

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**REQUEST FOR PROPOSALS
RFP #600-35-17**

**Project Based Voucher & Gap Financing for
Mixed Finance Developments**

**Due
August 31, 2017
10:00 A.M.**

**To: Mr. Kim Detrick
Director of Procurement
/Contracting Officer
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals
For
Project Based Voucher & Gap Financing
for Mixed-Finance Developments

TABLE OF CONTENTS

Introduction	3
Scope of Services.....	5
Content of Response Documents.....	15
Evaluation Criteria.....	22
Procurement and Award Process.....	24

Attachments

- A. General Contract Conditions, Construction (HUD 5370)
- B. Instructions to Offerors (HUD 5369B)
- C. Certifications and Representations of Offerors (HUD 5369C)
- D. MBE/WBE Special Participation Summary
- E. Section 3 Clause
- F. Cost Proposal
- G. Firm Demographics Form
- H. 504/UFAS Checklist
- I. Development Proposal Requirements
- J. HACP Gap Financing Document Checklist
- K. 2016 Voucher Program Payment Standards (VPS)
- L. Form – HUD – 52667 – Allowances for Tenant Furnished Utilities and Other Services
- M. Application for Project Based Voucher Assistance

SECTION I INTRODUCTION

The Housing Authority of Pittsburgh (“HACP”) continues to pursue opportunities to expand and preserve the availability of quality affordable housing in the City of Pittsburgh. Over the past several years, HACP has repeatedly issued Requests for Proposals for Project-Based Voucher awards. In order to increase the likelihood of proposed projects being implemented, HACP is issuing this revised and enhanced Request for Proposals. Skilled and knowledgeable residential real estate Owner/Developers and/or development firms (hereinafter referred to as “Owner/Developer”) that have the experience and capacity to produce affordable housing units and/or to co-develop affordable housing units in partnership with HACP’s instrumentality, Allies and Ross Management & Development Corporation (“ARMDC”) are encouraged to apply.

HACP is desirous to embark on a strategic neighborhood and community revitalization strategy by investing in the development and/or preservation of up to two-hundred (200) affordable rental housing units throughout the City of Pittsburgh (“City”) over the next thirty-six (36) month period through the utilization of Project Based Vouchers (“PBV”) and last resort gap financing to the extent necessary for new and existing housing units. As this is a concerted city-wide revitalization initiative, HACP may award to multiple proposers. There is no maximum or minimum size requirement for proposed developments. Apart from the organization’s expertise and capacity in successfully funding and implementing comparable projects, the proposals will also be evaluated on how well the proposed plan can positively impact communities and neighborhoods.

To reach the proposed goal of creating or preserving 200 additional affordable housing units, HACP will provide certain financial incentives to support the successful completion of any particular development proposal. The primary tools that may be afforded by HACP to encourage participation and successful creation of affordable housing units are:

- Project Based Voucher Funding
- Last Resource Gap Financing in the form of loan(s) to the Owner/Developer Entity.

Both programs are explained in greater detail in Section II of the RFP. These programs offer operational funding and gap financing incentives that can support partial project financing but not the total development costs of the project. These programs can only be used for affordable housing units, even if those units are within larger unsubsidized developments. Owner/Developers are encouraged to be ingenious in the leveraging of these resources and the structuring of financial deals that could ultimately promote the integration of diverse socio-economic populations and create healthy communities. All of the units supported by these programs must be located within the City of Pittsburgh and Owner/Developers must commit to the long-term preservation and management of the newly developed or rehabilitated communities.

Proposers interested in the Project Based Voucher rental assistance program only should respond to HACP’s separate RFP for Project Based Housing Choice Vouchers. Owner/Developers who apply for, and are selected to participate in, the Gap Financing program, will be required to participate in the Project Based Voucher rental assistance program in accordance with HACP policies and guidelines, as detailed below.

The HACP is a municipal corporation, formed under the U.S. Housing Act of 1937, codified at 42 U.S.C. Section 1401 et seq. as amended and the Housing Authority Law of the Commonwealth of Pennsylvania codified at 35 P.C. 1542, et. seq. as amended. As such, the HACP is charged with providing “affordable decent, safe and sanitary housing for low-income persons.” The HACP has approximately 300 employees and services over 20,000 residents. HACP maintains approximately 4,000 units of rental housing directly or through private management companies; and, through its Section 8 Housing Choice Voucher program, funds the rental of approximately 5,500 other units of privately owned housing.

The United States Department of Housing and Urban Development (“HUD”) provides the funding for these programs. For recipients of Gap Financing, HACP requires that any Developer Services performed are in compliance with all rules, regulations and requirements of Mixed-Finance Development set forth at 24 C.F.R. Part 941 and all other applicable Federal regulations including, but not limited to, the Quality Housing & Work Responsibility Act of 1998 (“QHWRA”), Section 208 of title V of the FY 1999 HUD appropriations Act (Public L.105-276, 112 Stat. 2518, approved October 21, 1998), as amended, and the U.S. Housing Act 1937. In addition to the Federal laws, rules and regulations, all Developer Services must also be performed in compliance with all Commonwealth of Pennsylvania laws and regulations, including where applicable, those governing the Pennsylvania Housing Finance Agency (“PHFA”) Low Income Housing Tax Credit (“LIHTC”) program.

HACP requires that all units developed must be in compliance with all applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Uniform Federal Accessibility Standards (UFAS) and Federal procurement requirements. In addition to the Federal laws and regulations, all the units must satisfy the compliance requirements of the Commonwealth of Pennsylvania laws and regulations and the City of Pittsburgh Building Codes.

HACP’s selection process under this RFP may result in multiple awards for Project Based Vouchers and Gap Financing support that HACP has determined to be in its best interest. As each proposed project’s financing is identified, planned and/or ready for implementation, HACP/ARMDC will analyze the deal and determine if HACP’s investment will assist in the timely implementation of the project. HACP reserves the right to award to one or multiple respondents, or to not make an award. HACP/ARMDC’s provision of gap financing is dependent on availability of funds and once its pool of funds is exhausted, the gap financing shall come to an end as this is a first in first out strategy.

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

Kim Detrick
Director of Procurement & Chief Contracting Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219

A complete proposal package may be obtained from:

Business Opportunities Section of the HACP website, www.hacp.org

Following are the Key Dates associated with this Request for Proposals.

August 31, 2017
10:00 a.m.

Deadline for Submission of Proposals

Kim Detrick – Procurement Director
Housing Authority of the City of Pittsburgh
100 Ross Street 2nd Floor, Suite 200
Pittsburgh, PA 15219

August 10, 2017
10:00 a.m.

Pre-submission Meeting:
Kim Detrick – Procurement Director
Procurement Department
Housing Authority of the City of Pittsburgh
200 Ross Street 9th Floor, Board Room
Pittsburgh, PA 15219

Potential respondents are strongly encouraged in the strongest possible terms to attend the pre-submission conference.

August 17, 2017
10:00 a.m.

Deadline for the submission of written questions.

****Deadlines are subject to extension at HACP discretion and will be communicated as an addendum to this solicitation.**

SECTION II

SCOPE OF SERVICES

The Housing Authority of the City of Pittsburgh (HACP) desires to work with private for profit and/or non-profit Owner/Developers in developing/rehabilitating up to two-hundred-(200) affordable units under this solicitation. HACP is undertaking this solicitation to expand the available housing choices for low and moderate income families in Pittsburgh, to spur development of quality housing in areas where HACP is planning or undertaking redevelopment, and to expand the availability of affordable, quality rental housing in a tightening local real estate rental market. As part of a city-wide revitalization strategy, the locations will be dispersed across communities/neighborhoods throughout the City based upon the scoring criteria. HACP will not be limiting the award of this proposal to one potential proposer. Potential Owners/Developers are encouraged to propose an optimal number of units given their organizational capacity in any given locality. HACP encourages market rate developers who desire to make some of their units affordable to also apply and participate in this strategy. HACP is trying to promote mixed-income housing and follow an open, fair and inclusive process.

The two (2) types of assistance available and to be considered through this process are the PBV assistance and Gap Financing assistance programs. These programs will provide funding sources in part towards the development of *affordable housing units (existing, rehabilitated or newly constructed housing units) within the City of Pittsburgh*. Successful Owner/Developers who receive award of the referenced assistance programs must agree to ensure that the units remain affordable for a minimum fifteen (15) year duration period from placed in service date and remain affordable for a term acceptable to HACP.

HACP's PBV program is designed to conform to the Project-Based Voucher Program Final Rule published on October 13, 2005 at 24 CFR Part 983 as modified by the Housing and Economic Recovery Act of 2008 and Federal Register Notice 73 FR 71037, other applicable Notices from the Department of Housing and Urban Development, the implementing provisions of the Housing Opportunity Through Modernization Act of 2016 (Federal Register Notices 82 FR 5458 and 82 FR 32461), the Housing Authority of the City of Pittsburgh's Housing Choice Voucher Program Administrative Plan and it's Moving To Work Agreement (hereinafter, "MTW"). HACP's Gap Financing Program is designed to serve as the final element of a development plan and/or other plan, which meets the "But/For Test"¹. Any other elements of a proposed project, such as use of HACP or other publicly or privately owned property, or other support beyond the aforementioned assistance, should be addressed separately from the proposals submitted in response to this RFP. It is highly recommended that any such items be addressed prior to submission, as these issues can affect proposal responsiveness and scoring. The available assistance programs are as follows:

A. DESCRIPTION OF PBV PROGRAM

Through the PBV program, HACP will enter into housing assistance payment contracts with selected property Owner/Developers for designated rental units for a term of up to fifteen years

¹ This Request for Qualifications defines the "But/For Test" as, if not for the provision of Gap Financing by HACP, the Developer would not be able to implement the proposed development plan.

subject to annual appropriations of Section 8 subsidy funds. Housing assistance subsidies will be provided while eligible families occupy the rental housing units and the units meet other program standards. HACP's published subsidy standards (See **Attachment A**) will determine the appropriate unit size for the family size and composition.

Note however that certain types of housing units and/or developments are not eligible for PBV assistance including:

- i. Shared housing;
- ii. Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- iii. Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care. However, HACP may approve assistance for a dwelling unit in an assisted living facility that provides home health care service such as nursing and therapy for residents of the housing;
- iv. Units that are owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution;
- v. Manufactured homes;
- vi. Transitional housing;
- vii. Owner/Developer-occupied housing units;
- viii. Units occupied by an ineligible family at the time of proposal submission or prior to execution of the Housing Assistance Payment (HAP) contract; however, HACP will accept proposals for existing properties with a limited number of currently ineligible households.
- ix. Units for which construction or rehabilitation commenced prior to execution of the Agreement to enter into a Housing Assistance Payments contract (AHAP).
- x. Subsidized housing unit types determined ineligible in accordance with HUD regulations. These include, but are not limited to, public housing units; units subsidized with any other form of Section 8 assistance; units subsidized with any governmental subsidy that covers all or part of the operating costs of the housing; units subsidized with rental assistance under Section 236, Section 521 or Section 101; units subsidized with Section 202 including supportive housing for the elderly; units subsidized under Section 811; units subsidized with any form of tenant-based rental assistance as defined at 24 CFR 982.1(b)(2) including units subsidized with such assistance under the HOME program; and, units with any other duplicative federal, state or local housing subsidy as determined by HUD or HACP.

Additional Restrictions and Limitations on the Use of Project Based Voucher Assistance under HUD Income Mixing Requirements:

The number of PBV assisted units in the building cannot exceed the greater of 25 units or 25 percent (25%) of the total number of dwelling units in the project. The only currently available exceptions to this cap are:

- i. Units exclusively serving elderly families (head, co-head, spouse or sole members is 62 years of age or older).
- ii. Units made available specifically for households eligible for supportive services available to all households of the project such as families with a

household member with a disability, as well as other populations. This exception is designed for housing with linked supportive services for various special needs populations that have a preference for families requiring the available services. See HUD regulations at 24 CFR 983.56 as amended by notices implementing HOTMA, as referenced above.

- iii. Projects in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey 5-year estimates, are subject to an alternate cap of 25 units or 40 percent of the total number of dwelling units in the project.

Please note that Federal Register Notice 82 FR 32461 published July 14, 2017, states that a PHA may not rely solely on participation in or availability of a Family Self-Sufficiency Program for the unit to meet the supportive services exception.

Proposers considering “*Excepted Units*” MUST:

- i. **Specifically identify the exception requested, and provide evidence of eligibility for the exception;**
- ii. **For exception units for supportive services, specifically identify the service to be provided, the entity providing the service, and provide a detailed description of the service including a description demonstrating service availability to all resident households and any preferences proposed for households requiring those services.**

ALL Sites selected for PBV assistance must:

- i. Be in full compliance with the applicable laws regarding non-discrimination and accessibility requirements, including the Fair Housing Act and Title VI of the Civil Rights Act of 1964;
- ii. Meet Housing Quality Standards (HQS) (HQS is a series of standards for unit condition related to habitability, safety, and decency. HQS standards can be found at 24 CFR Part 982.)
- iii. Meet PBV Site Selection Standards in 24 CFR Section 983.57. Proposers can use the alternative site and neighborhood selection requirements included in the Housing Authority of the City of Pittsburgh’s Moving To Work Agreement and HCV Administrative Plan, instead of the Site Selection Standards in 24 CFR 983.57, as follows:
 - a. Units may be located in HACP’s jurisdiction, including within, but not limited to, the following types of urban areas: (i) an area of revitalization that has been designated as such by the City of Pittsburgh, including Redevelopment Areas and Enhanced Enterprise Communities, (ii) an area where public housing units were previously constructed and were demolished, (iii) a racially or economically impacted area where the assisted units are part of an HACP strategy to preserve existing affordable housing, (iv) an area where the Authority is undertaking a HOPE VI or other HUD-funded, master-planned development, (v) an area where a needs analysis indicates that subsidized housing represents a low percentage of the total number of

- housing units, or, (vi) an area with a low concentration of public housing units where existing public housing units are being relocated.
- b. A housing needs analysis indicates that there is a real need for the housing in the area.
- c. The site selection complies with the Fair Housing Act and Title VI of the Civil Rights Act of 1964, and implementing regulations thereto.

Additional Requirements and Procedures for Selected Projects

For Rehabilitation or New Construction Projects

Activities under the PBV program are subject to HUD environmental regulations and review under the National Environmental Policy Act (NEPA) by local authorities.

When rehabilitated or newly constructed housing sites are selected for PBV assistance, the Owner/Developer must agree to develop the contract units to comply with Housing Quality Standards (HQS as defined at 24 CFR Part 982). The Owner/Developer and the Owner/Developer's contractors and subcontractors must comply with all applicable State and federal labor relations laws and regulations, federal equal employment opportunity requirements and HUD's implementing regulations.

