragraph.

**Please note that the Agent's actual on-site management staff is required to have this experience or the Agency will require the Agent to contract with a mentor (partner).

The mentor will be the Agent of Record both in practice and on Management Agreements. If a mentoring arrangement is required, a Memorandum of Understanding or a signed contract between the two parties must be submitted with this application. Consultants may be used ONLY for program compliance oversight functions. Consultants are not considered to be an approved management agent.

All agents, mentors, and consultants must have applicable program-specific certifications including Tax Credit and Fair Housing certifications. No mentor (agent of record) or consultant payments may be made from project operations other than from the Agency-approved management fee.

PENNSYLVANIA HOUSING FINANCE AGENCY (2016 UNDERWRITING APPLICATION)

Both Agent and Mentor are required to complete the Certification of Management Agent Experience (in Pennsylvania or Outside of Pennsylvania, as applicable). The entity to be the agent of record must also complete all portions of the Management Agent Evaluation. This must be completed for agents/mentors for each application submitted, regardless of previous PHFA approval.

Additionally, all management companies that manage and lease real estate in Pennsylvania are required to have a Pennsylvania Real Estate Broker's License pursuant to the Real Estate Licensing and Registration Act (RELRA). If the management agent does not have a real estate broker's license, an attorney's opinion letter must be provided detailing how the agent qualifies to manage the property absent a broker's license (in compliance with RELRA). Proof of realtor's license or the opinion letter must be received prior to Agency loan commitment or Tax Credit commitment.

The lack of a broker license at the time of application will not impact the ranking or consideration of the allocation of Tax Credits for any applications submitted. However, if Tax Credits are awarded, the management agent MUST have a broker's license or qualify for an exclusion under RELRA in order to manage the property.

The general contractor, design architect and contract administration architect will be evaluated based upon their experience in the type and size of the proposed development. Previous experience must include the name and location of the developments, the number of units and the date completed. A General Contractor Experience Certification and an Architect Experience Certification must be completed. If experience is not with the Agency, provide the name(s) and telephone number(s) of person(s) to contact to confirm the information provided in these forms. If the general contractor is not determined at the time of Application, selection must be made and the qualifications submitted and approved by the Agency with the carryover allocation documents, but no later than the review of the 10% reasonable basis test.

Agency Loan Applicants must also include a completed "Contractor's Qualification Statement" (A1A Document A305) and/or "Architect's Qualification Statement" (A1A Document B305).

For the attorney to be deemed to have sufficient experience, it must have had provided counsel on at least three (3) Tax Credit developments.

If requesting points in ranking for material participation of minority-owned business, woman-owned business, veteran-owned business or service-disabled veteran-owned business which meets eligibility criteria of the Small Diverse Business Program (SDB) operated by the Department of General Services, provide information on the anticipated participation in the table provided under this Tab. In addition to the SDB, a non-profit entity is eligible to receive points as an Owner/Developer or Management Agent if a minimum of 51% of the members of their board are minorities, women, or veterans as evidenced by the non-profit's organizational documents. To qualify, the SDB/non-profit entity must materially participate in the development process. Each professional services provider will be evaluated separately for points. No points will be awarded for the general contractor if a bid process will be required.

ATTACHMENT M

PREVAILING WAGE RATE SCHEDULE

General Contractor

ATTACHMENT N

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 Te	elephone Number:		
Contract A	mount:		
	Change Order	s/Addenda or Amendments to C	Contract
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			

<i>Reference 2</i>			
Project:			
Contact:			
Contact Te	lephone Number:		
Contract A	mount:		
	1	s/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 Te	elephone Number:		
Contract A			
		s/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:	10 - 20 - 20 - 20 - 20 - 20 - 20 - 20 -		
Contact Te	lephone Number:		
Contract A	mount:		
	Change Order	s/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	5		
Project:			
Contact:			
Contact Te	elephone Number:		
Contract A	lmount:		
		ers/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 Te	elephone Number:		
Contract A	mount:		
		ers/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 Te	elephone Number:		
Contract A	lmount:		
	Change Or	ders/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			