

Allies & Ross Management and Development Corporation (as Developer), LLC  
On Behalf of: Northview Midrise, LLC, The Project Owner

# **BID**

## **For**

**New Construction of Northview Midrise (PA-09)**

**ARMDC IFB No. 2017-23-E-P-M**

**BIDS DUE**  
**January 4, 2017**  
**11:00 a.m.**

A complete Bid consists of **ONE ORIGINAL SET** (with original signatures in blue or blue-black ink only) and **ONE XEROGRAPHIC COPY SET** of the following set of Bid Documents:

- Form of Bid (Series 00300 Document)
- Bid Security (Doc. 00410 or other as per HUD 5369)
- Special Provisions -- Notice to All Prospective Bidders Form (00021)
- Statement of Bidder's Qualifications (Doc. 00420)
- Section 3 Participation Form (Doc. 00433)
- MBE/WBE Solicitation & Commitment Record (Doc. 00434)
- Bidder's Manpower Form (Doc. 00435)
- Previous Related Experience Form (00436)
- Special Provisions -- Payment Processing Requirements Form (00437)
- Representations, Certifications and Other Statements of Bidders (HUD 5369-A)
- Previous participation certificate (HUD form 2530)
- Non-Collusion Affidavit (Doc. 00485)
- Form of Agreement (AIA A 101)
- Supplemental General Conditions
- Wage Determination (Doc. 000830)

Submit Bid Documents as provided by ARMDC on behalf of Owner;  
It is recommended that bids be submitted in a envelope on behalf of Owner for that purpose; failure to do so will not be cause to reject a bid; however, ARMDC on behalf of Owner c/o HACP will accept no responsibility for the premature opening of a bid not properly labeled and identified.

**ALLIES & ROSS MANAGEMENT AND DEVELOPMENT CORPORATION (as Developer)**  
On Behalf of:  
**NORTHVIEW MIDRISE, LLC, THE PROJECT OWNER**

c/o HOUSING AUTHORITY OF THE CITY OF PITTSBURGH  
PROCUREMENT DEPARTMENT  
100 Ross Street, 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219  
Phone: (412) 456-5116  
Fax: (412) 456-5007

Issued: December 4, 2017

00001

**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: NORTHVIEW MIDRISE, LLC, The Project Owner**

NEW CONSTRUCTION OF  
NORTHVIEW MIDRISE (PA-09)

ARMDC IFB No. 2017-23-M

**FORM OF BID**  
**HVAC CONSTRUCTION**

ARMDC IFB No. 2017-23-M

TO: NORTHVIEW MIDRISE, LLC    BIDDER:  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219

\_\_\_\_\_  
(Bidder Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone)

1. The undersigned Bidder, having visited the site, having become familiar with local conditions affecting the cost of the work, **including all City of Pittsburgh current code requirements**, and having become familiar with the Invitation for Bids (the IFB) issued by ARMDC - Development, LLC on behalf of Owner, which consists of the following:

- Project Manual, dated **December 4, 2017**, containing Bidding Requirements, Contract Forms, Conditions of the Contract,
- Project Drawings, and Specifications dated **November 29, 2017**.
- Addenda (if any) as enumerated in this Form of Bid

hereby proposes to provide all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services required to construct and complete the HVAC Construction Work as described in Document 00340 "Scope of Work for HVAC Construction" and as indicated in the Drawings and Specifications, for the following Firm Fixed Price:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Insert Bid Price in words) (Insert Bid Price in Figures)

2. Bid security ☐ is ☐ is not submitted with this bid.  
(Check one)

Bid Security is in amount of:

\_\_\_\_\_ % of the bid    OR    \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Bid Security is in the form of:

<input type="checkbox"/> [ ]	Certified Check	<input type="checkbox"/> [ ]	Bank Draft
<input type="checkbox"/> [ ]	U.S. Govt. Bond	<input type="checkbox"/> [ ]	Bid Bond (Document 00410)

3. The Bidder hereby acknowledges receipt of the following Addenda, if any, as issued by ARMDC - Development, LLC on behalf of Owner:

Total number of Addenda \_\_\_\_\_ (if none, so state)

Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____
Addendum No. _____ dated _____	Addendum No. _____ dated _____

4. The Bidder attaches hereto the Special Provisions (Document 00021);
5. The Bidder attaches hereto the Statement of Bidder's Qualifications (Document 00420);
6. The Bidder attaches hereto the Section 3 Opportunities Plan (Document 00433), MBE/WBE Solicitation and Commitment Record (Document 00434), Bidder Manpower Plan (Document 00435), and Previous Related Experience (Document 00436);
7. The Bidder attaches hereto the Bidder's Representations, Certifications and Other Statements of Bidders (Document HUD 5369-A), Previous Participation Certificate (Document HUD-2530);
8. The Bidder attaches hereto the Bidder's Special Provisions – Notice to All Prospective Bidders (Document 00437), Non-Collusion Affidavit (Document 00485);
9. The Bidder attaches hereto the Supplemental General Conditions (ARMDC Document).

**PROPRIETORSHIP SIGNATURE PAGE**

SHEET - FB-I

(To be used when the Bidder is an individual doing business as a Sole Proprietorship.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

- ☐ An individual doing business in his/her own name  
☐ An individual doing business under a fictitious or assumed name  
(Complete Proprietorship Fictitious Name Disclosure below)

SIGNED, SEALED AND DELIVERED

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

<p>_____ (Printed or Typed Name)</p> <p><i>Witness</i></p> <p>{</p> <p>_____ (Signature and Date)</p>	<p><i>Principal</i></p>	<p>_____ (Printed or Typed Name)</p> <p>{</p> <p>_____ (Signature and Date)</p>
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**PROPRIETORSHIP FICTITIOUS NAME DISCLOSURE**

(To be used when the Bidder is an individual doing business under a fictitious or assumed name.)

\_\_\_\_\_ is an individual trading under a fictitious or  
(Proprietor's Name)

assumed name of \_\_\_\_\_ and ☐ has ☐ has not registered under  
(Fictitious or Assumed Name Used as Bidder's Name) (Check one)

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945, P.L.967, as amended, 54 P.S. sec. 281.1 et seq.

<p>_____ (Printed or Typed Name)</p> <p><i>Witness</i></p> <p>{</p> <p>_____ (Signature and Date)</p>	<p><i>Principal</i></p>	<p>_____ (Printed or Typed Name)</p> <p>{</p> <p>_____ (Signature and Date)</p>
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**PARTNERSHIP SIGNATURE PAGE**

SHEET - FB-P-1

(To be used when the Bidder is an individual doing business as a Partnership.)

THE BIDDER CERTIFIES THAT THE BIDDER IS:

- ☐ A General Partnership (Attach completed Sheet FB-P-3)
  - ☐ Doing business under Partnership Name
  - ☐ Doing business under a fictitious or assumed name  
(Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)
- ☐ A Limited Partnership (Attach completed Sheet FB-P-3)
  - ☐ Doing business under Partnership Name
  - ☐ Doing business under a fictitious or assumed name  
(Complete Partnership Fictitious Name Disclosure Sheet FB-P-2)

SIGNED, SEALED AND DELIVERED

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

<i>Witness</i>	_____ (Printed or Typed Name)	<i>Partner *</i>	_____ (Printed or Typed Name)
{		{	
	_____ (Signature and Date)		_____ (Signature and Date)
<i>Witness</i>	_____ (Printed or Typed Name)	<i>Partner *</i>	_____ (Printed or Typed Name)
{		{	
	_____ (Signature and Date)		_____ (Signature and Date)

- \* If the Bidder is a partnership, the Bid and Contract must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the certificate on Sheet FB-P-3.

**PARTNERSHIP FICTITIOUS NAME DISCLOSURE**

SHEET FB-P-2

*(To be used when the Bidder is a partnership doing business under a fictitious or assumed name.)*

\_\_\_\_\_ is a partnership trading under a fictitious or  
*(Partnership's Name)*

assumed name of \_\_\_\_\_ and ☐ **has** ☐ **has not** registered under  
*(Fictitious or Assumed Name Used as Bidder's Name) (Check one)*

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945, P.L. 967, as amended, 54 P.S. sec. 281.1 et seq.

<i>Witness</i>	_____	<i>Partner*</i>	_____
	<i>(Printed or Typed Name)</i>		<i>(Printed or Typed Name)</i>
{		{	
	_____		_____
	<i>(Signature and Date)</i>		<i>(Signature and Date)</i>

## SHEET FB-P-3

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

<div style="border-top: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: 0.8em; margin-bottom: 5px;">(Printed or Typed Name)</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <i>Witness</i>  { </div> <div style="width: 45%;"> <i>Partner*</i>  { </div> </div>	<div style="border-top: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: 0.8em; margin-bottom: 5px;">(Printed or Typed Name)</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <i>Witness</i>  { </div> <div style="width: 45%;"> <i>Partner*</i>  { </div> </div>
<div style="border-top: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: 0.8em; margin-bottom: 5px;">(Signature and Date)</div>	<div style="border-top: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="text-align: center; font-size: 0.8em; margin-bottom: 5px;">(Signature and Date)</div>





**CORPORATION SIGNATURE PAGE**  
(To be used when the bidder is a corporation.)

SHEET FB-C-1

THE BIDDER CERTIFIES THAT THE BIDDER IS:

- ☐ A corporation doing business in its own name  
☐ A corporation doing business under a fictitious or assumed name  
(Complete Corporation Fictitious Name Disclosure FB-C-2)

SIGNED, SEALED AND DELIVERED

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_

(Corporate Name)

\_\_\_\_\_

(Printed or Typed Name)

\_\_\_\_\_

(Printed or Typed Name)

Witness

{

President

V.P. \*\*

{

\_\_\_\_\_

(Signature and Date)

\_\_\_\_\_

(Signature and Date)

\_\_\_\_\_

(Corporate Title)

\_\_\_\_\_

(Corporate Title)

\*\* If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

**CORPORATION FICTITIOUS NAME DISCLOSURE**  
(To be used when the Bidder is a corporation doing business under a fictitious or assumed name.)