HACP will enter into an Agreement to Enter into a Housing Assistance Payments Contract (AHAP) with the selected proposer(s) subsequent to selection and confirmation of compliance with program requirements. **Please note that any required environmental reviews as required by NEPA regulations, UFAS design approval by HACP's third-party certifier, and any subsidy layering reviews, if applicable, must be completed prior to execution of the Agreement to Enter into a Housing Assistance Payment Contract (AHAP), and that construction cannot begin until the AHAP Contract has been executed.**

For proposals indicating a gap in financing due to pending funding applications or letters of intent rather than binding commitments, proposers will have one-hundred-eighty (180) days from date of award to produce evidence of all necessary financial commitments, prior to HACP entering into an Agreement. If additional time is required, extensions can be requested. **Proposals indicating a gap in financing without a letter of intent, pending application, or specifically identified and available potential funding source (such as an open, announced, or recurring solicitation or competition, including possible Last Resort Gap Financing offered by HACP) will not be considered.**

Once units are completed, required documentation of completion has been submitted and approved, any applicable and required certifications have been received, have passed the required HQS inspection, and qualifying tenants have been approved for occupancy, HACP will enter into a Housing Assistance Payments ("HAP") contract with the Owner/Developer for all sites selected and approved for PBV assistance. Proposers are encouraged to review the sections of the AHAP regarding completion requirements, and consider if all units will be completed at once, or if a phased completion is anticipated. If the project is proposed as a single phase

project, ALL aspects of construction must be complete before the HAP contract can be executed. HACP will make housing assistance payments to the Owner/Developer in accordance with the HAP contract for those contract units leased and occupied by eligible families during the HAP contract term subject to funding availability.

For All Projects

HACP will complete initial eligibility screenings for all applicants; however, the Owner/Developer is responsible for screening and selection of the family to occupy the development unit.

During the course of the tenant's lease, the Owner/Developer may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose. Upon expiration of the lease the Owner/Developer may: renew the lease; refuse to renew the lease for good cause; refuse to renew the lease without good cause.

The amount of the rent to Owner/Developer is determined in accordance with HUD regulations. The rent to Owner/Developer including any applicable tenant utility allowances must not exceed the lowest of:

- i. An amount determined by HACP, not to exceed 110 percent of the applicable fair market rent (FMR) for the unit bedroom size including any applicable tenant-paid utility allowance (see Attachment 2);
- ii. For units meeting the Uniform Federal Accessibility Standards (UFAS), an amount determined by HACP, not to exceed 120 percent of the applicable fair market rent (FMR) for the unit bedroom size including any applicable tenant-paid utility allowance;
- iii. The reasonable rent; or
- iv. The rent requested by the Owner/Developer.

Please include proposed rent levels in your proposal. Final rent levels will be determined upon HAP execution.

Current PBV Housing Payment Standards for determining maximum rents and HACP's utility allowances are attached as an exhibit to this RFP. (See Attachments 1 & 2)

Rent levels are subject to HACP review and approval, including review for rent reasonableness, as required by HUD.

The total rent to the Owner/Developer for PBV assisted units consists of the tenant rent (the portion of the rent to Owner/Developer paid by the family) and the rental assistance paid by HACP in accordance with the contract with the Owner/Developer.

APPLICATION REVIEW FOR PROJECT BASED VOUCHER PROGRAM

The HACP will review all applications and before selecting units, the HACP will determine that each application is responsive to and in compliance with the HACP's written selection criteria and procedures, and in conformity with HUD program regulations and requirements.

ALL PROPOSALS MUST PROVIDE ADEQUATE INFORMATION FOR THE HACP TO DETERMINE PROPOSAL COMPLIANCE WITH THE FOLLOWING:

- Evidence of site control (e.g., sales agreement, option, deed, letter of intent) by proposer or committed proposer partner(s). Where the site is controlled by a public entity such as the HACP or the Urban Redevelopment Authority, documentation of the availability of the site, the intent of the controlling entity, and the status of negotiations with the controlling entity and of the disposition process must be included.
- That the Owner/Developer and other project principals are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs.
- Proposed initial gross rents must not exceed 110% (120% for UFAS units) of the applicable Fair Market Rent including any applicable allowance for tenant-paid utilities for the size of the unit.
- Property must meet eligibility requirements under §983.53 (Eligible and ineligible Properties and HACP- owned units), §983.4 (Other Federal requirements), and the Site and Neighborhood Standards detailed above.
- Property will not be constructed or rehabilitated with other assistance under the U.S. Housing Act of 1937 in accordance with §983.54.
- No construction has begun. Recent HUD guidance indicates that for purposes of the Project Based Voucher Program, construction includes site preparation, and HACP is prohibited from entering into an AHAP if construction work, including site preparation, has been initiated.
- Site selection standards in accordance with §983.57; or the alternate MTW Site and Neighborhood Selection Standards as detailed above.
- If rehabilitation of existing, occupied units is proposed and relocation of current households is necessary to complete the rehabilitation work, Compliance with applicable relocation laws and regulations including the Uniform Relocation Act is required. (Please note that the use of other federal housing and community development funds in a project can trigger additional regulatory requirements for tenant relocation such as Section 104(d) of the Housing and Community Development Act of 1974.

Not more than the greater of 25 units, or 25 percent (25%) of units in a project, are eligible for PBV assistance, except to the extent such projects include exception units or qualify for the alternate cap, as described above.

If a project does not meet the requirements indicated above, it will be designated non-responsive.

Proposals that meet these requirements will be evaluated and ranked by the PBV Selection Panel. An HACP ranking list will be prepared according to the points awarded to each proposal. The HACP may, in its discretion, select one or more of the proposals submitted, or none of the

proposals submitted. HACP currently projects awarding approximately 200 project based vouchers as a result of this RFP.

The HACP reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HACP to be in its best interests. The HACP reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services. The HACP shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP.

OTHER REQUIREMENTS FOR THE PROJECT BASED VOUCHER PROGRAM

1. Before executing an Agreement to Enter into a Housing Assistance Payment Contract with any selected Owner/Developer, HACP must confirm the following has been completed:
 - a. Rents are established in accordance with 24 CFR §983.301 through 983.354, and approved by HACP.
 - b. Subsidy-layering contract rent review has been completed by HUD or its approved designated agency, if applicable. HUD subsidy layering review guidelines will consider the effect the operational support provided to the project by the PBV's will have in regards to the level of subsidy "required to make the project feasible without overcompensation." This may include analysis of the amount of cash flow generated by a project over a 15 year operating pro forma period, in order to determine if excess funding exists in the project. If the cash flow analysis, minus any required reserve amounts, exceeds 10% of total expenses, than the PBV assistance may be greater than necessary to provide the affordable housing. The subsidy layering review may also include development costs and fees to determine if they are within HUD established safe harbor standards.
 - c. Environmental clearances in accordance with §983.58, if applicable.
 - d. UFAS design approval by HACP's third party certifier.
2. Before an agreement is executed for new construction and rehabilitation units, the Owner/Developer must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications comply with housing quality standards, local codes and ordinances, and zoning requirements.

B. DESCRIPTION OF GAP FINANCING PROGRAM

HACP intends to offer Gap Financing designed to be the last source of funds required to implement a development strategy. HACP will only provide Gap Financing to a particular project that has met all of the following criteria:

- Owner/Developers have secured a Project Based Voucher Award from the HACP through this solicitation.

- Owner/Developers must secure either a 9% or 4% allocation of Low Income Housing Tax Credits from the Pennsylvania Housing Finance Agency (PHFA), or raise enough equity from alternate sources greater than, or equal to, the expected 9% or 4% Low Income Housing Tax Credit allocation;
- Owner/Developers have secured commitment of other gap financing, if any additional gap after applying HACP's funds, from 3rd parties other than HACP before HACP can commit any funding to the deal;
- Owner/Developers must secure written commitments from all possible funding sources (i.e. loans, grants, private equity, etc.) and
- Owner/Developers must meet HACP's "But/For Test."

The maximum amount of Gap Financing to be considered by HACP will be in accordance with the following schedule:

<u>LIHTC or equivalent financing Awarded or otherwise secured</u>	<u>HACP Per Unit Gap Financing Amount</u>	<u>HACP Maximum Gap Financing Amount</u>
9%	\$25,000	\$1,000,000
4%	\$87,500	\$3,500,000

Owner/Developers that meet the criteria outlined above, demonstrate the experience and capacity outlined in Section IV of this RFP and provide a financially sound development proposal may be eligible for HACP Gap Financing.

GENERAL & SPECIFIC REQUIREMENTS FOR GAP FINANCING PROPOSALS

A. General Requirements

An Offeror may be a "for-profit" or a "non-profit" entity that plans to incorporate affordable rental housing in its proposed development, and utilizing the HACP financing incentives programs referenced in this RFP. Each Offeror must be in good standing with HACP, and any Federal, State or Municipality that has or has had a contracting relationship with the Property Owner/Developer. Therefore, if a Federal, State or Municipal entity has terminated any contract with an Offeror for deficiencies or defaults, that Offeror is not eligible to submit a Response to this Solicitation.

Generally, all developments will be required to remain affordable to the households it serves at the initial levels of area median income identified by the Developer, and approved by HACP, at the time for which the development proposal was accepted and subsequent agreements have been consummated. Any deviation from the agreed upon affordability levels shall be approved at the sole discretion of HACP and bound by the Federal, State and Local rules and policies governing the respective financing programs.

Additionally, at the agreed upon expiration of the affordability term, the Owner/Developer will offer HACP the Right of First Refusal to purchase the property fee simple and in an amount not to exceed the amount of any existing HACP debt associated with the property at the time the Owner/Developer proposed to transfer the property to HACP.

Affordability Restriction: The HACP must record a use agreement acceptable to HUD on the proposed project which sets forth the conditions imposed on the units. In general, the income restriction will be consistent with PBV income requirements and the term of affordability would be consistent with term of HACP's gap financing loan.

Accessibility Requirements:

As a general rule of thumb, ten (10) percent of units proposed to HACP, must have the following minimum characteristics:

- The existing units must be accessible so that they are in accordance with Section 504/UFAS/ADA requirements, and/or
- The existing units may be modified to meet the Section 504/UFAS/ADA requirements and/or

The Owner/Developer may propose to develop accessible units that meet Section 504/UFAS/ADA requirements. An additional 2 percent of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

Each 504/UFAS/ADA unit proposed to HACP **MUST** demonstrate accessibility for, at minimum, five-(5) elements of 504/UFAS/ADA Requirements:

- A. Housing units
- B. Interior Accessible Route, such as hallways and elevators
- C. Parking areas and the path from the parking spaces to the living units
- D. Common Areas, including but not limited to, the tenant trash receptacles and any ancillary property uses such as on-site playgrounds or recreation facilities
- E. Non-Housing Program Facilities, if applicable.

The information provided above is only intended as a guide, but the Owner/Developer must ensure that each proposed unit per the established development ratio of 10% and 2% are in full compliance with Section 504/UFAS/ADA requirements.

For each 504/UFAS unit proposed, the Owner/Developer shall complete the **UFAS Checklist** attached hereto as **Attachment H**. For units proposed to be developed, the Owner/Developer shall use the **UFAS Checklist** as a guide as well as the **Fair Housing Act Accessibility Guidelines and Supplements**, the **Fair Housing Act Design Manual**, the **Uniform Federal Accessibility Standards (UFAS)** and the **Americans with Disabilities Act (ADA) Standards for Accessible Design** in the design process including submission of the designs to a predetermined Third-Party Certifier under contract with HACP for review and input and revision of the design documents accordingly prior to construction and for final construction approval.

B. Specific Requirements

Within 180 days of notice of selection, and prior to Board approval, the selected Owner/Developer shall provide to HACP a Development Proposal containing the information set forth in **Attachment I**.

SECTION III

CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend this entire Request for Proposals. Proposals received without all of the required information may be deemed non-responsive. Offerors must submit one (1) original plus three (3) paper copies of their technical proposal and one (1) electronic copy in .PDF format on a CD. Project Based Voucher Program proposal sections must include the 'application form', or that information in the format provided by HACP. Only paper applications will be accepted. Format is provided as described below.

Proposals for PBV assistance must provide information on the following topics and in the listed order:

1. General Information:
 - (a) Letter of Interest including contact name and telephone number (Cover letter)
 - (b) Type of Organization; Corporation, Limited Liability Company, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, members, partners, principals and any other persons exercising control over the entity(ies).
 - (c) Organizational Certifications:
 - (d) Copies of Certificate of Incorporation, Certificate of Organization, Partnership Agreement, Joint Venture Agreement or other organizational documents.
 - (e) All applicable Licenses/Certifications.
 - (f) A corporate or partnership resolution signed by the Secretary of the Corporation or Partnership and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.
2. Listing and narrative of the Respondent's Team Members and the roles each will have in the initiative being pursued under this RFP.
3. Attachment M Application Form (available in electronic format at www.hacp.org) including:
 - Building Information
 - Need for PBV assistance to make the project feasible
 - Other forms of assistance received
 - Other affordability restrictions (if any)
 - Handicapped unit accessibility features
 - Intended resident population
 - Tenant selection criteria and plan
 - Unit Information
 - Community/Neighborhood Amenities
 - Unit/Development Amenities
 - Owner/Developer experience owning/developing rental housing
 - Owner/Developer experience managing/maintaining rental housing
 - Management and Maintenance Plans

- Services to be provided, with service providers, if applicable (Including services for all residents. Services provided that are required of residents for occupancy in “Excepted Units” should be included in an Additional Exhibit as described under 4.e. below).
- Additional narrative pages may be added. It is recommended that a narrative highlighting applicable items from the Application Form that correlate to each of the rating factors on page 14 be included.

4. Additional Exhibits

- (a) Sources and Uses for Rehabilitation/Construction Financing
- (b) Project Draft Pro-forma
- (c) Clear Evidence of Site Control (documentation of Owner/Developer or agreements with property Owner/Developer)
- (d) For New Construction Proposals – Schematic Site Plan showing building footprints, parking, and rough site grades.
- (e) For “Excepted Units” – the number of units by size and type, description of specific services to be provided, identification of the service provider and their qualifications, and information on the contract of participation requirements and the monitoring measures to be utilized by management to verify compliance.

5. Minority and Women Business Participation (Attachment D)

Describe ways the Respondent will utilize MBE/WBE businesses to meet HACP’s and the City of Pittsburgh’s goal of 18% Minority owned and 7% woman owned business participation. **The attached Special Participation Summary must be completed.** Submission of additional narrative with a detailed plan to maximize the participation of MBE/WBE in the award of contracts/purchase of goods and services is encouraged.

5. Section 3 Participation Plan (Attachment E)

Describe ways the Respondent will comply with HACP’s Section 3 Policy for hiring HACP residents and/or other local low-income individuals by completing the Section 3 Plan included as an Attachment, and adding additional narrative as needed. **The attached Section 3 Plan, including a Tier Selection and attachment if required, must be completed.** Submission of additional narrative with a detailed plan to maximize the hiring of Section 3 residents by the proposer, contractors, and subcontractors is encouraged.

Also, if the Respondent is not a community-based organization, please describe the respondent’s experience in working with community-based organizations to achieve locally determined goals such as local business participation and local hiring. Include a description of the specific roles and responsibilities of any partnering organizations.

Organizations or individuals also submitting **proposals for Last Resort Gap Financing** should fully read and comprehend the *Instructions to Offerors* provided in **Attachment B**. Responses received without all of the required information may be rejected. **In a separate sealed envelope** submit one (1) paper copy and (1) electronic copy in PDF format of the fee proposal. **Offerors must submit one original plus three (3) copies of their proposal.**

Proposals for Gap Financing must include, in the same order as herein below set forth and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

Please provide the following Organizational Certifications:

- (1) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
- (2) All applicable Licenses/Certifications.
- (3) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Development Team Experience

Provide details of the experience of each member of the Development Team as outlined below:

- i. **Developer:** Describe the team's experiences in successfully working on projects with similar scope of work as the one described in this request for proposal. Also state how many development projects the firm has completed in the past 3-5 years and include the following attributes associated with each project:
 - (1) Project Name
 - (2) Number of Units
 - (3) Number of Affordable Units
 - (4) Financing Sources (including 4% or 9% LIHTCs)
 - (5) Current Stage of Development (i.e. Pre-development, Construction, Lease-Up or Stabilization)
- ii. Provide the names and resumes of the key staff members that will be assigned to this project if the Offeror is successful and how many projects each has successfully managed. Please also describe whether your team has any experience working on acquiring/rehabilitation and developing housing units including 504/UFAS compliant units.
- iii. **Architect/Engineer:** Describe the A/E proposed for this project's experiences in successfully designing units including 504/UFAS compliant units. Provide the Architect/Engineer's knowledge and experience in state and local building codes and regulations. Provide the names, addresses and contact person who were actually involved in the project and the contact number for each. Provide the names and resumes of the key staff members that will be assigned to this project if the Offeror is successful and how many projects each has successfully managed.

- iv. **General Contractor (if applicable):** Describe the General Contractor proposed for this project's experiences in successfully constructing or rehabilitating units including 504/UFAS compliant units. Provide the General Contractor's knowledge and experience in state and local building codes and regulations. Provide the names, addresses and contact person who were actually involved in the project and the contact number for each. Provide the names and resumes of the key staff members that will be assigned to this project if the Offeror is successful and how many projects each has successfully managed.

C. References

For both the development team and the A/E firm, provide a list of references for developments or projects in which each firm has performed services similar to those described in this Request for Proposals. Such listing shall include at least the following information.

- (1) Name of the contracting entity.
- (2) Name, title and a telephone number of a contact person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the project and who was involved in managing the contract between the Respondent and the contracting entity.
- (3) Start and Completion dates of each project.
- (4) Description of Respondent's responsibilities including; planning, designing, construction, UFAS certification, etc.

D. Capacity

Provide background information regarding the organization/firm's capacity, facilities and resources. Ascertaining project financing viability that leads to implementation of the project is critical to this program; please enlist person(s) within your team who would have the experience and capacity to see this through. Also, please provide information regarding each identified staff member of the lead entity, development partners and sub-consultants to be assigned to this project that accurately describes his or her relevant experience providing services similar to those described in this proposal.

E. Methodology

Describe the methodology for each of the following:

- (1) **Project Financing:** *Describe the Owner/Developer's financing methodology and sources of financing for at least three recently completed projects, ongoing and/or planned projects. Include sources and uses, performance and equity calculation for LIHTC deals.*
- (2) **Design Phases of the Project:** Describe the methodology that the A/E firm will utilize in response to HACP's request for proposal above. Please also describe how your proposal will assist with the rehabilitation and strengthening of your neighborhood. Additionally, please describe the design process during the Schematic/Preliminary Study, Design Development, Construction Documents and Construction Administration Phases of the project. Describe the process the A/E will put in place to ensure that HACP and its 3rd Party Certifier participate in the design process.

- (3) **Quality Control:** Provide a description of the actions the Offeror has taken in the past and will be taking for this project to ensure that all documents, drawings and specifications comply with all local and Federal requirements including Section 504, Uniform Federal Accessibility Standards (UFAS), American with Disabilities Act (ADA) and Fair Housing regulations, and that they also clearly describe the work and will limit change orders, contract modifications and time extensions to a minimum.
- (4) **Construction Phase of the Project:** Provide a Construction Schedule in critical path format detailing all activities anticipated to be performed by the construction contractor during construction with an anticipated completion date. The completion date would have to reflect a viable construction period. Depending on units proposed, the completion date has to end before or within HACP's timeline of getting this done; within a total period of five (5) years.
- (5) **Construction Administration:** Provide a description of the actions the Respondent has taken in the past and will be taking for this project to administer the resultant construction contract to ensure compliance with construction schedule. Also, describe the staff that will be assigned during construction and their respective roles.

F. Legal Information about the Property

In the event the Owner/Developer has identified parcels of land/property being proposed for consideration over the next 24 months, each Proposal shall include the following information:

- (1) Legal name and address of the actual Owner/Developer of the property. If a company/partnership, the names and addresses of the principal officers/partners of the firm/partnership.
- (2) Legal name(s) and address(es) of the agent(s), if any, for the legal Owner/Developer of the property.
- (3) Legal Description of the Property including zoning information.
- (4) Copy of the Deed conveying the property to the Legal Owner/Developer.
- (5) If an agent is involved, copy of the Principal/Agent Agreement.

G. Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors in Attachment C.

H. To demonstrate capacity and proper due diligence, Owner/Developers must submit the following as a part of their request for HACP Gap Financing:

1. **Project Narrative:** Project narratives should be concise and should describe, at minimum:
 - a. Project location
 - b. Project size
 - c. Project use (i.e. residential, mixed-use, etc.)
 - d. Targeted income mix
 - e. Access to amenities
 - f. Development team members
 - g. Projected schedule

2. **Development Budget:** Development budgets should include all proposed sources of funds. The sources should reflect both financial awards that are pending and awards that have been secured. The development budget should also include a projection of both hard construction costs and soft costs necessary to complete the development. Lastly, the development budget should capture any assumptions made by the Owner/Developer in designing the financial plan.
3. **Operating Pro Forma:** Operating Pro formas should clearly illustrate reasonable assumptions round rental income, vacancy rates, net operating income and debt coverage ratios. The operating pro forma should clearly should a direct relationship to the amounts found in the development budget.
4. **Financial Commitments:** Financial commitments can take the form of a Commitment Letter and/or Term Sheet from financial institutions or a Letter of Intent from other equity providers

Upon HACP's customary reviews, financial underwriting and appropriate due diligence, HACP may provide Owner/Developers with a conditional commitment letter. This conditional commitment letter is designed to enhance any particular Owner/Developer's efforts to secure commitments from all other financing sources prior to participating in HACP Gap Financing program.

HACP may consider multiple methods in its provision of Gap Financing to include, but not be limited to the following:

- Low interest loan(s) to be repaid from cash flow
- No interest loan(s) if HACP's instrumentality, ARMDC, is a member of the Owner/Developer entity.
- Deferred loan(s)

All forms of Gap Financing will be subject to HACP's policies and procedures and approval by the Board of Commissioners. Owner/Developers receiving an award of Gap Financing must perform services in compliance with HACP's policies and procedures and all rules, regulations and requirements of Mixed-Finance Development set forth at 24 C.F.R. Part 905, Subpart F and all other applicable Federal regulations.

SECTION IV EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. Responses may receive a maximum score of one hundred twenty (120) points subdivided as follows:

Site Location/Community Amenities:	Maximum	25 points
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Areas meeting the HACP site selection criteria under Section II, Item a. on pages 6-7 of this RFP will receive more points. Sites with good access to community amenities such as parks, schools, and stores, and to transportation and employment centers will also receive more points. Additionally, proposals will also be evaluated on the property's proximity to shopping, transportation and other services that will enhance the resident's quality of life, and will not contribute to concentration of low income housing or is not located near other HACP properties and is located in a low minority census tract with low poverty concentration except in a neighborhood where HACP is actively redeveloping. The design of property blends in with surrounding neighborhood; and that the units proposed will be of good design and construction quality.

Capacity of Owner / Developer	Maximum	30 Points
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The Owner/Developer Team has the necessary capacity to deliver the scope of services, secure funding/financing and implement the project as referenced in this RFP including 504/UFAS compliant units on a timely basis. Owner/Developers who have finished similar PBV and/or development projects and can show a high likelihood that the project will be completed successfully will be scored higher. Owner/Developers who have demonstrated management capacity and have managed similar projects will be scored higher.

Methodology	Maximum	15 points
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The Owner/Developer Team's proposed use of innovative and cutting edge methods to satisfy HACP's requirement for the rebuilding and revitalization of neighborhoods via the development of affordable housing units.

Design/Unit Amenities & Public Purpose including UFAS Units:	Maximum	10 points
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Good design, especially utilizing "green" building principles will be scored higher. Also, design for the disabled including visit-able units and units on one level with 0 or limited steps will be scored higher. HACP's public purpose emphasizes a need for units in a variety of bedroom sizes; projects that include 1, 4 and/or 5 bedroom units will receive additional points in this category.

Project Feasibility/Readiness to begin Construction:	Maximum	15 points
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Evidence of readiness to proceed will be considered. Renderings, floor plans, schematic site plans, scope of work or other documentation all may be submitted. Evidence that financing is in place to complete the project will also be considered in this criteria item.

MBE/WBE Participation

Maximum 10 points

Demonstrated experience and commitment of the Offeror to assist the HACP in meeting its requirements and goals related to Minority/Women Business Participants.

Section 3 Goals

Maximum 15 points

Respondent's demonstrated experience and/or proposed efforts to assist HACP in meeting its Section 3 goals by hiring HACP residents and/or other income individuals.

Deductions

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

SECTION V PROCUREMENT AND AWARD PROCESS

Pursuant to 24 CFR 983, 2 C.F.R. 200.319, & 24 C.F.R. Section 85.36(d)(3) and if relevant 24 C.F.R. Section 900.316, HACP is conducting this competitive selection. The following instructions are intended to aid Property Owner/Developers in the preparation of their Responses:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **August 10, 2017 at 10:00 a.m. at 200 Ross Street, 9th Floor, Board Room, Pittsburgh, PA 15219**. Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

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

All prospective respondents are strongly encouraged to attend the Pre-Submission Conference and site visit. Failure to attend will not excuse the legal contractual duties imposed by this Solicitation and the subsequent contract on each respondent to familiarize itself with the varying conditions at each site.

B. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, and/or by fax, to all potential Offerors who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required thus enabling them to submit Responses. **No claim whatsoever and/or change orders will be accepted arising out of Offerors failure to visit the project to study the local conditions of the project prior to submitting responses.**

C. Submission of Responses and/or Amendments to Responses; Deadlines

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

Mr. Kim Detrick
Director of Procurement & Contracting Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor
Pittsburgh, PA 15219

Responses must be received at the above address no later than **August 31, 2017, at 10:00 a.m.**, regardless of the selected delivery mechanism. Emailed or Faxed proposals will **NOT** be accepted.

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

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

D. Evaluation and Award Process

HACP staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. HACP may allow an Offeror to correct minor deficiencies in its Proposal that does not materially affect the Proposal.

All Proposals determined to be complete and responsive will be provided to an HACP Evaluation Committee. HACP's Evaluation Committee will evaluate the Proposals utilizing the criteria established in Section IV of this Request for Proposals.

HACP reserves the right to interview selected Offerors in the competitive range, request additional information from selected Offerors and/or negotiate terms and conditions with selected Offerors.

HACP will perform a responsibility determination of the highest-ranked Offeror, which may include reference and background checks.

HACP shall not be responsible and will not reimburse any Offeror for any cost(s) associated with preparing a proposal.

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT A

General Contract Conditions
for
Construction (HUD 5370)

(TO BE COMPLETED FOR GAP FINANCING PROPOSALS ONLY)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. This form is applicable to construction/development contract greater than

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to Completion	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of Construction	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "shown" or "indicated", "detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA

**HOUSING AUTHORITY
OF THE CITY OF PITTSBURGH**

the premises.

- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required on this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name: _____

Title: _____

Date: _____

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a made policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

ATTACHMENT C.1 – SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

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

If HUD 5370 applies:

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

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

If HUD 5370-EZ applies:

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

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

If HUD 5370-C applies:

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: _____ Signature: _____
Contracting Officer

Vendor Name(Insert vendor company name above)

Date: _____ Signature: _____

Title: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT B

Instruction to Offerors for Non-Construction (HUD 5369B)

(TO BE COMPLETED FOR GAP FINANCING PROPOSALS ONLY)

ATTACHMENT B

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

- 03291 -

Instructions to Offerors
Non-Construction

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

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

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

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

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT C

Certifications and Representations of Offerors (HUD 5369C)

(TO BE COMPLETED FOR GAP FINANCING PROPOSALS ONLY)

ATTACHMENT C

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

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT D

Special Participation Summary
(MBE WBE Participation Goals)

Offeror: _____

RFP#: _____

Due Date: _____

ATTACHMENT D - SPECIAL PARTICIPATION SUMMARY**I. SMALL BUSINESS PARTICIPATION**

Is the Offeror a Small Business as defined by the size and standards in 13 CFR 121?

Yes _____ No _____

II. MINORITY BUSINESS PARTICIPATION

Is the Offeror classified as a Minority Business Enterprise as defined in Art. 2, Part C of HUD-5369-C?

Yes _____ No _____

If "No", area any Consultants classified as Minority Business enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

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

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Offeror classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C of HUD-5369-C

Yes _____ No _____

If "No", area any Consultants classified as Women-Owned Business Enterprises?

Yes _____ No _____

If "Yes", please fill in the following chart:

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE 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 (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE					
COMPANY NAME									
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED						
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT \$	PERCENT OF TOTAL BID %					
MBE _____ WBE _____	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE					
COMPANY NAME									
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED						
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT \$	PERCENT OF TOTAL BID %					
MBE _____ WBE _____	TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL	COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE					
COMPANY NAME									
ADDRESS		QUOTE RECEIVED	AMOUNT COMMITTED						
CONTACT PERSON PHONE		YES NO	DOLLAR AMOUNT \$	PERCENT OF TOTAL BID %					

Prepared by:

Title:

Phone:

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE RECORD
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
MBE/WBE 3-YEAR RECORD

BIDDERS NAME: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

PROPOSAL AND BID FOR: _____

List below all contracts with the Housing Authority of the City of Pittsburgh
during the past three years and the MBE and WBE participation obtained.