SHEET FB-C-2

\_\_\_\_\_ is a corporation trading under a fictitious or  
(Corporation's Name)

assumed name of \_\_\_\_\_ and ☐ has ☐ has not registered under  
(Fictitious or Assumed Name Used as Bidder's Name) (Check one)

the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945, P.L. 967, as amended, 54 P.S. sec. 281.1 et seq.

<i>Witness</i>	_____ (Printed or Typed Name)	<i>President</i>	_____ (Printed or Typed Name)
	{	<i>V.P. **</i>	{
	_____ (Signature and Date)		_____ (Signature and Date)

\*\* If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal (Doc. 00625) must be executed by the Secretary or Assistant Secretary.

CORPORATION CERTIFICATE

SHEET FB-C-3

(To be used when the bidder is a corporation)

\_\_\_\_\_ is a corporation organized and existing  
(Corporate name used as Bidder name)  
under the laws of the state of \_\_\_\_\_ with its principal place of business at:

\_\_\_\_\_, \_\_\_\_\_,  
(Street Address) (City) (State)

and, if a non-Pennsylvania corporation ☐ has ☐ has not (check one) been granted a certificate of authority to do business in Pennsylvania as required by the Pennsylvania Business Corporation Law, approved May 5, 1933, P.L. 364, as amended, 15 P.S. sec.2005 et seq.

I, \_\_\_\_\_, certify that I am the ☐ Secretary ☐ Assistant Secretary of the  
(check one)

Corporation named a Bidder herein; that \_\_\_\_\_ who signed

this Bid on behalf of the Corporation was then \_\_\_\_\_ of said Corporation that  
(President/V.P.) \*\*

I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said Corporation by authority of its governing body.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Signature and Date)

\*\* If the bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the above Certificate must be executed by the Secretary or Assistant Secretary

NORTHVIEW MIDRISE, LLC  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_, as Principal,  
and *(Insert name and address of Bidder exactly as it appears on Form of Bid)*

\_\_\_\_\_, as Sureties, are  
held and firmly bound unto Northview Midrise, LLC, its certain attorney, successors, or assigns (the Obligee,  
hereinafter called the "Owner") in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,  
our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal simultaneously  
submits to the Owner the accompanying bid, dated

\_\_\_\_\_, 20\_\_\_\_\_ (the "Bid"), for construction of  
*(Insert date of bid)*

**NEW CONSTRUCTION OF NORTHVIEW MIDRISE (PA-09)**

\_\_\_\_\_  
*(Insert name of project exactly as it appears on Form of Bid)*  
pursuant to specifications, drawings and other related documents constituting the Invitation for Bids (the  
"IFB").

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein  
after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and  
shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed  
forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid  
as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful  
performance and proper fulfillment of such contract and for the payment of labor and materialmen or in the  
event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give  
such bonds within the time specified, if the Principal shall pay Owner the difference between the amount  
specified in said bid and the amount for which Owner may procure the required work or supplies or both, if the  
latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to  
remain in full force and virtue.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

---

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

_____ (Printed or Typed Name)	_____ (Printed or Typed Name)
<i>Witness</i>	<i>Principal</i>
{	{
_____ (Signature and Date)	_____ (Signature and Date)

---

SURETY SIGN HERE

(SURETY SEAL)	
_____ (Printed or Typed Name)	_____ (Printed or Typed Name)
<i>Attest</i>	<i>Surety***</i>
{	{
_____ (Signature and Date)	_____ (Signature and Date)

\*\*\* Power of attorney must be attached to this Bid Bond.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

_____ (Printed or Typed Name)	_____ (Printed or Typed Name)
<i>Witness</i> {	<i>Partner*</i> {
_____ (Signature and Date)	_____ (Signature and Date)
_____ (Printed or Typed Name)	_____ (Printed or Typed Name)
<i>Witness</i> {	<i>Partner*</i> {
_____ (Signature and Date)	_____ (Signature and Date)

\* If the Bidder is a partnership, the Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

SURETY SIGN HERE

(SURETY  
SEAL)

_____ (Printed or Typed Name)	_____ (Printed or Typed Name)
<i>Attest</i> {	<i>Surety***</i> {
_____ (Signature and Date)	_____ (Signature and Date)

\*\*\* Power of attorney must be attached to this Bid Bond.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

*(CORPORATE  
SEAL)*\_\_\_\_\_  
*(Corporate Name)*\_\_\_\_\_  
*(Printed or Typed Name)*\_\_\_\_\_  
*(Printed or Typed Name)**Attest*

{

*President**V.P. \*\**

{

\_\_\_\_\_  
*(Signature and Date)*\_\_\_\_\_  
*(Signature and Date)*\_\_\_\_\_  
*(Corporate Title)*\_\_\_\_\_  
*(Corporate Title)*

\*\* If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal below must be executed by the Secretary or Assistant Secretary.

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the  
☐ **Secretary** ☐ **Assistant Secretary** of the Corporation named a Bidder herein; that  
*(check one)*

\_\_\_\_\_ who signed this Bid on behalf of  
the

Corporation was then \_\_\_\_\_ of said Corporation that I know  
his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed  
and attested in behalf of said Corporation by authority of its governing body.

*(CORPORATE  
SEAL)*\_\_\_\_\_  
*(Signature and Date)*

SURETY SIGN HERE

(SURETY  
SEAL)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Printed or Typed Name)

Attest

Surety\*\*\*

{

{

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Signature and Date)

\*\*\* Power of attorney must be attached to this Bid Bond.



**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**

**NOTICE TO PROSPECTIVE BIDDERS**

December 4, 2017

**INVITATION FOR BIDS (IFB)**

**NEW CONSTRUCTION OF NORTHVIEW MIDRISE (PA-09)**

ARMDC - Development, LLC as Developer acting on behalf of HACP, the Project Owner ("Owner") will receive separate sealed bids for the New Construction of Northview Midrise (AMP-09); for the following contracts:

Electrical Construction	ARMDC IFB No. 2017-23-E
Plumbing Construction	ARMDC IFB No. 2017-23-P
HVAC Construction	ARMDC IFB No. 2017-23-M

The contract for General Construction is already in place.

The estimated values of the project per contract noted above are in the following ranges:

Electrical Construction	\$1,968,922 - \$2,383,432
Plumbing Construction	\$1,152,056 - \$1,394,593
HVAC Construction	\$1,272,886 - \$1,540,862

Bid documents will be available on **December 4, 2017**. A Pre-Bid Conference will be held on **December 14, 2017 at 11:00 a.m.**, at on Housing Authority of the City of Pittsburgh, Northview Heights Highrise Gymnasium, 533 Mt. Pleasant Road, Pittsburgh, PA 15214. A site visit of the property will be conducted thereafter. Bidders shall be prepared to review all aspects of the site necessary to prepare a bid. The last day for submission of written questions will be **December 21, 2017 until 11:00 a.m.** *Bids will be received by ARMDC - Development, LLC c/o the Housing Authority of the City of Pittsburgh ("HACP"), Procurement Department, 100 Ross Street – Suite 200 (2<sup>nd</sup> Floor), Pittsburgh, PA, 15219 until 11:00 a.m. on January 4 2018, at which time and place all bids will be publicly opened and read aloud.*

The work must be substantially complete within **455** calendar days of the Notice to Proceed.

Point of contact for ARMDC - Development, LLC c/o HACP is Mr. Kim Detrick at (412) 456-5116 Opt 1.

**TO OBTAIN DOCUMENTS:**

Electronic versions of Bid Documents, including bid forms, project manual, specifications, and drawings can be picked up in person, free of charge, Monday through Friday from 8:30 a.m. to 4:30 p.m. at ;

Housing Authority of the City of Pittsburgh  
Procurement Department  
100 Ross Streets 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219  
Mr. Kim Detrick –Director of Procurement

**PLACE OF SUBMISSION:**

The original signed bid sheet and supporting documents and required information must be executed and submitted in a sealed envelope. The face of the envelope shall be clearly marked with the word Bid Documents, the IFB number, project title or other identify number and the bidder's name. Offers by telegram, telephone, or telecopier, and fax will not be accepted by HACP. Please submit and a electronic version of MS Word in the PDF format on CD/Flash drive in the sealed envelope.

Submit bid to:

Mr. Kim Detrick – Procurement Director / Chief Contracting Officer  
Procurement Department  
Housing Authority of the City of Pittsburgh  
100 Ross Streets 2<sup>nd</sup> Floor Suite 200  
Pittsburgh, PA 15219  
412-456-5007 (FAX) (For question only)  
[Kim.detrick@hacp.org](mailto:Kim.detrick@hacp.org) (For question only)

**AWARD OF CONTRACT (S):**

*It is the intention of the Owner to award a contract to the lowest responsive and responsible bidder.*

All bids shall remain open for the period specified in the IFB, which in no case shall be less than sixty (60) calendar days from the bid opening.

All bids of \$10,000 or more must be accompanied by a negotiable bid guarantee that shall not be less than 5% of the amount of the bid. No bid guarantee is required for bids under \$10,000. In accordance with 2 CFR 200.318(h) formerly 24 CFR Section 85.36(b)(8), the Owner is permitted to make awards only to responsible bidders possessing the ability to perform successfully under the terms and conditions of the proposed contract. Prior to award of any contract, the Owner shall conduct a pre-contract survey. Consideration will be given to such matters as bidder integrity, compliance with public policy, record of past performance, and financial and technical resources.

The successful bidder will be required to furnish an assurance of completion (performance and payment bond) each equal to 100% of the contract price.

The Owner reserves the right to reject any or all bids or to waive any informality in the bidding.

## **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:**

The Contractor will be required to comply with all applicable Equal Employment Opportunity requirements for Federally-Assisted Construction Contracts. The Contractor must insure that employees and applicants for employment are not discriminated against because of race, color, religion, sexual preference, handicap or national origin.

### **A. Section 3 Participation**

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 and with HUD's regulations set forth at 24 CFR Part 135 ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Please describe ways the Bidder will assist the Owner to comply with HUD's Section 3 requirements for hiring HACP residents and/or local disadvantaged individuals and businesses by reviewing the Section 3 Clause and by completing **Document 00433 – Section 3 Form**.

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.) (the "Act") requires the Owner and the Housing Authority of the City of Pittsburgh to ensure that employment and other economic and business opportunities generated by financial assistance from the Department of Housing and Urban Development ("HUD"), to the greatest extent feasible, are directed to public housing residents and other low income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and very low income persons.

To comply with the Act the Owner requires its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The goal of this policy is to obtain a reasonable level of success in the recruitment, employment, and utilization of HACP residents and other eligible persons and/or businesses by contractors working on contracts partially or wholly funded with HUD monies. The Owner shall examine and consider a contractor's potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB, the Owner will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3 either by hiring Section 3 employees to directly perform under the contract or by committing a dollar amount to HACP's Section 3 program in an amount consistent with the chart below. Below are the HACP Section 3 Guidelines as listed in the HACP Section 3 Program Manual:

### **RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE**

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

**\*\*A copy of HACP's Section 3 Program Manual is available for download at [www.HACP.org](http://www.HACP.org)**

A copy of HUD's Section 3 requirement is provided herein. 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](mailto:lloyd.wilson@hacp.org) or by contacting him at ARMDC - Development, LLC c/o 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. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Proposals submitted without a Section 3 plan may be deemed nonresponsive. Also, please complete the **Section 3 Opportunities Plan** and include with your proposal.

**Any bid or proposal received from a contractor that does not contain a Section 3 Opportunities Plan or certification and back-up documentation acceptable to the Owner shall be deemed non-responsive by the Owner.**

#### **B. MBE/WBE Participation Plan**

*Owner MBE and WBE Goals.* It is the policy of the Owner to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by the Owner. In accordance with Executive Order 11625, the Owner has established a minimum threshold of twenty-five percent (25%) of the total dollar amount for MBE utilization in this contract. The Owner has established a ten percent (10%) minimum threshold for participation of WBEs, and, the Owner strongly encourages and affirmatively promotes the use of MBEs and WBEs in all Owner contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and

controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

**Proposals submitted in response to this solicitation MUST include an MBE/WBE participation plan, which, at a minimum demonstrates "Best Efforts" have been taken to achieve compliance with MBE/WBE goals. The Owner's Procurement Policy defines "Best Efforts" in compliance with MBE/WBE goals to mean that the contractor must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE and ten (10) certified WBE subcontractors to participate in the proposed contract with or lesser number if the contractor provides documentation that ten (10) certified MBE/WBE contractors could not be identified. Each contractor shall certify as to same under penalty of perjury and shall submit the back-up documentation with its bid or proposal.**

**Any bid or proposal received from a contractor that does not contain such certification and back-up documentation acceptable to the Owner may be deemed non-responsive by the Owner.**

If you have any questions regarding the the Owner MBE/WBE goals please contact Mr. Anthony Mannella, MBE/WBE Compliance Specialist, by e-mail at [anthony.mannella@hacp.org](mailto:anthony.mannella@hacp.org) or by contacting him at ARMDC - Development, LLC c/o the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, telephone (412) 456-5116 opt.1. Proposals must demonstrate how the Offeror intends to meet or exceed these goals.

The Owner's Minority and Woman Business (MBE/WBE) participation goals are as follows:

- MBE Goal: 25%
- WBE Goal: 10%

Additionally, please be advised that participation credit will be applied in accordance with the following classifications, as follows:

- |                                    |                             |
|------------------------------------|-----------------------------|
| -- Broker:                         | 10% of contract face value  |
| -- Supplier:                       | 60% of contract face value  |
| -- Bona Fide Contractor:           | 100% of contract face value |
| -- All Professional Service Firms: | 100% of contract face value |

Vendor definitions for the above classifications are to be referenced in either the respective vendor MBE/WBE certifications or as defined in 49 CFR Part 26.

Please describe ways the Bidder will utilize MBE/WBE businesses to meet the goals above by completing **Document 00434 – MBE/WBE Solicitation & Commitment Record.**

Caster D. Binion  
President

**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**

**SPECIAL PROVISIONS**

**NOTICE TO ALL PROSPECTIVE BIDDERS**

**New Construction of Northview Midrise (PA-09)**

**ARMDC IFB NO. 2017-23-E-P-M**

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

**A. Required Documents/Information**

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

- (1) Insurance
- (2) Payment and Performance Bonds
- (3) Construction Schedule
- (4) Submittal Log and Corresponding Submittals
- (5) Any required certification

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

Signature of Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: NORTHVIEW MIDRISE, LLC, The Project Owner**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**NEW CONSTRUCTION OF  
NORTHVIEW MIDRISE (PA-09))**

\_\_\_\_\_  
(Bidder's Name)

\_\_\_\_\_  
(Project Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Project No.)

Names of not more than two principals to contact:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

**AUTHORIZATION:**

Excerpt from HUD 7460.8-REV-2 AND 2 CFR 200.318(h) formerly 24 CFR 85.36(b)(8) & 24 CFR 905.160(a)(3):

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

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

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

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

**ORGANIZATION**

THE BIDDER IS:

☐ An individual doing business in his/her own name

Owner Standard

Statement of Bidder's Qualifications

00420-1

- ☐ An individual doing business under a fictitious or assumed name
- ☐ A General Partnership
  - ☐ Doing business under Partnership Name
  - ☐ Doing business under a fictitious or assumed name
- ☐ A Limited Partnership
  - ☐ Doing business under Partnership Name
  - ☐ Doing business under a fictitious or assumed name
- ☐ A corporation doing business in its own name
- ☐ A corporation doing business under a fictitious or assumed name

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

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

Under what other or former names has the bidder operated?

### PAST PERFORMANCE

CLAIMS AND SUITS. (If the answer to any of the questions below is yes, please attach explanation.)

- ☐ Yes ☐ No Has the Bidder ever failed to complete any work awarded to it?
- ☐ Yes ☐ No Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against the bidder or its officers?
- ☐ Yes ☐ No Has the bidder filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
- ☐ Yes ☐ No Within the last five years, has any officer or principal of the bidder ever been an officer or principal of another organization when it failed to complete a construction contract? (If answer is yes, please attach details.)

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

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

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

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



## FINANCIAL RESOURCES

Financial Statement.

**Attach a financial statement (audited if available), including the bidder's latest balance sheet and income statement showing the following items:**

**Current Assets** (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

**Net Fixed Assets;**

**Other Assets;**

**Current Liabilities** (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

**Other Liabilities** (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firm preparing attached financial statement, and date thereof:

☐ **Yes** ☐ **No** Is the attached financial statement for the identical organization named on page one?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

☐ **Yes** ☐ **No** Will the organization whose financial statement is attached act as guarantor of the contract for construction?

## TECHNICAL RESOURCES

Licensing:

List jurisdictions and trade categories in which the bidder is legally qualified to do business, and indicate registration or license numbers, if applicable.

Experiences:

List the categories of work that the bidder normally performs with its own forces.

**On a separate sheet, list the construction experience and present commitments of the key individuals of the bidder.**

## REFERENCES

List      Trade      References      (use      separate      sheet      if      necessary):

List Bank References (use separate sheet if necessary):

List previous HUD/USDA-FmHA projects and Section 8 Contracts (formerly Schedule A on HUD-2530). Applicable to construction contracts exceeding \$50,000. List each principal's name, previous project, principal's participation role and interest, and disclose defaults, mortgage relief, assignments and foreclosures. **Note that having a Master Schedule on file with HUD will not meet this requirement.**

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

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

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

I further certify that:

1. The list of previous HUD/USDA-FmHA projects and Section 8 Contracts contains a listing of every assisted or insured project of HUD, which I have been or am now a principal.
2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
  - a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
  - b. I have not experienced default or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
  - d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
  - e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
  - g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
3. All the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.