CONTRACT TITLE	CONTRACT DATE	AMOUNT	% PARTICIPATION		COMMENTS
			MBE	WBE	

Prepared by:

Title:

Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE SOLICITATION AND COMMITMENT STATEMENT
ADDITIONAL INFORMATION SHEET

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

Prepared by:

Title:

Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE EXHIBIT

MBE/WBE COMMITMENT WAIVER REQUEST FORM

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

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

Prepared by: _____ Title: _____ Phone: _____

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals for minority and female participation at the Housing Authority of the City of Pittsburgh are pursuant to the Mayor's promulgated Executive Order, and the action of the Housing Authority Board. Expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, these goals are eighteen percent (18%) of the total cost of the contract to be expended for minority participation and seven percent (7%) for women participation. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in Section 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in Section 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in Section 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification, 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:

Mary Ann Sedlacek
DOL Pittsburgh District Office
Room 1132, Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222

The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is within the Commonwealth of Pennsylvania, County of Allegheny, City of Pittsburgh.

Sample M/WBE Commitment Letter

<Date>

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: <Name of HACP Project>

Dear <Name of Contact Person at MBE or WBE Firm>

<Name of Prime Bidder> has submitted a bid for the above referenced project to the Housing Authority City of Pittsburgh (HACP).

If we are the successful bidders and awarded the contract, <Name of Prime Bidder> intends to utilize <Name of proposed MBE or WBE firm> as follows:

Scope of Proposed Services: _____

Estimated Dollar Value: _____

Please call should you have any further questions. We thank you for your continuing interest.

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT E

Section 3 Clause and Section 3 Participation Plan

ATTACHMENT E - 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 135/2 CFR Part 200, 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 135/200 regulations.

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

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 2 CFR Part 200/24 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 2 CFR Part 200/24 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 2 CFR Part 200/24 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 2 CFR Part 200/24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR Part 200/24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135/2 CFR part 200 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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



SECTION 3 OPPORTUNITIES PLAN

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

PRIME CONTRACTOR'S NAME: _____

SPECIFICATION OR RFP/IFB/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 135.1/2 CFR 200 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

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

☐ Tier I – **HIRING**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____.

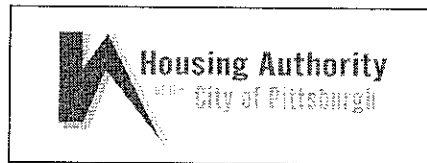
The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the HACP Resident Employment Program for resident referrals at 412-395-3950, Ext 1048.**

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

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

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

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



SECTION 3 OPPORTUNITIES PLAN

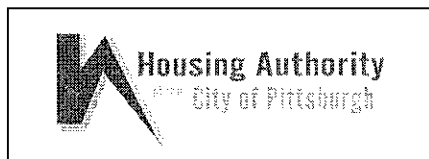
Section 3 Labor Utilization Assessment and Plan							
SPEC or RFP TITLE:					SPEC or RFP NUMBER:		
JOB TITLE (1)	# NEEDED (2)	NUMBER OF POSITIONS			TO BE FILLED (6)	HIRING REQUIREMENT	
		CURRENTLY FILLED				LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

LIPH – HACP low income public housing resident

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

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

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



SECTION 3 OPPORTUNITIES PLAN

☐ Tier II – CONTRACTING

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

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

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

☐ Tier III - OTHER ECONOMIC OPPORTUNITIES

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

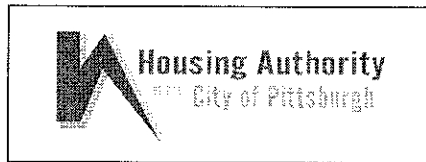
- a) Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale; or,
- b) Contractor makes a contribution to the HACP Education Fund at Clean Slate E3 to provide assistance to residents to obtain training.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

Contractor shall provide, in a letter on firm letterhead:

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

☐ Tier IV – No New Hire Opportunity

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



SECTION 3 OPPORTUNITIES PLAN

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

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

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT F

**Development Sources and Uses Budget
20-Year Cash Flow Pro-Forma**

(TO BE COMPLETED FOR GAP FINANCING PROPOSALS ONLY)
(TO BE PROVIDED IN A FORMAT DETERMINED BY THE OFFEROR)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT G

Firm Demographics Form

ATTACHMENT G - Firm Demographics																	
		Male							Female								
	All employees	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total Males	White American	African American	Hispanic American	Asia American	Hasidic Jew American	Other American Minority	Foreign	Total # of American Minorities
Partner																	
Associate																	
Professional																	
Secretarial																	
Clerical																	
Other																	
Total																	

Explain all other American Minority:

Be certain that the numbers in this table are accurate and add up correctly.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT H

504/UFAS Checklist

(TO BE COMPLETED FOR GAP FINANCING PROPOSALS ONLY)

Facility Name _____
 Address _____
 Unit/Apartment Number _____
 Telephone Number _____
 TDD/TTY Number _____

Name of Reviewer(s) _____
 Date(s) of Review _____
 Date Building was Built _____
 Date(s) of Renovations, if any _____
 (Any structure built after July 11, 1988 is considered New Construction)

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT OFFICE OF FAIR HOUSING & EQUAL OPPORTUNITY UFAS ACCESSIBILITY CHECKLIST

NOTE:

1. This checklist is to be used in conjunction with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. § 40, Appendix A. (www.access-board.gov/ufas/ufas.pdf)
2. This checklist is intended for accessibility reviews of properties owned, operated and/or managed by recipients of Federal financial assistance. See Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; 24 C.F.R. Part 8. However, the properties may also be subject to the Fair Housing Act (42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.)
3. This checklist is not all-inclusive. Please make additions, as necessary, depending on elements reviewed at each site. Reviewer is responsible for verification of each UFAS citation; all UFAS cites [including scoping requirements] for a particular element may not be referenced on this checklist.

Required Equipment: Tape Measure; Smart Level; Door Pressure Gauge; Camera

Photographs:

1. If element is compliant, then photograph area.
2. If element is not compliant, then photograph the area and zoom in to photograph the measurements

<u>Exterior and Interior Common Use Elements:</u>	Page		Page
Accessible Parking	2	Clothes Lines, Picnic Areas, Play Equipment, Other	29 - 30
Accessible Route	3 - 5	Misc: Community Kitchen; Telephones; Assistive Listening System	31 - 32
Ramps	6		
Signage	7	<u>Dwelling Unit:</u>	
Doors	8 - 9	Entrance	33 - 34
Public Offices, Mfg. Rms/Rec/Community Rm., Etc.	10 - 15	Accessible Route	34
Public Restrooms	16 - 20	Bedrooms	35 - 36
Elevators/Platform Lift	21 - 22	Outdoor Spaces	36 - 37
Drinking Fountains/Water Coolers	23	Bathroom	38 - 43
Mailboxes	24	Kitchen	44 - 45
Laundry Facilities	25 - 26	Washer/Dryer, Utility Room	45
Dumpsters and Trash Chutes	27 - 28	Other Controls	46

* Place asterisk in column for findings of non-compliance.

** Insert Photograph numbers for all elements and areas of non-compliance.

Facility Name _____

Address _____

Unit/Apartment Number _____

Telephone Number _____

TDD/TTY Number _____

Name of Reviewer(s) _____

Date(s) of Review _____

Date Building was Built _____

Date(s) of Renovations, if any _____

(Any structure built after July 11, 1988 is considered New Construction)

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	ACCESSIBLE PARKING:			
	NOTE: Photograph building sign before starting the survey.			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d)	1. Where parking is provided for all residents, is there one accessible space for each accessible dwelling unit? 2. For all Other Parking: a. Count and record the total number of spaces. b. Record the number of designated accessible parking spaces.			
4.6.2;	Is designated accessible parking spaces the closest parking to the nearest accessible entrance, on an accessible route? (<i>Measure from centerline of marking to centerline of marking</i>)			
4.6.3; Fig. 9;	1. Is parking space at least 96" wide? 2. Is access aisle the full length of the parking space and at least 60" wide? 3. If there is no access aisle, is the parking space at least 156" wide?			
4.6.3;	Is the slope and cross-slope of parking space & access aisle no more than 2% in all directions?			
4.6.4; 4.30.5; 4.1.1(7);	Does each designated accessible parking space have a sign with the International Symbol of Accessibility mounted at least 60" above the space to the bottom of the signage?			
4.6.3; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant?			
4.3.3	Can legally parked vehicles block access to the curb ramp?			

* Place asterisk in column for findings of non-compliance.

** Insert Photograph numbers for all elements and areas of non-compliance.

Revised May 7, 2008

2 of 46

Facility Name _____
 Address _____
 Unit/Apartment Number _____
 Telephone Number _____
 TDD/TTY Number _____

Name of Reviewer(s) _____
 Date(s) of Review _____
 Date Building was Built _____
 Date(s) of Renovations, if any _____
 (Any structure built after July 11, 1988 is considered New Construction)

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.2(1)	Accessible Route Location: From public street? From parking? From bus stop on site? From another common use facility on site such as a community center, clothes line poles, dumpsters, mail boxes, laundries, playground, or park?			
4.5.2	Is a curb ramp needed but not provided?			
4.7.2; 4.8.2; 4.8.6; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: 1. Slope does not exceed 8.33%? 2. Cross slope no more than 2%? 3. Gutter slope no more than 5% in the opposite direction? 4. Is the transition between gutter and curb ramp smooth? 5. At least 36" wide, excluding flared sides? 6. Surface is firm, stable and slip-resistant? 7. If the sides of curb ramp are not blocked, are there flared sides with slopes no more than 10%?			
4.3.3	Can legally parked vehicles block access to the curb ramp?			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	1. Minimum clear width at least 36" (width may be reduced to 32" for a length of no more than 24")? 2. Can legally parked cars overhang the path such that the accessible route is less the 36" wide?			
4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" - 1/2" shall be beveled? 3. Changes in level greater than 1/2" shall be ramped?			
4.3.7;	Slope of accessible ramp is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.3.7;	Cross-slope is no more than 2%?			
4.5.4; Fig. 8(g) & (h)	Openings in Grates are no more than 1/2" in the direction of travel?			
4.5.2	Must stairs be used as part of the accessible route? ("Yes" is a barrier.)			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: (can be fire extinguishers, underside of stairs, signs, shelves, cabinets, tree branches, etc.) 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path? 3. If post mounted, is the leading edge more than 27" above the floor and projects more than 12" into the circulation path?			
4.1.2(12); 4.27	Controls: (Can be found on rent drop boxes, light switches, dumpsters, trash chutes, fire alarms, intercoms, fixed vending machines, etc.) 1. Does each have a clear floor space of 30" x 48"? a. _____ b. _____ c. _____ 2. Is the Highest and Lowest Operable Part within reach? (Identify the approach): a. Forward approach (Fig. 5(a)): 15" to 48". b. Side approach (Fig. 6(b)): 9" to 54". c. Forward approach over an obstruction less than 20" deep (Fig. 5(b)): no higher than 48". d. Forward approach over an obstruction 20" to 25" deep (Fig. 5(b)): no higher than 44". e. Side reach over an obstruction no more than 10" deep (Fig. 6(b)): no higher than 54". f. Side reach over an obstruction 10" to 24" deep (Fig. 6(c)): no higher than 46". 3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE ROUTE:			
4.1.2(11); 4.25	<p>Storage: (Of those serving each accessible dwelling unit, one of each type.) <i>(Can be mail boxes, clothes lines, fixed coat racks, etc.)</i></p> <p>1. Does each have a clear floor space of 30" x 48"?</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>2. Is the Highest and Lowest Operable Part within reach? (Identify the approach. See "Controls" above for descriptions.):</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?</p>	<p>1. Does each have a clear floor space of 30" x 48"?</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>2. Is the Highest and Lowest Operable Part within reach? (Identify the approach. See "Controls" above for descriptions.):</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?</p>		
4.1.2(17); 4.32.3; 4.32.4	<p>Fixed or built-in tables and work surfaces: <i>(Can be tables in laundry rooms, counters in recreation spaces, etc.)</i></p> <p>1. Top is between 28" and 34" above the floor?</p> <p>2. Clear floor space is 30" by 48" that extends 19" under the table or work surface?</p> <p>3. Knee space is at least 27" high?</p>	<p>1. Does each have a clear floor space of 30" x 48"?</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>2. Is the Highest and Lowest Operable Part within reach? (Identify the approach. See "Controls" above for descriptions.):</p> <p>a. _____</p> <p>b. _____</p> <p>c. _____</p> <p>3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?</p>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	Ramp Location:			
4.8.3;	Ramp is at least 36" wide between handrails?			
4.8.2;	Slope is no more than 8.33%?			
4.8.6;	Cross-slope (slope of ramp that is perpendicular to the direction of travel) is no more than 2%?			
4.8.6; 4.5.1;	Ramp surface is firm, stable and slip-resistant?			
4.8.4;	Landings: Ramps must have landings at the top and bottom, at turns, and must have intermediate landings whenever the rise is more than 30". (A 30-foot ramp sloping at 8.33% has a 30-inch rise.) 1. Slopes no more than 2%? 2. At least as wide as ramp and at least 60" long? 3. If ramps change direction at landings, is the landing at least 60" x 60"?			
4.8.5; 4.8.7; Fig. 17	1. If ramp is longer than 72", then are handrails provided on both sides? 2. If ramp or landings have drop-offs, are there curbs, walls, railings or projecting surfaces that prevent people from slipping off? 3. If a curb is provided, is it at least 2" high?			
4.8.8;	Can water accumulate on walking surface?			
4.26.2; 4.8.5(2), (3), (5), & (6);	Handrails: 1. Diameter of gripping surface between 1 1/4" to 1 1/2"? 2. Clear space between the handrail and the wall shall be 1 1/2" exactly? 3. If handrails are not continuous, do they extend at least 12" beyond the top and bottom of each segment? 4. Ends of handrails are either rounded or returned smoothly to the floor, wall or post? 5. Top of handrail gripping surface shall be mounted between 30" and 34" above the ramp surfaces?			

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Revised May 7, 2008

6 of 46

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Unit/Apartment Number	Date Building was Built
Telephone Number	Date(s) of Renovations, if any
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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ENTRANCE TO FACILITY:			
	Location:			
4.1.1(7); 4.30.5	Entrance Signage: If not all common use entrances are accessible: 1. If this is the accessible entrance , is it identified by an International Symbol of Accessibility?			
	INTERIOR SIGNS:			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey Signage designating permanent rooms and spaces (including exit signs at doors, elevators, restrooms, room numbers, and interior apartment numbers): 1. Does the text contrast with the background? 2. Is the text raised or incised? 3. Are the characters at least 5/8" but no more than 2" tall? 4. Is the sign mounted to the latch side of the door ? 5. Is the centerline of the sign mounted between 54" and 66" above the floor?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS AND GATES:			
	Location:			
4.13.2;	Revolving doors or turnstiles cannot be used as accessible doors.			
4.13.6	Maneuvering Space: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.13.6;	Swinging Doors - Pull side (Choose only one)			
Fig. 25(a);	1. Approaching the door head-on (Fig. 25(a)):			
Fig. 25(b);	Is there at least 18" to the latch side?			
Fig. 25(c);	Is the depth at least 60"?			
	2. Approaching the hinge side of the door (Fig. 25(b)):			
	Is there at least 36" to the latch side (42" if the depth is less than 60")?			
	Is the depth at least 54"?			
	3. Approaching the latch side of the door (Fig. 25(c)):			
	Is there at least 24" to the latch side?			
	Is depth at least 48" (54" if door has a closer)?			
4.13.6;	Swinging Doors - Push side (Choose only one)			
Fig. 25(a);	1. Approaching the door head-on (Fig. 25(a)):			
Fig. 25(b);	Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement.			
Fig. 25(c);	Is the depth at least 48"?			
	2. Approaching the hinge side of the door (Fig. 25(b)):			
	Is there at least 18" to the hinge side?			
	Is the depth at least 42" (48" if the door has both a closer and latch)?			
	3. Approaching the latch side of the door (Fig. 25(c)):			
	Is there at least 24" to the latch side?			
	Is the depth at least 42" (48" if the door has a closer)?			