4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standards of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 9 Subpart B.
5. I am not an Allies & Ross Management and Development Corporation, ARMDC - Developer, LLC, Housing Authority of the City of Pittsburgh, or Northview Midrise, LLC employee or a member of either's employee's immediate family.
6. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
7. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights law.
8. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
9. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which, I think helps to qualify me as a responsible principal for participation in this project.

*(Signature and Date)*

*(Typed or Printed Name)*

*(Title)*

*(Company Name)*

Subscribed and sworn to before me

this\_\_\_\_\_ day of \_\_\_\_\_, 20

-----

My Commission expires \_\_\_\_\_, 20

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Northview Midrise, LLC**  
Bidder's Section 3 Participation Form

**A. Bidder's Section 3 Hiring Plan**

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

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

**B. Bidder's Section 3 Subcontracting Plan**

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

subcontracting  
opportunity and describe scope of work \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Name and Title of Person Completing this Form

\_\_\_\_\_  
Signature and Date

**PLACE HOLDER FOR**

**ROSTER OF CURRENT EMPLOYEES**

**Pursuant to Housing Authority of the City of Pittsburgh Section 3 Program Manual, Part I, Section A - Section 3 Policy Statement (in part) which Allies & Ross Management and Development Corporation and Northview Midrise, LLC complies with:**

*“shall examine and consider a contractor’s potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award.”*

*“will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3.”*

### **Section 3 Participation**

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

### **RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE**

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

A copy of HACP's Section 3 Program Manual is available for download at [www.hacp.org](http://www.hacp.org).

Allies & Ross Management and Development Corporation, ARMDC - Development, LLC and Northview Midrise, LLC are subject to compliance with HACP's requirements.

## **SECTION 3 OPPORTUNITIES PLAN**

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

**PRIME CONTRACTOR'S**

**NAME:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ NUMBER:** \_\_\_\_\_

**SPECIFICATION OR RFP/IFB/RFQ**

**TITLE:** \_\_\_\_\_

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

The preference of the Owner 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 which the Owner complies with 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](http://www.hacp.org). Contractors are required to comply with Section 3 by first considering Tier I – Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that Contractor must document this inability to comply with the preference and the need to move to a lower tier. (Such inability must be documented for moves within tiers). The Contractor agrees to meet its Section 3 requirement following the Preferential Tier Structure as indicated by the selection below (check one or more tiers below):

### **[ ] Tier I – HIRING**

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

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

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

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

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



**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**

## SECTION 3 OPPORTUNITIES PLAN

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

**LIPH – HACP low income public housing resident**

**ARLIS - Area Residents of Low/Very Low Income Status – (Area is the Pittsburgh metropolitan area)**

In the event the value of Section 3 resident hiring is less than the amount identified in the Resident Hiring Scale, vendors must contribute to the HACP Education Fund an amount not less than the difference between the value of Section 3 hiring and the amount identified in the Resident Hiring Scale, which funds shall be used to provide other economic opportunities.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

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**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**

## **SECTION 3 OPPORTUNITIES PLAN**

### **[ ] Tier II – CONTRACTING**

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

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

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

### **[ ] Tier III - OTHER ECONOMIC OPPORTUNITIES**

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

- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Contractor shall provide, in a letter on firm letterhead:

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

**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**

**[ ] 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 workforce. No new hires will be employed as a result of this award. If this position changes and hiring opportunities become necessary, the HACP Resident Employment Program will be notified.

## **SECTION 3 OPPORTUNITIES PLAN**

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

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

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Northview Midrise, LLC  
MBE/WBE SOLICITATION AND COMMITMENT RECORD

**SOLICITATION AND COMMITMENT STATEMENT**  
MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES

BID NUMBER	NAME OF BIDDER	ADDRESS	PHONE
List below All MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary			
____ MBE ____ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)
COMPANY NAME ADDRESS CONTACT PERSON PHONE		QUOTE RECEIVED	GIVE REASON(S) IF NO COMMITMENT MADE
		YES NO	
		AMOUNT COMMITTED DOLLAR AMOUNT \$ PERCENT OF TOTAL BID %	
____ MBE ____ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)
COMPANY NAME ADDRESS CONTACT PERSON PHONE		QUOTE RECEIVED	GIVE REASON(S) IF NO COMMITMENT MADE
		YES NO	
		AMOUNT COMMITTED DOLLAR AMOUNT \$ PERCENT OF TOTAL BID %	
____ MBE ____ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES NO (IF YES, GIVE DATE)
COMPANY NAME ADDRESS CONTACT PERSON PHONE		QUOTE RECEIVED	GIVE REASON(S) IF NO COMMITMENT MADE
		YES NO	
		AMOUNT COMMITTED DOLLAR AMOUNT \$ PERCENT OF TOTAL BID %	

Prepared by:

Title:

Phone:

NOTE: Certification and letters of intent for each MBE/WBE commitment must accompany this document.

Owner Standard  
00434-1

MBE/WBE Solicitation and Commitment Record

MBE/WBE Participation Plan

I. SMALL BUSINESS PARTICIPATION  
Is the Bidder a Small Business as defined by the size and standards in 13 CFR 121?

Yes \_\_\_\_\_ No \_\_\_\_\_

II. MINORITY BUSINESS PARTICIPATION  
Is the Bidder classified as a Minority Business Enterprise?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “No”, are any Subcontractors classified as Minority Business enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_

III. WOMEN-OWNED BUSINESS PARTICIPATION  
Is the Bidder classified as a Woman-Owned Business Enterprise?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “No”, are any Subcontractors classified as Women-Owned Business Enterprises?

Yes \_\_\_\_\_ No \_\_\_\_\_

If “Yes”, please fill in the following chart:

Consulting Firm(s) (WBE)	\$ Value Contract	% of Fee

If “Yes”, please fill in the following chart:

Consulting Firm(s) (MBE)	\$ Value Contract	% of Fee

**\*\*All MBE/WBE firms must be certified. In order for the MBE/WBE participation plan to be complete, copies of MBE/WBE certification must be included for all firms listed**

BIDDERS NAME:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE:  
\_\_\_\_\_  
\_\_\_\_\_  
CONTACT PERSON:  
\_\_\_\_\_  
PROPOSAL AND BID FOR:

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Northview Midrise, LLC  
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT  
ADDITIONAL INFORMATION SHEET

The bidder presents the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement.

Prepared by:  
Owner Standard

Title:

Phone:

Northview Midrise, LLC  
MBE/WBE EXHIBIT

**MBE/WBE COMMITMENT WAIVER REQUEST FORM**

BIDDER'S FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
PROPOSAL AND BID FOR: \_\_\_\_\_  
\_\_\_\_\_

Waiver of the MBE/WBE participation requirement is requested for the following reasons:

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

NOTE: The fully completed MBE/WBE Solicitation and Commitment Statement must accompany this waiver request.

Owner Standard

MBE/WBE Soli



## **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11625)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals for minority and female participation at Northview Midrise, LLC are pursuant to the Mayor's promulgated Executive Order, and the action of the Housing Authority of the City of Pittsburgh Board for which ARMDC and Northview Midrise, LLC are subject to meeting the requirements of. Expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, these goals are twenty-five percent (25%) of the total cost of the contract to be expended for minority participation and ten percent (10%) for women participation. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in Section 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in Section 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in Section 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation, to:

LaVaris Ross, Labor Relations Specialist  
U.S. Department of Housing and Urban Development  
Office of Labor Relations  
City Crescent Building  
10 S. Howard Street, 5<sup>th</sup> Floor  
Baltimore, MD 21201

The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is within the Commonwealth of Pennsylvania, County of Allegheny, City of Pittsburgh.

**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**

**NOTICE TO ALL PROSPECTIVE BIDDERS**

**REQUEST FOR MANPOWER PLAN  
NEW CONSTRUCTION OF  
NORTHVIEW MIDRISE (PA-09)  
ARMDC IFB No. 2017-23-E-P-M**

**Each bid must include a separate Manpower Plan and Major Equipment List for this Invitation for Bids. The Manpower Plan must include (1) the names of the bidder's personnel to be assigned to the Project, (2) trade/position, (3) Social Security Number or Driver's License Number and (4) Employee Date of Hire.**

**In the event you are bidding on multiple Owner construction work contracts, each bid must include a separate Manpower Plan and Major Equipment List that clearly demonstrates that the bidder has the capacity and will not use the same personnel and equipment on more than one Owner construction work contract that are being executed simultaneously within the next 180 days.**

**The Owner will use this information to determine whether the bidder has the capacity to perform the work.**

**Please acknowledge receipt of this Notice by completing the information below and the attached and include copies in your bid.**

**Bidder's Name:** \_\_\_\_\_

**Name of the Person Signing the Bid:** \_\_\_\_\_

**Signature of the Person Signing the Bid:** \_\_\_\_\_

**Bid Due Date:** \_\_\_\_\_

### Bidder's Planned Manpower

Provide Employee Name, Trade/Position, Social Security Number or Driver's License Number and Date of Hire for each employee:  
(use additional sheets if necessary).