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Revised May 7, 2008

8 of 46

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS AND GATES:			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	Sliding Doors (Choose one for each side) 1. Approaching the door head-on (Fig. 25(d)): Is the depth at least 48"? 2. Approaching the slide side of the door (Fig. 25(e)): Is there at least 18" to the slide side? Is the depth at least 42"? 3. Approaching the latch side of the door (Fig. 25(f)): Is there at least 24" to the latch side? Is the depth at least 42"?			
4.13.7; Fig. 26	Two Doors in a Series (Vestibule): Between the doors, is there at least 48" beyond the swing of the doors?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)			
4.13.10;	Does the door take more than 3 seconds to close? (From an open position of 70° to a point 3" from the latch)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. For exterior sliding doors, the threshold is no higher than 3/4"? 2. For all other doors, the threshold is no higher than 3/4" (1/2" in New Construction)? 3. Is the threshold beveled?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.: Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path? 3. If post mounted, is the leading edge more than 27" above the floor and projects more than 12" into the circulation path?			
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48" (54" if the door has a closer)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?			
4.13.5; Fig. 24; 4.13.4; 4.13.9; 4.13.11;	Clear Door Width is at least 32"? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>) Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36" above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34"?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #2			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e); 4.4.1;	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation). 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path?			
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48" (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 42" (48" if the door has a closer)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
4.13.5; Fig. 24; 4.13.4; 4.13.9; 4.13.11;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.) Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36" above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34"?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #3			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path?			
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48" (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 42" (48" if the door has a closer)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.13.5; Fig. 24; 4.13.4; 4.13.9; 4.13.11;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.) Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36" above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34"?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments		N/C Finding *	Picture No. **
		WOMEN	MEN		
	PUBLIC RESTROOMS:				
	Public Restroom Location:				
4.22.1; 4.1.2(10); 4.1.6(4)(c)	If public restrooms are provided, is at least one (1) accessible and on an accessible route (All restrooms if New Construction)?				
4.1.1(7); 4.30.5	Sign: Is it identified by an International Symbol of Accessibility?				
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey Signage designating permanent rooms and spaces (including exit signs at doors, elevators, restrooms and room numbers): 1. Does the text contrast with the background? 2. Is the text raised or incised? 3. Are characters at least 5/8" but no more than 2" tall? 4. Is the sign mounted to the latch side of the door ? 5. Is the sign mounted between 54" and 66" above the floor?				
	Doors:				
4.13.6	Maneuvering Space: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)				
4.13.6	The maneuvering space slopes no more than 2% in either direction?				
4.13.6;	Swinging Doors - Pull side (Choose only one)				
Fig. 25(a); Fig. 25(b); Fig. 25(c);	1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48" (54" if the door has a closer)?				

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Revised May 7, 2008

16 of 46

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:	WOMEN		
		MEN		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 42" (48" if the door has a closer)?			
4.13.7; Fig. 26	Two Doors in a Series (Vestibule): Between the doors, is there at least 48" beyond the swing of the doors?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)			
4.13.10;	Does the door take more than 3 seconds to close? (From an open position of 70° to a point 3" from the latch)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
4.18.2; 4.18.3; 4.18.4;	Urinals: 1. Elongated rim no more than 17" above the floor? 2. Clear floor space is at least 30" x 48"? 3. Flush control is automatic or no more than 44" above the floor?			

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	PUBLIC RESTROOMS:	WOMEN		
		MEN		
4.22.6; 4.19.2; 4.19.3; 4.19.4; Fig. 31; Fig. 32;	Lavatory (a.k.a. Sink): 1. Top of the rim is no more than 34" above the floor? 2. Bottom of apron is at least 29" above the floor? 3. At a point 8" back from the front edge of the lavatory, is the clear knee space at least 27" high (excluding the dip of the overflow)? 4. Is the clear floor space at least 30" wide x 48" deep (must extend 17" to 19" under the lavatory)? 5. Are the drain and hot water supply pipes insulated ?			
4.19.5; 4.27.4;	Faucet Controls automatic or easily operated with one hand and don't require tight gripping, pinching or twisting of the wrist?			
4.22.6; 4.19.6;	Is the Mirror mounted with bottom edge of the reflecting surface no more than 40" above the floor?			
4.22.7; 4.27; 4.2.5; 4.2.6;	Dispensers/Other Elements: 1. Does each have a clear floor space of 30" x 48"? a. Soap Dispenser b. Paper Towels c. Trash Receptacle d. Coat Hooks e. Feminine Hygiene d. Others 2. Is the Highest Operable Part within reach? (48" for forward approach or 54" for a side approach) a. Soap Dispenser b. Paper Towels c. Trash Receptacle d. Coat Hooks e. Feminine Hygiene f. Others. 3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?			

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC RESTROOMS:	WOMEN		
		MEN		
4.22.3; 4.2.3; Fig. 3;	Unobstructed Turning Space: 1. If there is only one lavatory (a.k.a. sink) and one toilet, is there a 30" x 60" clear floor space beyond the swing of the door? (May overlap accessible route and clear floor spaces at fixtures.) 2. In all other toilet rooms, is there an unobstructed turning space (a 60" diameter circle or T-shape)? (May overlap the accessible route, maneuvering space at the door, and clear floor spaces at fixtures.)			
4.16.3; 4.16.2; Fig. 28	ALL Toilets (Whether in Stall or Not): 1. Top of seat is 17" to 19" above the floor? 2. Is the centerline exactly 18" from the closest side wall?			
4.16.6; Fig. 29(b);	Toilet Paper Dispenser: 1. Centerline is at least 19" above the floor? 2. Starting at the edge farthest from the back wall, is it no more than 36" from the back wall? 3. Allows continuous paper delivery?			
4.16.5	Flush Control: 1. Flush control is automatic or no more than 44" above the floor? 2. Flush control is on the wide side (clear space side) of the toilet?			
4.17.5; 4.13; 4.17.3; Fig. 30(a); Fig. 29; 4.17.6; Fig. 30; 4.26.2;	Toilet in a Stall: 1. Stall door clear opening width is at least 32"? 2. Hardware does not require tight grasping or twisting of the wrist? 3. Maneuvering space outside stall door: a. If door swings out and the maneuvering space has a front approach (fig. 25(a)), is there 18" to the latch side? b. For all other door approaches is the maneuvering space at least 42" deep? 4. Facing toilet - If toilet is wall-mounted, is stall at least 56" deep x 60" wide? 5. Facing toilet - If toilet is floor-mounted, is stall at least 59" deep x 60" wide?			

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	PUBLIC RESTROOMS:	WOMEN		MEN
	6. Side Grab Bar: a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? c. Is the space between the grab bar and the wall 1 1/2" exactly? d. Is the grab bar no more than 12" of the back wall and at least 40" long? 7. Back Grab Bar: a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? c. Is the space between the grab bar and the wall 1 1/2" exactly? d. Is the grab bar no more than 6" of the side wall and at least 36" long?			
4.23.3; 4.16; Fig. 28; 4.16.4; Fig. 29; 4.26.2; 4.16.5;	Toilet NOT in a Stall (unisex or single-user restroom) 1. If there is a side approach, is clear floor space at least 56" deep x 48" wide (a wall-hung lavatory may overhang the width up to 12")? 2. If there is only a front approach, is clear floor space at least 66" deep x 48" wide (a wall-hung lavatory may overhang the width up to 12")? 3. Side Grab Bar: a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? c. Is the space between the grab bar and the wall 1 1/2" exactly? d. Is grab bar no more than 12" of the back wall and at least 42" long with the front edge at least 54" from the back wall? 4. Back Grab Bar: a. Is centerline of grab bar mounted between 33" and 36" above the floor? b. Is grab bar between 1 1/4" and 1 1/2" in diameter? c. Is the space between the grab bar and the wall 1 1/2" exactly? e. Is the grab bar no more than 6" of the side wall and at least 36" long?			

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Address _____

Unit/Apartment Number _____

Telephone Number _____

TDD/TTY Number _____

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Date(s) of Review _____

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	Elevator/Platform Lift Location: (Survey all elevator cars)			
4.10.1; 4.3.3; 4.4.1; Fig. 7; Fig. 8(c)	Is the minimum clear width of the accessible route to the elevators at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.10.3; Fig. 20;	Hall Call Buttons (outside elevators): 1. Centered at 42" above the floor? 2. Have visual signals to indicate when each call is registered and when each call is answered? 3. Not less than 3/4" in diameter? 4. Buttons are raised or flush?			
4.10.4; Fig. 20;	Hall Lanterns (outside elevators): 1. Above each elevator door is there a visible and audible signal that indicates which car is answering a call? (Can be in-car lanterns if they are visible from the vicinity of the hall call buttons when the doors open.) 2. Do audible signals sound once for the "up" and twice for the "down" or have verbal annunciators? 3. Visible signals: a. Centerline is at least 72" above the lobby floor? b. Elements at least 2 1/2" tall?			
4.10.5; 4.30; Fig. 20;	Raised Characters on Hoistway Entrances: 1. Provided on both jambs? 2. Centerline mounted 60" exactly above the floor? 3. The characters at least 2" high?			
4.10.6;	Door Protective & Reopening Device: 1. Door reopens when obstructed without requiring contact? 2. While obstructed and without contact, door stays open at least 20 seconds?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
4.10.2	Does the car self-level to within 1/2"?			
4.10.9; Fig. 22	Floor Plan of Elevator Cars (Choose only one): 1. If door is centered, is the car at least 51" deep and 80" wide (<i>measured from panel to panel</i>)? 2. If door is to one side, is the car at least 51" deep and 68" wide (<i>measured from panel to panel</i>)? 3. If elevator cars are existing (installed before July 11, 1988) and do not comply with either of the questions above, is car at least 48" by 48"?			
4.10.12; 4.30; Fig. 23(a)&(b)	Car Controls (Inside Elevator): 1. All floor buttons are no higher than 48"? 2. Smallest dimension is at least 3/4"? 3. Buttons are raised or flush? 4. All buttons have a raised character/symbols mounted to the left of the button? 5. Raised star to the left of the main floor button? 6. Do floor buttons alight when pushed and stay lit until the call is answered?			
4.10.12(3); Figs. 23(a) & (b)	Emergency Controls (Inside Elevator): Controls, including the emergency alarm and emergency stop, are grouped at the bottom of the panel with centerlines no less than 35" above the floor (Figs. 23(a) and (b))?			
4.10.13;	Car Position Indicators (Inside Elevator): Is it visual and mounted above the car control panel or over the door?			
4.10.14; 4.30; 4.27;	Elevators – Emergency Communications: If a two-way communication system is provided: 1. Mounted between 15" and 48" above the floor? 2. Characters and symbols are raised or incised and at least 5/8" tall? 3. If there is a handset, is the cord at least 29" long? 4. Controls operable with one hand without tight grasping or twisting? 5. Does not require voice communication?			
4.11; 4.11.2; 4.2.4; 4.11.3;	PLATFORM LIFTS: 1. Is platform at least 48" deep and 36" wide? 2. Can one enter and exit without assistance? (Is it on an accessible route, have compliant maneuvering space at the doors, and have compliant door hardware?)			

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Telephone Number	Date(s) of Renovations, if any
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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	DRINKING FOUNTAINS/WATER COOLERS:			
	Drinking Fountain Location:			
4.15.5(2); 4.15.5(5); Fig. 27;	1. If free-standing or built-in, is there a 30" x 48" clear floor space for a parallel approach? 2. If wall- and post-mounted: a. Knee clearance at least 27" high? b. 30" by 48" clear floor space for a forward approach? c. Clear floor space extends 17" to 19" under the drinking fountain?			
4.15.2; 4.15.3;	Spout: 1. Is no more than 36" above the floor? 2. Near front? 3. Water flow height is at least 4"?			
4.15.4; 4.27.4;	Controls: 1. Mounted on the front or on the side near the front? 2. Operable with one hand and does not require tight grasping, pinching, or twisting of the wrist?			
4.4.1; Fig. 8(a); Fig. 8(b);	Protruding Object: Is leading edge of the drinking fountain more than 27" above the floor and projects more than 4" into the circulation path? ("Yes" is a violation.)			

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 TDD/TTY Number _____

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	Laundry Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to the laundry facility at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")? Maneuvering Space at Door: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48" (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42" (48" if the door has both a closer and latch)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 42" (48" if the door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)			
4.13.10;	Does the door take more than 3 seconds to close? (From an open position of 70° to a point 3" from the latch)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require fight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled? Minimum of 1 front-loading washer and dryer?			
4.34.7.2;				
4.2.5; 4.2.6	1. Clear floor space at least 30" wide x 48" deep? (For more reach range options, see "Controls" on page 4.) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?			
4.27.4; 4.34.7.3;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			
4.1.2(17); 4.32.3; 4.32.4	Fixed or built-in tables and work surfaces: 1. Top is between 28" and 34" above the floor? 2. Clear floor space is 30" by 48" that extends 19" under the table or work surface? 3. Knee space is at least 27" high?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DUMPSTERS AND TRASH CHUTES:			
	Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.13.6	Maneuvering Space at door or gate: (Automatic or power-assisted doors do not require maneuvering space.)			
4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48" (54" if the door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42" (48" if the door has both a closer and latch)?			