Name	Position	Social Security No. <u>or</u> Driver's License No.		Date of Hire

**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**

**SPECIAL PROVISIONS**  
**FOR INVITATION FOR BIDS (IFB)**

**REQUEST FOR INFORMATION**

Each bidder must submit the following information to assist the Owner to determine if the Bidder has the capacity to perform the required work under this **Project Name: New Construction Northview Midrise ARMDC IFB No. 2017-23**

**Bidder's Capacity**

Provide information demonstrating the Bidder's ability to provide the resources necessary for the timely and efficient implementation of the construction work. Due to the nature of this procurement, capacity will also be evaluated based on the Bidder's ability to complete the work on time and within budget, therefore, please describe the Bidder's Capacity as follows:

1. Manpower Plan and Major Equipment List (Please complete **Form 00435-1 & 2**).
2. List a maximum of three-(3) current or completed *Northview Midrise, LLC, ARMDC - Development, LLC, ARMDC and Housing Authority of the City of Pittsburgh* related projects, the **Initial Contract Value, Change Orders, if any, and Final Contract Value**. If the project was not completed within budget and on time, please explain the circumstances and/or justification for the change order(s): Please attach a separate sheet if you do not have sufficient space.

<u><b>Project #</b></u>	<u><b>Initial Contract Value</b></u>	<u><b>Change Order(s)</b></u>	<u><b>Final Contract Value</b></u>
-------------------------	--------------------------------------	-------------------------------	------------------------------------

a.

b.

c.

Justification for Change Orders/Schedule: \_\_\_\_\_

3. List at least three-(3) other Owners including one current or completed project plus the following information:

<u><b>Vendor's Name &amp; Contact #</b></u>	<u><b>Initial Contract Value</b></u>	<u><b>Change Order(s)</b></u>	<u><b>Final Contract Value</b></u>
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a.

b.

c.

Justification for Change Orders/Schedule: \_\_\_\_\_

*The Bidder hereby certifies that the information provided above is accurate/correct and provision of false information can be a basis for the rejection of this bid:*

Bidder's Name: \_\_\_\_\_ Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Allies & Ross Management and Development Corporation (as Developer)  
On Behalf of: Northview Midrise, LLC, The Project Owner

**NOTICE TO ALL PROSPECTIVE BIDDERS**

**Previous Related Experience**

**for**

**NEW CONSTRUCTION OF  
NORTHVIEW MIDRISE (PA-09)  
ARMDC IFB No. 2017-23-E-P-M**

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 and affiliates, including HACP, ARMDC, Northview Midrise, LLC for whom the bidder has previously performed work of the nature requested under this IFB. The Owner reserves the right to contact such persons at anytime prior to award and the bidder agrees that the Owner may rely on information provided by such persons to determine the bidder's responsibility.

<b>Reference 1</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
1			
2			
3			
4			
5			
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7			
8			
9			
10			

<b>Reference 2</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
1			
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<b>Reference 3</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
1			
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Allies & Ross Management and Development Corporation (as Developer)  
On Behalf of: Northview Midrise, LLC, The Project Owner

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.

<b>Reference 4</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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<b>Reference 5</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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<b>Reference 6</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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All bidders will provide information on the most recent Owner job to include all change order information and the reason for each. The most recent Owner job can be one of the 3 last jobs performed if that is the case.

<b>Reference 7</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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**\*All contractors MUST submit 3 references and most recent Northview Midrise, LLC/ARMDC/HACP Job if applicable.**



**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: Northview Midrise, LLC, The Project Owner**  
**SPECIAL PROVISIONS**

**NOTICE TO ALL PROSPECTIVE BIDDERS**

Documents Required for Payment  
ARMDC IFB No.: 2017-23-E-P-M

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Pursuant to Sections 27, 38, 40 and 46 of the HUD 5370 - General Conditions for this Contract, each contractor must submit the following required documents with each Payment Estimate ("PE") in order for the Owner to process a PE as follows:

**A. Periodic Estimate – HUD 51001**

**B. Schedule of Stored Materials – HUD 51003** (if applicable)

**C. Summary of Stored Materials – HUD 51004** (if applicable)

**D. Schedule of Change Orders – HUD 51002** (if applicable)

**E. Progress Payment Certification**

**F. Current/Approved Certified Payrolls** (submitted to ARMDC - Development, LLC on behalf of New Construction of Northview Midrise, LLC c/o HACP's Davis-Bacon Wage Compliance Clerk).

**G. MBE/WBE Utilization Report**

**H. Section 3 Summary Report**

Signature of Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS DOCUMENT MUST BE SIGNED.**

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

ARMDC - Developer, LLC (as Developer)  
On Behalf of: Northview Highrise, LLC -  
The Project Owner c/o Housing Authority  
of the City of Pittsburgh Legal Department  
200 Ross St. 7th Floor, Pittsburgh PA, 15219

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

☐ (3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference** (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

## US Department of Housing and Urban Development Office of Housing/Federal Housing Commissioner

## US Department of Agriculture Farmers Home Administration

<b>Part I to be completed by Principals of Multifamily Projects (See instructions)</b>		<b>For HUD HQ/FmHA use only</b>	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

### 7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

<b>Name of Principal</b>	<b>Signature of Principal</b>	<b>Certification Date(mm/dd/yyyy)</b>	<b>Area Code and Tel. No.</b>
This form prepared by (print name)			Area Code and Tel. No.

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**icipation, First Experience".**

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

**Part II- For HUD Internal Processing Only**  
Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)		Tel No. and area code		<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> C. Disclosure or Certification problem	
Staff		Processing and Control		<input type="checkbox"/> B. Name match in system <input type="checkbox"/> D. Other (attach memorandum)	
Supervisor		Director of Housing/Director, Multifamily Division		Approved <input type="checkbox"/> Yes <input type="checkbox"/> No Date (mm/dd/yyyy)	



### Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

**Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

**Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.**

#### Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies; tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

#### Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

#### Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.

- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.

- Purchase of a Secretary-owned project.

- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.

- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

#### Specific Line Instructions:

**Reason for submitting this Certification:** e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File..."

**Block 8:** Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

**Block 9:** Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

#### Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

**Column 2:** All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

**Column 3:** List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

**Column 4.** Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

**Column 5.** Explain any project defaults during your participation.

**Column 6.** Provide the latest Management Review (MOR) rating and Physical Inspection score.

**Certification:** After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a felony within the past 10 years, strike out 2c, and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify. Attach a signed statement of explanation of the items you have struck out on the certification. Item 2a. relates to felony convictions within the past 10 years. If you are convicted of

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

NORTHVIEW MIDRISE,LLC

**NON-COLLUSION  
AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says:  
(Printed or Typed Name)

That he/she is  
(Proprietor, General Partner, President or Vice President)

of \_\_\_\_\_; and having submitted the foregoing Bid for  
(Bidder Name)

**NEW CONSTRUCTION of NORTHVIEW MIDRISE**

\_\_\_\_\_  
(Project Name)

ARMDC IFB Num. 2017-23-E-P-M;  
(Project No.)

and is the party making the foregoing Bid, and that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid, or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against NORTHVIEW MIDRISE,LLC or any person interested in the proposed contract; and that all statements in said Bid are true.

\_\_\_\_\_  
(Signature and Date)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

-----

My Commission expires \_\_\_\_\_, 20\_\_

Owner Standard

Non-Collusion Affidavit  
00485 - 1

# AIA Document A101™ - 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

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

« » « » Northview Midrise, LLC  
« » 100 Ross Street  
« » 2<sup>nd</sup> floor - Suite 200  
« » Pittsburgh, PA 15219  
« »

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

« » « »  
« »  
« »  
« »

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

« » Northview Midrise Development  
« » 250 Penfort Street  
« » Pittsburgh, PA 15214  
« »

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

« » « » Rothschild Dwyne Collaborative  
« » 2847 Penn Avenue  
« » Pittsburgh, PA 15222  
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Formatted: Superscript

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

«» Contractor shall be given Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

«»

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (455) four hundred fifty-five calendar days from Notice to Proceed ~~«» (-(«»)-) days from the date of commencement, or as follows:~~

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« » For each calendar day that the Contractor has not achieved Substantial Completion as set forth above, the Contractor and Owner agree that the Owner is entitled to Liquidated Damages of \$5,000 per calendar day. If, for any reason, this provision is declared unenforceable by a court or arbitration panel, the Contractor and Owner agree that the Owner will be entitled to all direct and indirect losses that the Owner suffers as a result of the Contractor's failure to achieve Substantial Completion by the above date.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

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

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

« »

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~ten~~ percent (~~10~~%) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~ten~~ percent (~~10~~%)
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and ~~and~~  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

At fifty percent completion the retainage being withheld on Work and stored materials shall be reduced to five percent (5%) and five percent shall be withheld from future payments until Substantial Completion. At Substantial Completion all retainage shall be released except 150% of punchlist items. Punchlist items shall be paid for weekly as completed. Substantial Completion and retainage release shall not be delayed or withheld on account of seasonal items such as landscaping not being complete excepting only that 150% of the value of such seasonal work may be withheld until it is completed when weather allows.

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

## § 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment, and
- .2 a final Certificate for Payment has been issued by the Architect.

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

« »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »

« »

« »

« »

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

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

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

« »

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

*(Insert rate of interest agreed upon, if any.)*

☐ 6 % ☐

§ 8.3 The Owner's representative:

*(Name, address and other information)*



« »  
« »  
« »  
« »  
« »  
« »

§ 8.4 The Contractor's representative:  
(Name, address and other information)

« →  
« →  
« →  
« →  
« →  
« →

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

§ 8.6 Other provisions:

« » The following shall supersede any conflicting provisions or omissions in this Agreement or any other of the Contract Documents:

8.6.1 The Contractor shall name the Owner as additional insured on the Contractor's liability, excess and vehicle insurance policies as to operations at the job site and provide the Owner a certificate of insurance evidencing the same. The Contractor shall also name any Lender for the project as an additional insured when requested. Contractor's insurance shall be primary and non-contributory, subrogation waived.

8.6.2 The Contractor shall provide appropriate measures to protect and keep secure its personal property and equipment on the jobsite and is responsible for insuring such personal property and equipment from loss, theft, and/or damage.

8.6.3 The Owner shall be responsible for payment of any and all utility connection/tap-in/edu or similar fees for utilities, including all such charges for gas, water, sewer, electricity, and cable services.

8.6.4 The Owner shall be responsible for the excavation and removal of any unusual sub-surface conditions and/or obstructions and rock. Rock is understood to mean material which customarily requires an excavator larger than a Caterpillar 315 to remove.

8.6.5 The Contractor's warranty shall not exceed one year and after one year the Owner shall seek recourse for defects in materials and equipment exclusively from warranties extended by the manufacturer of such material or equipment. The Contractor will assign all warranties provided by subcontractors or suppliers.

8.6.6 The Contractor shall be paid the cost of any grading/building permits and bonds without retainage when the Owner closes on its financing or with the Contractor's first application for payment, whichever occurs first.

8.6.7 Contractor acknowledges that the Work is subject to Davis-Bacon wage rates.

8.6.8 Contractor shall comply with all WBE/MBE/Section 3 requirements as they may apply to the Work.

8.6.9 Owner shall be responsible for obtaining builders risk coverage for Work performed and materials on the job site to be incorporated into the Work. Materials stored off site and Contractor's equipment, tools, and other personal property shall be insured by the Contractor at its expense. Owner shall name Contractor as an additional insured on the builders risk policy. The deductible shall not exceed \$5,000.

8.6.10 Contractor shall at all times during the performance of this contract maintain the minimum insurance coverage as set forth on the Certificate of Insurance attached hereto.

8.6.11 The Contractor shall sign and record a waiver of liens with the Allegheny County Department of Court Records prior to performing Work under this Agreement waiving the rights of all subcontractors and other persons to file mechanics' liens on the Project. The Contractor shall also provide a payment bond for the full amount of the Contract Sum. With each payment, the Contractor shall provide its lien waiver for the amount received. At Final Completion, the Contractor shall file a full and final waiver of liens and shall also provide lien waivers from its subcontractors.

8.6.12 Contractor excludes any special inspections required by Chapter 17 of the IBC, including those in Section 1704. Inspections to be paid for by the Contractor, if any, will be specifically noted in the Qualifications and Clarifications attached hereto.

8.6.13 Owner authorizes the Contractor to register the Project with the statewide no-lien directory and file a Notice of Commencement.

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8.6.14 The Contractor will perform the work as designed. Because sound transmission is affected by many variables, the STC/IIC (sound transmission) performance of the specified separation walls and floor/ceiling assemblies are difficult to project with certainty. Accordingly, enhancements to the STC and IIC characteristics of unit separation walls and floor/ceiling assemblies which may be needed to achieve any required or intended STC/IIC levels are excluded from the Contractor's scope of work. The applicability and interpretation of code provisions relating to sound transmission STC/IIC requirements and designing for them are the responsibility of the Architect.

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8.6.15 No payment nor part of any payment shall be withheld on account of claims covered by insurance carried by either party.

8.6.16 Subcontractors shall carry general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Excess insurance shall be carried in the amount of \$2,000,000. Statutory worker compensation coverage shall also be maintained by Subcontractors.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- 2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
<u>Payment and Performance Bond</u>	<u>100% of the Contract Amount</u>
<u>Insurance</u>	<u>See requirements in 8.6 and Exhibit 6 attached</u>

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

OWNER (Signature)

« »

(Printed name and title)

CONTRACTOR (Signature)

« »

(Printed name and title)

**ARMDC - Development, LLC (as Developer)**  
**On Behalf of: NORTHVIEW MIDRISE, LLC, The Project Owner**

**New Construction of Northview Midrise (PA-09)**

**ARMDC IFB No. 2017-23-E-P-M**

**SUPPLEMENTAL GENERAL CONDITIONS**

**SUPPLEMENTAL GENERAL CONDITIONS**

To the extent that there is a conflict between the terms of the General Conditions and the terms of the Supplemental General Conditions, the terms of the Supplemental General Conditions shall govern to the extent of such conflict.

***If HUD 5370 applies:***

Section 31(e) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(e). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

***If HUD 5370-EZ applies:***

Section 3(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

31(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

***If HUD 5370-C applies:***

Section 1 Item 7(d) of the General Conditions shall be deleted in its entirety and replaced by the following:

Section 1 Item 7(d). Forum. The Contracting Officer's decision shall be final unless, within thirty (30) days of receipt of the Contracting Officer's decision, the Contractor files suit in a court of competent jurisdiction.

**NORTHVIEW MIDRISE, LLC**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Vendor Name (Insert vendor company name above)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# NORTHVIEW MIDRISE, LLC, The Project Owner

## New Construction of Northview Midrise (PA-09)

### ARMDC IFB No. 2017-23-E-P-M

Insurance requirements of the Tax Credit Equity Provider are hereby incorporated and made part of said IFB:

#### EXHIBIT 6

#### REQUIRED INSURANCE

#### PNC Real Estate

##### A. General Requirements

All policies or documents evidencing the required insurance shall:

1. Be provided at least ten (10) days prior to equity closing to ensure adequate lead time for PNC to engage its consultant and receive its Final Insurance Due Diligence Report prior to closing; updates must be provided as required for each capital contribution.
2. Be maintained throughout the term of the loan(s) and the term of ownership for all borrowers/owners/investment partners.
3. Clearly identify the property location or description on each certificate.
4. Be provided in the following form, with all forms and endorsements noted:
  - Accord 25 - Ink-signed Certificate of Liability Insurance
  - Accord 28 (2003/10 edition) - Ink-signed Evidence of Property Insurance
  - A full copy of the policy when available
5. Name the Operating Company as the Named Insured on each policy provided by the Owner, or on behalf of the Owner, and name the following entities as Additional Insureds on all policies required of any party under these guidelines (with the exception of auto liability, professional liability (E&O) and Workers' Compensation:
  - IMs and their successors and assigns,
  - SMs and their successors and assigns and
  - All Additional Investors (the equity providers)
6. All liability insurance policies provided by parties other than the Owner shall name the Company and/or the entities that comprise it as Additional Insureds. Professional liability coverage shall indicate the Company as certificate holder
7. Binders may be accepted for a 30-day period only.
  - Continuous binders are acceptable if issued by the insurance company's underwriter. Continuous binders must be replaced with certificates or policies within 30 days of receipt.
  - Facsimile copies are acceptable as temporary evidence of coverage. Hard copies must be promptly delivered to confirm evidence.
8. Be issued/written by insurance carrier or carriers acceptable to the lender and investor and having:
  - A rating of A: Class VII or better (a couple of investors require A-/X or better) by A.M. Best's Key Rating guide (*note: the insurance company's NAIC number is needed in addition to their name*), or
  - A rating of "A" or higher from Standard & Poor's.
9. Be written on a per occurrence basis (, professional liability coverage and Environmental Impairment Liability including contractor's pollution legal liability insurance coverage, which may be written on a claims-made basis).
10. Have a cancellation provision requiring the carrier to notify the parties (Company, Managing Member, IM, SM, Lenders and equity providers) at least thirty (30) days in advance, (10) days for nonpayment of premium, of any policy reduction, cancellation, premiums due, any lapse expiration, material change, amendment or non-renewal intent. Notice should be advance *written* notice via certified mail return receipt requested.
11. Be written for a term of not less than one year, with premiums prepaid and evidence of premium payment accompanying the binders and policies.

The following requirements apply to Property policies:

12. Name the Lender and its successors and assigns (collectively, the Lender) as Mortgagee and Loss Payee..
13. Name the SM and its successors and assigns as Loss Payee

14. Contain a deductible or self insured retention (SIR) not greater than \$10,000 (except when a separate wind-loss deductible applies, then the amount must not exceed 3% of the face amount of the policy).
15. Builders Risk policies must be on a non-reporting basis.
16. Not contain any effective co-insurance provisions.
17. Not use a blanket or package policy unless it provides the same or better coverage as a single property insurance policy, and:
  - All other projects must be listed and identifiable in the policy and associated schedules. Note: The Declaration page listing each appropriate Endorsement /Form and copies of each Form will be accepted as evidence.
  - Total coverage must be based on 100% replacement value of all properties covered. Coverage limits other than replacement cost are generally not acceptable and any variations from an amount less than replacement cost must be pre approved by the SM.

**B. Insurance to be Maintained During Construction**

The following coverages must be maintained on all properties, on a per project basis, during construction and until permanent insurance is placed, and are required by all investors (unless noted) though amounts may vary.