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Revised May 7, 2008

27 of 46

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	DUMPSTERS AND TRASH CHUTES:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is depth at least 42" (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)			
4.13.10;	Does the door take more than 3 seconds to close? (From an open position of 70° to a point 3" from the latch)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
4.2.5; 4.2.6;	Controls: 1. Clear floor space at least 30" wide x 48" deep? (For more reach range options, see "Controls" on page 4.) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?			
4.27.4;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Unit/Apartment Number

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TDD/TTY Number

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Date(s) of Review

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e); 4.13.6	Is the minimum clear width of the accessible route to this space at least 36" wide, with no step (width may be reduced to 32" for a length of no more than 24")?			
4.13.6	Maneuvering Space at door or gate: (Automatic or power-assisted doors do not require maneuvering space.) The maneuvering space slopes no more than 2% in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is depth at least 48" (54" if door has a closer)?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42" (48" if the door has both a closer and latch)?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is depth at least 42" (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)			
4.13.10;	Does the door take more than 3 seconds to close? (From an open position of 70° to a point 3" from the latch)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.13.8;	Thresholds: 1. For all other doors, the threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
4.2.5; 4.2.6;	Controls: 1. Clear floor space at least 30" wide x 48" deep? (For more reach range options, see "Controls" on page 4.) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?			
4.27.4;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Unit/Apartment Number _____

Telephone Number _____

TDD/TTY Number _____

Name of Reviewer(s) _____

Date(s) of Review _____

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	Misc. Location:			
	Community Kitchen: (If existing construction (built before July 11, 1988), survey only the portions that residents and their guests use.)			
4.1.2(12); 4.2.4.1; 4.2.5; 4.2.6; 4.2.4.3; 4.2.7	Community Kitchen Sink Controls: 1. Are controls operable with one hand without tight grasping or twisting? 2. Is the clear floor space at least 30" x 48"? 3. If forward reach, a. Is the maximum height for the controls no more than 44"? b. Are the controls no more than 25" from the front edge? 4. If side reach, a. Is the sink counter no higher than 34"? b. Are the controls no more than 24" from the front edge?			
4.1.2(17); 4.32.4	Is the portion of the work surface no higher than 34"?			
4.1.2(11); 4.2.5; 4.2.6; 4.2.7	Community Kitchen Storage: (survey one of each type.) 1. Are controls operable with one hand without tight grasping or twisting? 2. Is the clear floor space at least 30" x 48"? 3. If forward reach, is the operating hardware and at least one shelf between 15" and 48" (44" if reaching over an obstruction that's at least 20" deep)? 4. If side reach, is the operating hardware and at least one shelf between 9" and 54" (46" if reaching over an obstruction no higher than 34" and more than 10" deep. Cannot reach over an obstruction more than 34" tall.)?			

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Revised May 7, 2008

31 of 46

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
4.1.2(16);	Telephones: (At least one accessible telephone must be provided at each bank of telephones and individual telephone location)			
4.3.1.2;	Clear Floor Space at least 30" x 48" for a parallel approach or a forward approach.)			
4.3.1.3; 4.2.5; 4.2.6;	Telephone Mount Height: 1. The highest operable part of phone is no higher than 54" if a parallel approach site impracticability used or 48" if a forward approach is used? 2. On a single floor or on the site, if there are two or more groups of telephones, if there at least one telephone that provides a forward approach?			
4.1.2(16)(b) ; 4.3.1.5;	Is there at least one telephone with Volume Control ?			
4.3.1.8;	Telephone Cord at least 29" long?			
4.4.1; Fig. 8(a) & (b)	Protruding Object: 1. If wall mounted , is the leading edge of the telephone more than 27" above the floor and projects more than 4" into the circulation path? ("Yes" is a violation.) 2. If post mounted , is the leading edge of the telephone more than 27" above the floor and projects more than 12" into the circulation path?			
4.3.3.7;	Assistive Listening Systems (public meeting rooms); 1. Assistive Listening System provided? 2. If so, what type(s)? 3. How are these made available?			

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Telephone Number	Date(s) of Renovations, if any
TDD/TTY Number	(Any structure built after July 11, 1988 is considered New Construction)

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE: (Includes private outdoor spaces such as balconies, patios, clothes lines, trash receptacle areas, etc.) (Use pages 2 – 32 for all common use elements.)			
	Route Location:			
	ENTRANCE DOOR			
4.13.6	Maneuvering Space: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.34.2(6); 4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is depth at least 48" (54" if door has a closer)?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42" (48" if the door has both a closer and latch)?			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is depth at least 42" (48" if door has a closer)?			
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.)			
4.34.2(6); 4.13.10;	Does the door take more than 3 seconds to close? (From an open position of 70° to a point 3" from the latch)			
4.34.2(6); 4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?			
4.34.2(6); 4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
4.34.2(3)	ACCESSIBLE ROUTE (Must connect the entrance door to the living spaces, kitchen, the accessible bathroom, the accessible bedrooms, and all the dwelling unit outdoor spaces such as patios, balconies, clothes lines, and trash receptacles.)			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" - 1/2" shall be beveled? 3. Changes in level greater than 1/2" are ramped?			
4.34.2(2); 4.5.2	Must stairs be used as part of the accessible route? ("Yes" is a barrier.)			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	BEDROOM(S) <i>(Survey no more than two bedrooms)</i>			
4.34.2(15); 4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48"?	Bedroom #1 Bedroom #2		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 42"?			
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°)			
4.13.5; 4.25.2; 4.2.4; 4.25.3; 4.2.5; 4.2.6;	Closets: 1. Doors: a. If closet is deeper than 24", survey this door the same way as the bedroom door. b. If closet is no deeper than 24", then is the clear opening at least 20"? (For reaching-in only.) 2. Clear floor space of 30" wide x 48" deep in front of clothes rod?			

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Revised May 7, 2008

35 of 46

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Is a clothes rod no more than 54" above the floor, or adjustable to that height? 4. If there is a shelf: a. If side reach, no more than 54" above floor? b. If forward reach, no more than 48" above the floor? 5. If closet is at least 48" deep is there a turning space (a 60" diameter circle or T-shape)? (May extend under clothes rods.)	Bedroom #1 Bedroom #2		
4.34.2(15)	OUTDOOR SPACES (Dwelling unit outdoor spaces such as patios, balconies, clothes lines, and trash receptacles must be on an accessible route.)			
	Door:			
4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48"?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42"?			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 42"?			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	Sliding Doors (Choose one for each side) 1. Approaching the door head-on (fig. 25(d)): Is the depth at least 48"? 2. Approaching the slide side of the door (fig. 25(e)): Is there at least 18" to the slide side? Is the depth at least 42"? 3. Approaching the latch side of the door (fig. 25(f)): Is there at least 24" to the latch side? Is the depth at least 42"?	<p>1. APPROACHING THE DOOR HEAD-ON (FIG. 25(D)): IS THE DEPTH AT LEAST 48"? (FIG. 25(D) IS A PHOTOGRAPH OF A SLIDING DOOR WITH A LATCH ON THE SLIDE SIDE. THE DOOR IS OPENED TO THE LATCH SIDE. THE DEPTH FROM THE LATCH SIDE TO THE DOOR HEAD IS 48".)</p> <p>2. APPROACHING THE SLIDE SIDE OF THE DOOR (FIG. 25(E)): IS THERE AT LEAST 18" TO THE SLIDE SIDE? IS THE DEPTH AT LEAST 42"? (FIG. 25(E) IS A PHOTOGRAPH OF A SLIDING DOOR WITH A LATCH ON THE SLIDE SIDE. THE DOOR IS OPENED TO THE LATCH SIDE. THE DEPTH FROM THE LATCH SIDE TO THE DOOR HEAD IS 48".)</p> <p>3. APPROACHING THE LATCH SIDE OF THE DOOR (FIG. 25(F)): IS THERE AT LEAST 24" TO THE LATCH SIDE? IS THE DEPTH AT LEAST 42"? (FIG. 25(F) IS A PHOTOGRAPH OF A SLIDING DOOR WITH A LATCH ON THE SLIDE SIDE. THE DOOR IS OPENED TO THE LATCH SIDE. THE DEPTH FROM THE LATCH SIDE TO THE DOOR HEAD IS 48".)</p>		
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32"?			
4.34.2(6); 4.13.8;	Thresholds: 1. For exterior sliding doors, the threshold is no higher than 3/4"? 2. The threshold is no higher than 3/4" (1/2" in New Construction)? 3. Is the threshold beveled?	<p>1. FOR EXTERIOR SLIDING DOORS, THE THRESHOLD IS NO HIGHER THAN 3/4"? (FIG. 24 IS A PHOTOGRAPH OF A SLIDING DOOR WITH A THRESHOLD. THE THRESHOLD IS 3/4" HIGH.)</p> <p>2. THE THRESHOLD IS NO HIGHER THAN 3/4" (1/2" IN NEW CONSTRUCTION)? (FIG. 24 IS A PHOTOGRAPH OF A SLIDING DOOR WITH A THRESHOLD. THE THRESHOLD IS 3/4" HIGH.)</p> <p>3. IS THE THRESHOLD BEVELED? (FIG. 24 IS A PHOTOGRAPH OF A SLIDING DOOR WITH A THRESHOLD. THE THRESHOLD IS 3/4" HIGH.)</p>		
4.34.2(2); 4.2.3; Fig. 3;	Is there a turning space (a 60" diameter circle or T-shape)?			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" - 1/2" shall be beveled? 3. Changes in level greater than 1/2" are ramped?	<p>1. FIRM, STABLE AND SLIP-RESISTANT? (FIG. 8(E) IS A PHOTOGRAPH OF A SLIDING DOOR WITH A THRESHOLD. THE THRESHOLD IS 3/4" HIGH.)</p> <p>2. CHANGES IN LEVEL BETWEEN 1/4" - 1/2" SHALL BE BEVELED? (FIG. 8(E) IS A PHOTOGRAPH OF A SLIDING DOOR WITH A THRESHOLD. THE THRESHOLD IS 3/4" HIGH.)</p> <p>3. CHANGES IN LEVEL GREATER THAN 1/2" ARE RAMPED? (FIG. 8(E) IS A PHOTOGRAPH OF A SLIDING DOOR WITH A THRESHOLD. THE THRESHOLD IS 3/4" HIGH.)</p>		
4.34.2(2); 4.5.2	Must stairs be used as part of the accessible route? ("Yes" is a barrier.)			
4.34.2(2); 4.3.7;	Slope is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			
4.34.2(2); 4.3.7;	Cross-slope is no more than 2%;			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	BATHROOMS <i>(Only one must comply.)</i>			
4.34.5; 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side? Is the depth at least 60"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 48"?	<p>4.34.2(6) IS THERE AT LEAST 18" TO THE LATCH SIDE (42" IF THE DEPTH IS LESS THAN 60")?</p> <p>4.34.2(6) IS THE DEPTH AT LEAST 60"?</p> <p>4.34.2(6) IS THERE AT LEAST 36" TO THE LATCH SIDE (42" IF THE DEPTH IS LESS THAN 60")?</p> <p>4.34.2(6) IS THE DEPTH AT LEAST 54"?</p> <p>4.34.2(6) IS THERE AT LEAST 24" TO THE LATCH SIDE?</p> <p>4.34.2(6) IS THE DEPTH AT LEAST 48"?</p>		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48"? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side? Is the depth at least 42"? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side? Is the depth at least 42"?	<p>4.34.2(6) IS THERE AT LEAST 12" TO THE LATCH SIDE WHEN THERE IS BOTH A CLOSER AND LATCH SIDE? IF NO CLOSER AND LATCH, THERE IS NO REQUIREMENT.</p> <p>4.34.2(6) IS THE DEPTH AT LEAST 48"?</p> <p>4.34.2(6) IS THERE AT LEAST 18" TO THE HINGE SIDE?</p> <p>4.34.2(6) IS THE DEPTH AT LEAST 42"?</p> <p>4.34.2(6) IS THERE AT LEAST 24" TO THE LATCH SIDE?</p> <p>4.34.2(6) IS THE DEPTH AT LEAST 42"?</p>		
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.)			
4.34.2(6); 4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled?			
4.34.5.2(2); Fig. 47(a);	Toilet: 1. Is top of toilet seat between 15" and 19" above the floor? 2. Is centerline exactly 18" from the closest side wall?			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. If there is a side approach , is the clear floor space at least 56" deep x 48" wide (a wall-hung lavatory may overhang the width up to 12")? (fig. 47(a) middle)			
	4. If there is only a front approach , is the clear floor space at least 66" deep x 48" wide (a wall-hung lavatory may overhang the width up to 12")? (fig. 47(a) left)			
4.34.5.2(3); 4.26; Fig. 29;	Grab Bars at Toilet: Side Grab Bar: 1. Is centerline of grab bar mounted between 33" and 36" above the floor? 2. Is grab bar between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? (<i>Make a note if the grab bar is fold-down or floor-mounted type.</i>) 4. Is the grab bar no more than 12" of the back wall and at least 42" long? Back Grab Bar: 1. Is centerline of grab bar mounted between 33" and 36" above the floor? 2. Is grab bar between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. Is the grab bar no more than 6" of the side wall and at least 36" long?			
4.34.5.2(4); Fig. 47(b);	Toilet Paper Dispenser: 1. Centerline is at least 19" above the floor? 2. Starting at the edge farthest from the back wall, is it no more than 36" from the back wall? 3. Mounted on the side grab bar wall ? Unobstructed Turning Space: Is there an unobstructed turning space (a 60" diameter circle or T-shaped space)?			
4.34.2(2); 4.2.3; Fig. 3	Lavatory (a.k.a. Sink): 1. Top of the rim is no more than 34" above the floor? 2. Bottom of apron is at least 29" above the floor? 3. At a point 8" back from the front edge of the lavatory, is the clear knee space at least 27" high (excluding the dip of the overflow)?			

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	DWELLING UNIT/ACCESSIBLE ROUTE:			
	4. Is the clear floor space at least 30" x 48" deep (that extends 17" to 19" under the lavatory)?			
	5. Are the drain and hot water supply pipes insulated?			
4.34.5.3(1); 4.22.6; 4.19.5; 4.27.4;	Lavatory (a.k.a. Sink) Controls: Operable with one hand; and does not require tight grasping, twisting or pinching of the wrist to operate;			
4.34.5.3(1); 4.22.6; 4.19.6;	Mirror: Bottom edge of reflective surface is no more than 40" above the floor?			
4.34.5.3(3);	Medicine Cabinet: Bottom shelf no more than 44" above the floor?			
	Bathtub:			
4.34.5.4(1) Fig. 33;	Clear Floor Space: (A wall-hung lavatory may overlap the clear floor space only on the control wall (foot) side.)			
	1. If forward approach, is the clear floor space 48" deep x 60" wide?			
	2. If side approach, is the clear floor space 30" x 60"?			
4.34.5.4(5);	Tub Shower Spray Unit:			
	1. Can the shower head be fixed and handheld?			
	2. Is there a hose and is it at least 60" long (59" is acceptable)?			
4.34.5.4(4); 4.27.4; Fig. 34;	Tub Faucet Controls:			
	1. Operable w/ one hand and not require tight grasping or twisting of the wrist?			
	2. Located below the grab bar and between the open side and the centerline of the tub?			
4.34.5.4(2); 4.26.3; Fig. 33; Fig. 34;	Tub – Seat			
	1. Is a securely-mounted in-tub seat provided?			

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	DWELLING UNIT/ACCESSIBLE ROUTE:			
4.34.5.4(3); Fig. 34; 4.26; Fig. 48	<p>Tub Grab Bars:</p> <p><u>Control Wall (foot of tub) Grab Bar:</u></p> <ol style="list-style-type: none">1. Is centerline of grab bar mounted between 33" and 36" above the floor?2. Is grab bar between 1 1/4" and 1 1/2" in diameter?3. Is the space between the grab bar and the wall 1 1/2" exactly?4. At least 24" long, mounted to the open side of the tub? <p><u>Back Wall Grab Bars (two – one over top of other):</u></p> <ol style="list-style-type: none">1. Is centerline of the top grab bar mounted between 33" and 36" above the floor?2. Is the centerline of the bottom grab bar mounted 9" above the top of the tub?3. Between 1 1/4" and 1 1/2" in diameter?4. Is the space between the grab bars and the wall 1 1/2" exactly?5. At least 24" long?6. No more than 12" from the control wall (foot) of the tub?7. No more than 24" from the head of the tub? <p><u>Head of Tub Grab Bar:</u></p> <ol style="list-style-type: none">1. Is centerline of the grab bar mounted between 33" and 36" above the floor?2. Is grab bar between 1 1/4" and 1 1/2" in diameter?3. Is the space between the grab bar and the wall 1 1/2" exactly?4. Is the grab bar at least 12" long?			

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	Shower:			
4.34.5.5(1); Fig. 35(a) or Fig. 35(b); 4.21.7;	Shower Stalls: Which shower type? (Choose one) 1. Transfer: 36" deep by 36" wide? If there is a curb, is it less than 1/2"? a. Clear floor space at least 36" by 48"? 2. Roll-in: 30" deep by 60" (58 1/2" is acceptable) wide? Is there a curb? ("Yes" is a barrier.) a. Clear floor space at least 36" by 60"?			
4.34.5.5(2); Fig. 35(a); Fig. 35(b); 4.26.3;	If a transfer shower, is there a seat? 1. Between 17" and 19" above the floor? 2. Extends the full depth of the stall? 3. Located on wall opposite the controls? 4. Mounted securely?			
4.34.5.5(5);	Tub Shower Spray Unit: 1. Can the shower head be fixed and handheld? 2. Is there a hose and is it at least 60" long? (59" is acceptable.)			
4.34.5.5(4); Fig. 37; 4.21.5;	Shower Controls: 1. Mounted between 38" and 48" above the floor? 2. Located between the open side and the centerline of the shower? 3. Operable w/ one hand and not require tight grasping or twisting of the wrist?			
4.34.5.5(3); 4.26.2; Fig. 37; Fig. 39(e);	Grab Bars: (Choose Whether Transfer or Roll-In Shower and Answer Those Questions) TRANSFER SHOWER (36" x 36"): Back Wall 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. 18" long positioned between the centerline of the stall and the control wall?			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding #	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	<p>Control Wall</p> <ol style="list-style-type: none">1. Is centerline mounted between 33" and 36" above the floor?2. Between 1 1/4" and 1 1/2" in diameter?3. Is the space between the grab bar and the wall 1 1/2" exactly?4. Extends the length of the wall? <p>ROLL-IN SHOWER (30" x 60"):</p> <p>Side Wall</p> <ol style="list-style-type: none">1. Is centerline mounted between 33" and 36" above the floor?2. Between 1 1/4" and 1 1/2" in diameter?3. Is the space between the grab bar and the wall 1 1/2" exactly?4. Extends the length of the wall? <p>Back Wall</p> <ol style="list-style-type: none">1. Is centerline mounted between 33" and 36" above the floor?2. Between 1 1/4" and 1 1/2" in diameter?3. Is the space between the grab bar and the wall 1 1/2" exactly?4. Extends the length of the wall? <p>Control Wall</p> <ol style="list-style-type: none">1. Is centerline mounted between 33" and 36" above the floor?2. Between 1 1/4" and 1 1/2" in diameter?3. Is the space between the grab bar and the wall 1 1/2" exactly?4. Extends the length of the wall?			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	KITCHEN			
4.34.6; 4.34.2(13); 4.3.3; Fig 7; Fig. 8(e); 4.34.6.1;	Is the minimum clear width of the accessible route to the kitchen at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(2); 4.2.3; Fig. 3;	Clearance between all opposing cabinets, counters, appliances or walls: (Choose One) 1. If U-shaped kitchen, is there at least 60"? 2. In all other layouts, is there at least 40"? Is there an unobstructed turning space (a 60" diameter circle or T-shape)? (May include knee space under work surface or sink if it is at least 36" wide)			
4.34.6.2;	Clear Floor Space: With either forward reach or side reach, is there at least 30" x 48" at the following types of appliances: Oven; Cook top; Refrigerator; Storage Facilities, Etc.			
4.34.6.4(1); 4.34.6.4(2); 4.34.6.4(3); 4.34.6.4(4); Fig. 50; 4.2.4.1;	Kitchen Counter Work Surface: 1. At least one 30" section of the counter with knee clearance at least 27" high? 2. Surface no more than 34" above the floor? 3. If a removable base cabinet is provided, once removed: a. Is the floor finished underneath? b. Will the opening be at least 30" wide and 27" high?			
4.34.6.5; Fig. 51;	Kitchen Sink & Surrounding Counter: 1. Knee clearance is at least 30" wide and at least 27" high? 2. Sink rim and counter surface are no more than 34" above the floor? 3. If a removable base cabinet is provided, once removed: a. Is the floor finished underneath? b. Is the opening at least 30" wide and 27" high? 4. Sink is no deeper than 6 1/2"?			

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Revised May 7, 2008

44 of 46

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.34.6.5(8);	DWELLING UNIT/ACCESSIBLE ROUTE: Kitchen Pipes must be insulated or wrapped?			
4.34.6.7; Fig. 52;	Kitchen Oven: 1. If oven is not self-cleaning , is it adjacent to an accessible 34" high (or adjustable) kitchen counter work surface? 2. Controls: a. Located on the front panel ? b. Can be operated with one hand and not require twisting of the wrist or tight grasping?			
4.34.6.6; 4.27;	Kitchen Range/Cook-tops Controls: 1. Usable without reaching across burners? 2. Including the range hood controls, are the controls within reach? (<i>For a complete listing of reach range, see "Other Controls" below</i>) 3. Can be operated with one hand and not require twisting of the wrist or tight grasping?			
4.34.6.9; 4.34.6.3; 4.27;	Dishwasher: 1. Controls operable with one hand and not require tight grasping, pinching, or twisting of the wrist to operate;			
4.34.6.10; 4.25.2; 4.25.3; 4.2.5; 4.2.6; Fig. 50;	Kitchen Storage: 1. Operable hardware for all cabinets: a. For wall cabinets, are located near the bottom ? b. For base cabinets, are located near the top ? c. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist? 2. For the wall cabinet above the work surface: a. Is the bottom shelf no more than 48" above the floor?			
4.34.7;	WASHER/DRYER, UTILITY ROOM			
4.34.7; 4.34.2(2); 4.2.3; Fig. 3;	Washer/Dryer, Utility Room: 1. Is there an unobstructed turning space (a 60" diameter circle or T-shape)? 2. For either a forward or side approach, is the clear floor space at least 30" x 48" ? 3. If machines are provided by management: a. Are controls on the front panel ? b. Operable with one hand and not require twisting of the wrist or tight grasping? c. Front-loading ?			

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	DWELLING UNIT/ACCESSIBLE ROUTE:			
	OTHER CONTROLS			
4.34.2(9); 4.1.2(12)	Other Controls: 1. Does each have a clear floor space of 30" x 48"? a. thermostats b. heating/air conditioning c. light switches d. electrical wall outlets (<i>cannot be lower than 15"</i>) e. _____ f. _____			
4.2.4; Fig. 4; 4.34.2(9); 4.2.7; 4.2.5; 4.2.6	2. Is the Highest and Lowest Operable Part within reach? (identify the approach): a. Forward approach (Fig. 5(a)): 15" to 48". b. Side approach (Fig. 6(b)): 9" to 54". c. Forward approach over an obstruction less than 20" deep (Fig. 5(b)): no higher than 48". d. Forward approach over an obstruction 20 to 25" deep (Fig. 5(b)): no higher than 44". e. Side reach over an obstruction no more than 10" deep (Fig. 6(b)): no higher than 54". f. Side reach over an obstruction 10" to 24" deep (Fig. 6(c)): no higher than 46". 3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?			

* Place asterisk in column for findings of non-compliance.

** Insert Photograph numbers for all elements and areas of non-compliance.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT I

Development Proposal Requirements

(TO BE COMPLETED FOR GAP FINANCING PROPOSALS ONLY)

General Information:

Please provide the following Organizational Certifications:

1. Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
2. All applicable Licenses/Certifications.
3. A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

Development Team Experience:

Provide details of the experience of each member of the Development Team as outlined below:

i. Owner/Developer: Describe the team's experiences in successfully working on projects with similar scope of work as the one described in this request for proposal. Also state how many development projects the firm has completed in the past 3-5 years. Provide the names and resumes of the key staff members that will be assigned to this project if the Offeror is successful and how many projects each has successfully managed. Please also describe whether your team has any experience working on acquiring/rehabilitation and developing housing units including 504/UFAS compliant units.

ii. Architect/Engineer: Describe the A/E proposed for this project's experiences in successfully designing units including 504/UFAS compliant units. Provide the Architect/Engineer's knowledge and experience in state and local building codes and regulations. Provide the names, addresses and contact person who were actually involved in the project and the contact number for each. Provide the names and resumes of the key staff members that will be assigned to this project if the Offeror is successful and how many projects each has successfully managed.

References:

For both the development team and the A/E firm, provide a list of references for developments or projects in which each firm has performed services similar to those described in this Request for Proposals. Such listing shall include at least the following information.

1. Name of the contracting entity.
2. Name, title and a telephone number of a contact person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the project and who was involved in managing the contract between the Respondent and the contracting entity.
3. Start and Completion dates of each project.
4. Description of Respondent's responsibilities including; planning, designing, construction, UFAS certification, etc.

Capacity:

Provide background information regarding the organization/firm's capacity, facilities and resources. Ascertaining project financing viability that leads to implementation of the project is critical to this program; please enlist person(s) within your team who would have the experience

and capacity to see this through. Also, please provide information regarding each identified staff member of the lead entity, development partners and sub-consultants to be assigned to this project that accurately describes his or her relevant experience providing services similar to those described in this proposal.

Methodology:

Describe the methodology for each of the following:

1. ***Project Financing: Describe the Owner/Developer's financing methodology and sources of financing sources for at least three-project recently completed, ongoing and planned. Include sources and uses, proforma and equity calculation for LIHTC deals.***
2. ***Design Phases of the Project:*** Describe the methodology that the A/E firm will utilize in response to HACP's request for proposal above. Please also describe how your proposal will assist with the rehabilitation and strengthening of your neighborhood. Additionally, please describe the design process during the Schematic/Preliminary Study, Design Development, Construction Documents and Construction Administration Phases of the project. Describe the process the A/E will put in place to ensure that HACP and its 3rd Party Certifier participate in the design process.
3. ***Quality Control:*** Provide a description of the actions the Respondent has taken in the past and will be taking for this project to ensure that all documents, drawings and specifications comply with all local and Federal requirements including Section 504, Uniform Federal Accessibility Standards (UFAS), American with Disabilities Act (ADA) and Fair Housing regulations, and that they also clearly describe the work and will limit change orders, contract modifications and time extensions to a minimum.
4. ***Construction Phase of the Project:*** Provide a Construction Schedule in critical path format detailing all activities anticipated to be performed by the construction contractor during construction with an anticipated completion date. The completion date would have to reflect a viable construction period. Depending on units proposed, the completion date has to end before or within HACP's timeline of getting this done; within a total period of five (5) years.
5. ***Construction Administration:*** Provide a description of the actions the Respondent has taken in the past and will be taking for this project to administer the resultant construction contract to ensure compliance with construction schedule. Also, describe the staff that will be assigned during construction and their respective roles.

Legal Information about the Property:

In the event the Owner/Developer has identified parcels of land/property being proposed for consideration over the next 24 months, each Proposal shall include the following information:

1. Legal name and address of the actual Owner/Developer of the property. If a company/partnership, the names and addresses of the principal officers/partners of the firm/partnership.
2. Legal name(s) and address(es) of the agent(s), if any, for the legal Owner/Developer of the property.
3. Legal Description of the Property including zoning information.
4. Copy of the Deed conveying the property to the Legal Owner/Developer.
5. If an agent is involved, copy of the Principal/Agent Agreement.

Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors in **Attachment D**.

Project Narrative: Project narratives should be concise and should describe, at minimum:

- a. Project location
- b. Project size
- c. Project use (i.e. residential, mixed-use, etc.)
- d. Targeted income mix
- e. Access to amenities
- f. Development team members
- g. Projected schedule

Development Budget: Development budgets should include all proposed sources of funds. The sources should reflect both financial awards that are pending and awards that have been secured. The development budget should also include a projection of both hard construction costs and soft costs necessary to complete the development. Lastly, the development budget should capture any assumptions made by the Owner/Developer in designing the financial plan.

Operating Pro Forma: Operating Pro formas should clearly illustrate reasonable assumptions round rental income, vacancy rates, net operating income and debt coverage ratios. The operating pro forma should clearly should a direct relationship to the amounts found in the development budget.