1. Owner's Commercial General Liability and Excess/Umbrella Liability Insurance: Managing Member shall carry, for the benefit of the Company and Managing Member, covering the premises and operations by independent contractors, Commercial General Liability Insurance of the real estate development class against claims for bodily injury, personal injury and products and completed operations..
  - Form should remain silent on assault & battery, sexual assault and punitive damages (no exclusions or limitations).
  - Environmental Liability Insurance will be required for existing Apartment Complexes that are being substantially rehabilitated.
  - The minimum amount of primary coverage is \$1 million per occurrence / \$2 million general aggregate and contain a deductible no greater than \$10,000.
  - The minimum Umbrella/Excess Liability Insurance ranges from \$4 million per occurrence and \$4 million general aggregate to \$30 million per occurrence and \$30 million general aggregate (depending on investor and the guidelines shown below):

Garden Apts 1-3 stories, SF, & other non-elevator buildings:

- < 50 Units: \$4 million as noted above
- 51 - 300 Units: \$5 million
- > 300 Units: \$5 - \$10 million, depending on location/conditions

Mid-rise Apartment Building (4-10 stories):

- < 50 Units: \$5 million as noted above
- 51 - 300 Units: \$5 - \$10 million, depending on location/etc.
- > 300 Units: \$10 - \$20 million, depending on location/conditions

High-rise Apartment Building (11-40 stories):

- 1 - 300 Units: \$10 - \$30 million, depending on location/conditions
- > 300 Units: \$30 million and above, depending on location/etc.

2. All-Risk Builder's Risk Insurance: Insurance providing 100% replacement cost coverage (including a 5% contingency), in an amount equal to the completed construction value plus personal property and shall include coverage for Soft Costs including 12 months Business Interruption (Loss of Rents) or actual loss sustained, loan interest, real estate taxes, architect's & engineer's fees, legal & accounting fees, insurance premiums, and advertising and promotional expenses. Additional coverage requirements are as follows:
  - If any of the units will be turned over and occupied prior to completion, policy shall include a Permission for Partial Occupancy Endorsement.

- No coinsurance or coinsurance offset by an Agreed Amount Endorsement
  - Ordinance & Law Coverage (See Section C. for coverage requirements).
  - The maximum deductible is \$10,000 per occurrence.
  - Windstorm, earthquake, and flood exclusions are generally acceptable exclusions provided that a separate policy is obtained for these risks. See Section C. for details regarding coverage requirements for these separate perils.
3. **General Contractor's General Liability and Excess/Umbrella Liability Insurance:** The General Contractor shall provide the following insurance coverages:
- A) **Commercial General Liability Insurance:** The General Contractor (and each prime contractor having a direct contract with the Company) shall provide Commercial General Liability Insurance covering claims for bodily injury, property damage and personal injury arising out of the Contractor's operations, independent contractors, and products/completed operations.
- Coverage limits of the construction exposure class shall be in an amount not less than \$5 million combined single limits (per occurrence / per project aggregate). This requirement can be met through any combination of primary and excess insurance, such as the standard \$1 million/ \$2 million primary with \$4 million/ \$4 million umbrella. If the primary coverage applies to other locations or activities, then the primary aggregate must apply to each insured location separately.
  - \$1 million per occurrence /\$2 million general aggregate shall be required for prime contractors other than the GC. If the primary coverage applies to other locations or activities, then the primary general aggregate must apply to each insured project separately.
- B) **Pollution/Environmental Coverage Insurance:** Providing defense and indemnity coverage for bodily injury, property damage and environmental investigation and clean-up costs for pollution conditions. Coverage limits of the construction exposure class shall be in an amount not less than \$1 million combined single limits (per occurrence/per location and in the aggregate).
- C) **Automobile Liability Insurance:** Commercial Automobile Liability with coverage for owned, hired, and non-owned autos with no less than \$1 million combined single limit per occurrence.
- D) **Workers' compensation and Employers' Liability Insurance:** Coverage shall be in statutory amounts with Employers Liability limits of \$1 million bodily injury by accident for each accident, bodily injury by disease for each employee and policy limit for bodily injury by disease (\$500,000 fallback).
- E) **Payment and Performance Bonds:** The Construction Contract must be secured by one of the following:
- A letter of credit in an amount not less than fifteen (15%) of the Construction Contract amount, or
  - 100% payment and performance bonds in a form and substance acceptable to the SM, or
  - Each major subcontractor, as identified by the SM, being bonded in a form and substance acceptable to the SM.
4. **Construction Manager's Commercial General Liability Insurance (If applicable):** If a construction manager is utilized, Commercial General Liability Insurance is to be and the amount of coverage shall be no less than \$500,000 combined single limits. \$500,000 combined single limits Automobile Liability (including coverage for liability assumed under contract), statutory Workers' Compensation and \$500,000 Employers' Liability shall also be maintained.
5. **Architect's & Engineer's Professional Liability / Errors & Omissions Insurance:** Professional Liability (E & O) Insurance shall be provided covering each professional entity for the greater of \$500,000 or 10% of the construction contract amount each claim and in the aggregate (\$1 million or 10% for high-rises), in a form satisfactory to the Investor. Coverage shall remain in effect for three years from acceptance of the Project by Owner.
- Comprehensive General Liability insurance with a minimum of \$500,000 in combined single limits shall be provided.

C. **Insurance to be Obtained Upon Completion (or on Existing Buildings) & Maintained Thereafter** Commencing from the earliest of (i) Receipt of final Certificates of Occupancy for all buildings in the Property, (ii) Final Construction Completion or (iii) the lapse in Builders Risk Coverage; and continuing until no longer required by the SM, the Company shall maintain the following insurance coverage:

1. **General Contractor's Commercial General Liability Insurance:** General Contractor must continue to carry Products and Completed Operations insurance for a minimum of three (3) years following completion of construction.
2. **Architect's & Engineer's Professional Liability / Errors & Omissions Insurance:** Each entity must continue to carry the same Professional Liability insurance coverage as required in B.6 for a minimum of three (3) years following completion of construction.
3. **Owner's Commercial General Liability Insurance:** The Managing Member shall cause the Company to continue to carry the same insurance coverages as required in B.1, with the following additional loss control requirement to be implemented:
  - Contains a deductible of no greater than \$10,000.
4. **Property (Special Cause of Loss Form) Insurance:** Insurance on the project covering risks of direct physical loss.
  - Such insurance shall be in an amount equal to 100% replacement value of the property.
  - The policy shall provide Replacement Cost coverage.
  - The policy shall include an Agreed Amount Clause or Waiver of Coinsurance.
  - The maximum deductible is \$10,000 per occurrence (except when a separate wind-loss deductible applies, then the amount must not exceed 5% of the face amount of the policy).
5. **Business Interruption Insurance** - Loss of income insurance shall be carried in an amount equal to 12 months anticipated gross rental income from tenant occupancy (including any commercial portion) of the property plus Tax Credit..
6. **Windstorm Coverage** - If the Special Causes of Loss Form property damage insurance excludes wind-related events, a separate windstorm insurance policy shall be obtained for 100% replacement cost of the property. The policy must include business interruption. The maximum deductible is 3%.
7. **Flood** - PNC Real Estate requires flood insurance if any property is, or planned to be located, in a Special Flood Hazard Area designated by FEMA as Zone A or V in an amount equal to the full replacement cost and 12 months Business Income coverage. The maximum deductible is 2% of the total insured value per building. If this coverage amount is more than the maximum amount of insurance available under the National Flood Insurance Program, an excess flood or difference in conditions policy may be required for the difference.
8. **Earthquake** - Where the Property is located in an area prone to seismic activity (zones 3 & 4) and has a PML greater than 20%, earthquake insurance is required for the life of the investment. Coverage must equal 100% of the full replacement cost, include Business Interruption, and have a maximum deductible of 5%-10% of the total insured value.
9. **Ordinance and Law Coverage** - Where the Property represents a non-conforming use under current building, zoning, or land use laws or ordinances, insurance shall be obtained in the following amounts:
  - \* Loss of Undamaged Portion of the Building - Full replacement cost of the structure minus the local threshold;
  - \* Demolition Cost - Minimum of 10% of replacement cost; and
  - \* Increased Cost of construction - Minimum of 10% of the replacement cost.
10. **Extended Period of Indemnity** - Business Interruption (Loss of Rents) coverage shall be extended for a minimum of three months after property is ready for occupancy following a casualty.
11. **Owner's Boiler & Machinery Insurance:** Required where any centralized HVAC equipment is in operation at the Property or where the Property contains boilers or other pressure-fired vessels that are required to be regulated by the State as follows:
  - Boiler and Machinery Insurance shall be required for the full replacement cost of the building that houses the equipment.
  - Coverage against loss or damage from steam boiler explosion, electrical breakdown or mechanical breakdown which can include refrigeration equipment, air conditioning equipment, various types of piping, turbines, engine's pumps, compressors, electric motors, transformers and other assorted types of apparatus now or hereafter installed on the Property.
  - Coverage shall be extended to include Business Income.
  - Deductibles must be equal or lower than the deductibles on the Property Insurance Policy
12. **Property Manager's Insurance Requirements:** Project Manager (i.e., the property management company) shall maintain and provide evidence of insurance for the following:
  - Worker's Compensation Coverage pursuant to statutory limits required by law.
  - Automobile Liability Coverage covering owned, hired and non-owned auto for limits no less than \$1MM combined single limited per occurrence for bodily injury, property damage and physical damage (collision and comprehensive).
  - **Fidelity Bond** in an amount equivalent to the lesser of \$1 million or six month's gross income.
13. **Other Insurance (as needed):** Such other insurance in such amounts, and with such companies as the SM may require, including but not limited to, insurance coverage covering wind, mudslide (as needed), acts of terrorism, toxic mold, fungus, moisture, microbial contamination, pathogenic organisms or covering other parties such as the Project Architect, the Builder, any other prime contractors, the construction manager, if applicable, and the Project Manager to the extent such insurance can be acquired on a commercially reasonable basis in the sole discretion of the SM.