Financial Commitments: Financial commitments can take the form of a Commitment Letter and/or Term Sheet from financial institutions or a Letter of Intent from other equity providers.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT J

HACP Gap Financing Document Checklist

(TO BE COMPLETED FOR GAP FINANCING PROPOSALS ONLY)

Gap Financing HACP Documents Checklist

The following protocol must be followed in processing with the local HUD office to secure its authorization for the Gap Financing Development. **24 CFR Part 905:**

1. Project Description
 - brief statement concerning solicitation of proposals;
 - company selected for work, site address, bedroom mix, parcel(s) identification number(s)
 - schematic porch sections, wall section, elevations and unit plan for each bedroom type
 - brief statement of specifications by bedroom type
 - development schedule
2. Third Party Certifier
 - Transmittal letter of schematic design submission for review
3. Description of development method
 - Summary description
 - Board Resolution
4. Site Information
 - specific unit addresses, number of bedrooms, parcel(s) identification and site plan
 - site General Information from County Real Estate (on line)
 - neighborhood description
 - Zip Code detailed profile
5. Project Costs
 - detail of development costs per each site
6. Appraisal
 - per each site
 - listing of TDC limits
7. Financial Feasibility
 - most recent balance sheets
 - evidence of Owner/Developer financing capability
 -
8. Zoning
 - Procedure and plan for zoning approval
 - existing and proposed zoning per each site
 - zoning variance approval
9. Deeds
 - Recorded deed for each site proposed for development

10. Title Insurance
 - Title Insurance policy for each site proposed for development
 - notification to Owner/Developer of requirement for title insurance at closing for sites not provided by HACP
11. Facilities and Services
 - statement concerning facilities and services available for UFAS occupants
 - identify public improvements needed to ensure viability of proposed developments
12. Relocation
 - statement identifying required relocation
13. Life-Cycle Analysis
 - identification of annual gas and electric charges for each site and unit type
 - costs by unit type for utility installation costs, repair and maintenance; life expectancy
14. Project Development Schedule
 - Gantt Chart of development schedule for each unit
15. Environmental Assessment
 - Environmental Review Record prepared in cooperation with City of Pittsburgh Department of City Planning, prepared in anticipation of submission of HUD Request for Release of Federal Fund
16. Public Notice
 - Draft copy and published copy of Notice of No Significant Impact and Intent to Request Release of Funds
 - HUD approval letter of Request For Release of Funds
17. New Construction Certification
 - Certification executed by Executive Director referencing Voluntary Compliance Agreement and insufficient existing housing in City of Pittsburgh to development public housing meeting VCA requirements through acquisition
 - Statement of intent to purchase x number of new units of Scattered Sites Handicapped Accessible single family housing that meets the requirements of UFAS/Section 504 of the Federal Code of Regulations
 - Provide current Admission and Continued Occupancy Policy, including Reasonable Accommodation Policy
18. Proposal
 - Proposal submitted in response to solicitation for development of UFAS units

- Copy of RFP
19. Evaluation
- Evaluation criteria and process; utilized to select Owner/Developer
20. Turnkey Contract of Sale
- Draft contract of Sale for Property Owned by Owner/Developer
 - Draft contract of Sale for Property Owned by HACP
21. Owner/Developer Certificate
- Executed representation and agreement by Owner/Developer personnel they are authorized to deliver the Owner/Developer's Certificate on behalf of Owner/Developer
 - Executed representation that Contract of Sale has been read and transaction is understood
 - Executed representation that Owner/Developer's management and employees will comply with Contract of Sale and all applicable public housing development requirements

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT K

2017 Voucher Program Payment Standards (VPS)



HACP 2017 Project-Based Voucher Program Payment Standards (VPS)

Quick Reference Guide for Determining Affordability

Effective 01/01/2017

Bedroom Size	Eff	1	2	3	4	5
Max Contract Rent if LL paying all utilities	\$ 623.00	\$ 723.00	\$ 904.00	\$ 1,131.00	\$ 1,246.00	\$ 1,433.00

To determine the applicable contract rent amount based on the utilities the tenant will be responsible for, please refer to the applicable Utility Allowance Schedule, add together all utilities for which the household will be responsible (if they will be responsible for ANY gas or ANY electric, you must also include the "Monthly Electric fee" and/or "Monthly Gas fee" amounts), and subtract that amount from the "Max Contract Rent" amount listed above.

Please note: Utility Schedules are divided into two types: Energy Efficient (units built during or after 1996) and Standard (units built before 1996) and categorized by unit type (Apartment, Row House/Townhouse and Semi-Detached/Duplex, and Single Family

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT L

Form HUD 52667 Allowances for Tenant Furnished Utilities and Other Services

**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: Housing Authority of the City of Pittsburgh, PA			Unit Type: Apartment			Date (mm/dd/yyyy) 01/01/2017		
Utility or Service Energy Efficient			Monthly Dollar Allowances					
			0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas		\$13.00	\$15.00	\$18.00	\$21.00	\$23.00	\$26.00
	b. Bottle Gas/Propane							
	c. Electric		\$20.00	\$23.00	\$32.00	\$40.00	\$48.00	\$56.00
	d. Heat Pump		\$10.00	\$12.00	\$16.00	\$20.00	\$25.00	\$29.00
	e. Oil / Other							
Cooking	a. Natural Gas		\$2.00	\$3.00	\$4.00	\$4.00	\$4.00	\$5.00
	b. Bottle Gas/Propane							
	c. Electric		\$7.00	\$8.00	\$10.00	\$12.00	\$13.00	\$15.00
Other Electric (Lights & Appliances)			\$22.00	\$26.00	\$34.00	\$43.00	\$51.00	\$59.00
Air Conditioning			\$3.00	\$3.00	\$5.00	\$7.00	\$9.00	\$11.00
Water Heating	a. Natural Gas		\$6.00	\$7.00	\$10.00	\$12.00	\$15.00	\$16.00
	b. Bottle Gas/Propane							
	c. Electric		\$15.00	\$18.00	\$26.00	\$32.00	\$37.00	\$41.00
	d. Oil / Other							
Water			\$27.00	\$31.00	\$40.00	\$48.00	\$56.00	\$64.00
Sewer			\$27.00	\$30.00	\$46.00	\$58.00	\$70.00	\$82.00
Trash Collection			N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave Tenant-supplied			\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied			\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other-- specify:	Monthly Electric Fee \$14.788		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
	Monthly Gas Fee \$14.81		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Actual Family Allowances			Utility or Service		per month cost			
To be used by the family to compute allowance. Complete below for the actual unit rented.			Heating		\$			
			Cooking		\$			
Name of Family			Other Electric		\$			
			Air Conditioning		\$			
			Water Heating		\$			
			Water		\$			
			Sewer		\$			
Address of Unit			Trash Collection		\$			
			Range / Microwave		\$			
			Refrigerator		\$			
			Other		\$			
			Other		\$			
Number of Bedrooms			Total		\$			



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: Housing Authority of the City of Pittsburgh, PA		Unit Type: Apartment		Date (mm/dd/yyyy) 01/01/2017		
Utility or Service Energy Efficient		Monthly Dollar Allowances				
		6 BR	7 BR			
Heating	a. Natural Gas	\$29.00	\$31.00			
	b. Bottle Gas/Propane					
	c. Electric	\$60.00	\$65.00			
	d. Heat Pump	\$29.00	\$31.00			
	e. Oil / Other					
Cooking	a. Natural Gas	\$6.00	\$7.00			
	b. Bottle Gas/Propane					
	c. Electric	\$17.00	\$18.00			
Other Electric (Lights & Appliances)		\$64.00	\$68.00			
Air Conditioning		\$12.00	\$13.00			
Water Heating	a. Natural Gas	\$18.00	\$19.00			
	b. Bottle Gas/Propane					
	c. Electric	\$44.00	\$47.00			
	d. Oil / Other					
Water		\$70.00	\$75.00			
Sewer		\$85.00	\$93.00			
Trash Collection		N/A	N/A			
Range / Microwave Tenant-supplied		\$12.00	\$12.00			
Refrigerator Tenant-supplied		\$13.00	\$13.00			
Other--	Monthly Electric Fee \$14.788	\$15.00	\$15.00			
	specify: Monthly Gas Fee \$14.81	\$15.00	\$15.00			
Actual Family Allowances				Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented. Name of Family _____ Address of Unit _____ Number of Bedrooms _____				Heating		\$
				Cooking		\$
				Other Electric		\$
				Air Conditioning		\$
				Water Heating		\$
				Water		\$
				Sewer		\$
				Trash Collection		\$
				Range / Microwave		\$
				Refrigerator		\$
				Other		\$
				Other		\$
				Total		\$



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: Housing Authority of the City of Pittsburgh, PA			Unit Type: Row House/ Townhouse & Semi-Detached/ Duplex			Date (mm/dd/yyyy) 01/01/2017	
Utility or Service	Energy Efficient	Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$22.00	\$26.00	\$29.00	\$33.00	\$37.00	\$41.00
	b. Bottle Gas/Propane						
	c. Electric	\$29.00	\$34.00	\$44.00	\$54.00	\$64.00	\$74.00
	d. Heat Pump	\$15.00	\$17.00	\$23.00	\$28.00	\$33.00	\$38.00
	e. Oil / Other						
Cooking	a. Natural Gas	\$2.00	\$3.00	\$4.00	\$4.00	\$4.00	\$5.00
	b. Bottle Gas/Propane						
	c. Electric	\$7.00	\$8.00	\$10.00	\$12.00	\$13.00	\$15.00
Other Electric (Lights & Appliances)		\$26.00	\$30.00	\$41.00	\$52.00	\$64.00	\$75.00
Air Conditioning		\$5.00	\$5.00	\$7.00	\$9.00	\$10.00	\$12.00
Water Heating	a. Natural Gas	\$6.00	\$7.00	\$10.00	\$12.00	\$15.00	\$16.00
	b. Bottle Gas/Propane						
	c. Electric	\$15.00	\$18.00	\$26.00	\$32.00	\$37.00	\$41.00
	d. Oil / Other						
Water		\$27.00	\$31.00	\$40.00	\$48.00	\$56.00	\$64.00
Sewer		\$13.00	\$15.00	\$21.00	\$27.00	\$33.00	\$38.00
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other--	Monthly Electric Fee \$14.788	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
	specify: Monthly Gas Fee \$14.81	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Actual Family Allowances			Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.			Heating		\$		
			Cooking		\$		
Name of Family			Other Electric		\$		
			Air Conditioning		\$		
Address of Unit			Water Heating		\$		
			Water		\$		
			Sewer		\$		
			Trash Collection		\$		
			Range / Microwave		\$		
			Refrigerator		\$		
Number of Bedrooms			Other		\$		
			Other		\$		
			Total		\$		



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: Housing Authority of the City of Pittsburgh, PA		Unit Type: Row House/ Townhouse & Semi-Detached/ Duplex		Date (mm/dd/yyyy) 01/01/2017		
Utility or Service		Monthly Dollar Allowances				
Energy Efficient		6 BR	7 BR			
Heating	a. Natural Gas	\$44.00	\$48.00			
	b. Bottle Gas/Propane					
	c. Electric	\$80.00	\$85.00			
	d. Heat Pump	\$38.00	\$41.00			
	e. Oil / Other					
Cooking	a. Natural Gas	\$6.00	\$7.00			
	b. Bottle Gas/Propane					
	c. Electric	\$17.00	\$18.00			
Other Electric (Lights & Appliances)		\$81.00	\$87.00			
Air Conditioning		\$13.00	\$14.00			
Water Heating	a. Natural Gas	\$18.00	\$19.00			
	b. Bottle Gas/Propane					
	c. Electric	\$44.00	\$47.00			
	d. Oil / Other					
Water		\$70.00	\$75.00			
Sewer		\$42.00	\$46.00			
Trash Collection		N/A	N/A			
Range / Microwave Tenant-supplied		\$12.00	\$12.00			
Refrigerator Tenant-supplied		\$13.00	\$13.00			
Other-- specify:	Monthly Electric Fee \$14.788	\$15.00	\$15.00			
	Monthly Gas Fee \$14.81	\$15.00	\$15.00			
Actual Family Allowances				Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$
				Cooking		\$
Name of Family				Other Electric		\$
				Air Conditioning		\$
				Water Heating		\$
				Water		\$
				Sewer		\$
				Trash Collection		\$
				Range / Microwave		\$
Address of Unit				Refrigerator		\$
				Other		\$
				Other		\$
				Total		\$
Number of Bedrooms						



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: Housing Authority of the City of Pittsburgh, PA			Unit Type: Detached House			Date (mm/dd/yyyy) 01/01/2017		
Utility or Service Energy Efficient			Monthly Dollar Allowances					
			0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas		\$26.00	\$30.00	\$34.00	\$39.00	\$43.00	\$48.00
	b. Bottle Gas/Propane							
	c. Electric		\$46.00	\$54.00	\$64.00	\$73.00	\$82.00	\$91.00
	d. Heat Pump		\$24.00	\$28.00	\$33.00	\$38.00	\$42.00	\$47.00
	e. Oil / Other							
Cooking	a. Natural Gas		\$2.00	\$3.00	\$4.00	\$4.00	\$4.00	\$5.00
	b. Bottle Gas/Propane							
	c. Electric		\$7.00	\$8.00	\$10.00	\$12.00	\$13.00	\$15.00
Other Electric (Lights & Appliances)			\$32.00	\$37.00	\$49.00	\$60.00	\$72.00	\$84.00
Air Conditioning			\$4.00	\$5.00	\$8.00	\$10.00	\$13.00	\$16.00
Water Heating	a. Natural Gas		\$6.00	\$7.00	\$10.00	\$12.00	\$15.00	\$16.00
	b. Bottle Gas/Propane							
	c. Electric		\$15.00	\$18.00	\$26.00	\$32.00	\$37.00	\$41.00
	d. Oil / Other							
Water			\$27.00	\$31.00	\$40.00	\$48.00	\$56.00	\$64.00
Sewer			\$27.00	\$30.00	\$46.00	\$58.00	\$70.00	\$82.00
Trash Collection			N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave Tenant-supplied			\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied			\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other--	Monthly Electric Fee \$14.788		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
	specify: Monthly Gas Fee \$14.81		\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Actual Family Allowances			Utility or Service		per month cost			
To be used by the family to compute allowance. Complete below for the actual unit rented.			Heating		\$			
			Cooking		\$			
Name of Family			Other Electric		\$			
			Air Conditioning		\$			
Address of Unit			Water Heating		\$			
			Water		\$			
			Sewer		\$			
			Trash Collection		\$			
			Range / Microwave		\$			
			Refrigerator		\$			
Number of Bedrooms			Other		\$			
			Other		\$			
			Total		\$			



**Allowances for Tenant
Furnished Utilities and other
Services**

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

OMB Approval No. 2577-0169

Locality: Housing Authority of the City of Pittsburgh, PA		Unit Type: Detached House		Date (mm/dd/yyyy) 01/01/2017		
Utility or Service Energy Efficient		Monthly Dollar Allowances				
		6 BR	7 BR			
Heating	a. Natural Gas	\$52.00	\$56.00			
	b. Bottle Gas/Propane					
	c. Electric	\$98.00	\$105.00			
	d. Heat Pump	\$47.00	\$51.00			
	e. Oil / Other					
Cooking	a. Natural Gas	\$6.00	\$7.00			
	b. Bottle Gas/Propane					
	c. Electric	\$17.00	\$18.00			
Other Electric (Lights & Appliances)		\$90.00	\$97.00			
Air Conditioning		\$17.00	\$19.00			
Water Heating	a. Natural Gas	\$18.00	\$19.00			
	b. Bottle Gas/Propane					
	c. Electric	\$44.00	\$47.00			
	d. Oil / Other					
Water		\$70.00	\$75.00			
Sewer		\$85.00	\$93.00			
Trash Collection		N/A	N/A			
Range / Microwave Tenant-supplied		\$12.00	\$12.00			
Refrigerator Tenant-supplied		\$13.00	\$13.00			
Other--	Monthly Electric Fee \$14.788	\$15.00	\$15.00			
	specify: Monthly Gas Fee \$14.81	\$15.00	\$15.00			
Actual Family Allowances				Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented. Name of Family _____ Address of Unit _____ Number of Bedrooms _____				Heating		\$
				Cooking		\$
				Other Electric		\$
				Air Conditioning		\$
				Water Heating		\$
				Water		\$
				Sewer		\$
				Trash Collection		\$
				Range / Microwave		\$
				Refrigerator		\$
				Other		\$
				Other		\$
				Total		\$



HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Request for Proposals
For
Project Based Voucher
& Gap Financing for
Mixed Finance Developments**

ATTACHMENT M

Application for Project Based Voucher Assistance

PBV PROPOSALS