## INSURANCE REQUIREMENTS

### PROPERTY / BUILDER'S RISK INSURANCE:

Please provide evidence of insurance in the form of an ACORD 28 accompanied by a copy of the policy (a binder can be accepted if a new policy has not yet been issued by the carrier). Each of the following items must be evidenced:

- "All Risk" / Special Form coverage in an amount equal to 100% of the replacement cost of the collateral for permanent structures, or "All Risk" / Special Form coverage in an amount equal to 100% of construction contract Hard Cost value for new construction;
- Replacement Cost valuation (no deduction for depreciation);
- Maximum deductible shall be \$50,000 for all property-related coverages;
- 12 months of Business Income coverage is required for loans under \$50,000,000. For loans \$50,000,000 and greater, 18 months of Business income is required;
- For all loans, with the exception of new construction, a 180-day Extended Period of Indemnity is required for the Business Income coverage;
- No coinsurance on Building or Business Income coverage; if coinsurance applies, an Agreed Amount endorsement must be included on the policy;
- Terrorism coverage is required for all loans in an amount equal to 100% of the replacement cost of the collateral plus 12/18 months of Business Income coverage. No coinsurance is permitted;
- Wind/Hail and Named Windstorm coverage is required for all loans in an amount equal to 100% of the replacement cost of the collateral plus 12/18 months of Business Income coverage. If Wind is excluded from the special form policy, a separate policy must be provided. Maximum Wind deductibles shall be 5% of the collateral's total insured value. No coinsurance is permitted;
- Equipment Breakdown coverage is required where boilers, centralized HVAC systems, mechanical, or other electrical systems appear. Coverage is required in an amount equal to the replacement cost of the building housing the equipment plus 12/18 months Business Income coverage. No coinsurance is permitted. If coverage is provided on a separate policy, a Joint Loss Agreement is required on both policies;
- Flood coverage is required for any real property located in Flood Zones A, V, or Shaded X. Coverage is required in an amount equal to no less than the replacement cost of the first floor of the structures plus 12/18 months of Business Income coverage. Maximum NFIP limits of \$500,000 per building with a \$25,000 per building deductible must be obtained. Excess Flood limits will be required for the difference in the building values and 12/18 months of Business Income coverage. No coinsurance is permitted;
- Earthquake coverage is required for properties located in seismic zones 3 or 4 that have a PML/SEL of 20% or greater, as determined for Seismic Risk Assessment Report. The amount of Earthquake coverage shall 100% of the replacement cost of the collateral plus 12/18 months of Business Income coverage. No coinsurance is permitted. Maximum Earthquake deductibles shall be 5% of the total insured value, subject to a \$250,000 minimum.
- Ordinance & Law coverage is required for all loans, with the exception of new construction. Coverage A (Loss of Value to the Undamaged Portion of the Building) must be included within the building limit, Coverage B (Demolition and Debris Removal) must be included for 10% of replacement cost, and Coverage C (Increased Cost of Construction) must also be included 10% of replacement cost. (If Coverages B and C are written as a combined sublimit, they must be 20% of replacement cost);

## **LIABILITY INSURANCE:**

Please provide evidence of insurance in the form of an ACORD 25 accompanied by copies of the policies (a binder can be accepted if a new policy has not yet been issued by the carrier). Each of the following items must be evidenced:

- Commercial General Liability policy with minimum limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Coverage must include Personal & Advertising Injury and Products Completed Operations. Policies that insure multiple locations shall include a 'per location' aggregate. Annual aggregate caps on multi-location GL policies are prohibited;
- Excess Liability/Umbrella Liability policy in an amount determined by loan size as follows:
  - If Loan Amount is \$10,000,000 or less, Umbrella requirement is \$5,000,000
  - If Loan Amount is \$10,000,000-\$15,000,000, Umbrella requirement is \$10,000,000
  - If Loan Amount is \$15,000,000-\$25,000,000, Umbrella requirement is \$15,000,000
  - If Loan Amount is \$25,000,000 or more, Umbrella requirement is \$25,000,000
- All liability policies must provide for claims to be made on an occurrence basis;
- All liability policies must have deductibles / self-insured retentions of \$35,000 or less;
- If the borrower owns vehicles, \$1,000,000 of Auto Liability is required;
- Terrorism coverage is required for all loans, on the GL and the Umbrella policies;

## **OTHER INSURANCE:**

When a borrowing entity has employees, statutory Workers' Compensation, \$1,000,000 Employers' Liability, and Employee Dishonesty coverage in an amount no less than one month of Gross Income must be maintained.

Other coverages may be required at Lender's discretion: sinkhole, mine subsidence, volcanic eruption, sewer and drain backup, environmental.

## **GENERAL INFORMATION:**

For all loans, each insurer must be rated "A- X" or better by A.M. Best, or "A" or better by Standard or Poor's.

Any insurance which Borrower is required to obtain may be carried under a "blanket" policy or policies covering other properties of Borrower or under an "umbrella" policy or policies covering other liabilities of Borrower, as applicable; provided that, such blanket or umbrella policy or policies otherwise comply with the provisions herein and shall otherwise provide the same protection as would a separate or stand-alone policy insuring only the subject property. And upon request, Borrower shall provide to Lender a Statement of Locations and Values which may be reviewed annually and shall be amended to the extent determined necessary by Lender based on revised Replacement Cost Valuations. The original or a certified copy of each such blanket or umbrella policy shall promptly be delivered to Lender.

Each property-related policy must name the Trustee as Mortgagee with respect to Property and Loss Payee with respect to Business Income. Each GL policy must name the Trustee as Additional Insured-Mortgagee, Assignee, or Receiver (form CG2018 or equivalent), and must name Red Stone and any investor entity as Additional Insured-Designated Person or Organization (form CG2026 or equivalent). The complete names and addresses of all entities will be provided prior to closing.

Each policy must include a Waiver of Subrogation clause substantially equivalent to the following: "The Company may require from the Insured an assignment of all rights of recovery against any party for loss to the extent that payment therefore is made by the Company, but the Company shall not

acquire any rights of recovery which the Insured has expressly waived prior to loss, nor shall such waiver affect the Insured's rights under this policy".

Each policy must include a provision or endorsement granting the Trustee 30 days notice of cancellation (10 days for nonpayment of premium).

A paid premium receipt, or premium invoice must accompany the evidence of coverage showing the premium paid to date for all required coverages and the outstanding premium that remains unpaid.

NORTHVIEW MIDRISE, LLC

## **New Construction Northview Midrise (PA-09)**

**ARMDC IFB No. 2017-23-E-P-M**

### **WAGE DETERMINATION SCHEDULE**

The construction covered by this contract is subject to the requirements of Clause 47 **Labor Standards - Davis-Bacon and Related Acts** of the General Conditions of the Contract for Construction. In accordance with 47 (a)(1) the wage determination(s) of the Secretary of Labor is attached.

**All Certified Payroll Information submitted must reflect the appropriate Wage Determination.**

### **New Construction Northview Midrise (PA-09)**

Location: Northview Midrise, Pittsburgh

County: Allegheny County, Pennsylvania

Character of Work: **Residential** (consisting of single family homes and apartments up to and including 4 stories).

Specific Trade Required: Not Applicable (covered within selected wage decision)

Type of Wage Decision: General Decision Number: PA170033 09/08/2017 PA33

Modification Number 5

General Decision Number: PA170033 09/08/2017 PA33

Superseded General Decision Number: PA20160033

State: Pennsylvania

Construction Type: Residential

County: Allegheny County in Pennsylvania.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/13/2017
2	01/27/2017
3	06/02/2017
4	08/18/2017
5	09/08/2017

BRPA0009-039 12/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 31.42	19.09
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CARP0142-004 01/01/2017		

	Rates	Fringes
CARPENTER (Including Drywall Hanging and Asphalt Roofing)....	\$ 23.23	11.40
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* CARP1759-007 06/01/2017		

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.01	16.45
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ELEC0005-013 12/23/2016		

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	14.33
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ELEV0006-004 01/01/2017		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.79	31.585+A+B

FOOTNOTE:

A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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\* IRON0003-006 06/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 33.54	29.87

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PLUM0027-005 06/01/2017

	Rates	Fringes
PLUMBER.....	\$ 39.20	21.27

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SHEE0012-006 07/01/2013

	Rates	Fringes
Sheet metal worker Excluding HVAC Duct Work....	\$ 16.61	8.46

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SUPA2003-001 10/31/2003

	Rates	Fringes
Drywall Finishers.....	\$ 15.08	3.40
Laborers, Unskilled.....	\$ 12.70	2.12
PAINTER (Brush and Roller).....	\$ 15.90	4.35
PLASTERER.....	\$ 18.20	5.16
Power equipment operators: (Backhoe).....	\$ 17.34	4.06
Roofer (Excluding Asphalt Roofing).....	\$ 18.70	5.19
Sheet Metal Worker (HVAC Duct Only).....	\$ 16.00	3.08

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

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

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

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

#### Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION