



# PROJECT MANUAL

Hamilton - Larimer Demolition, AMP - 39

## IFB for Contract No. 600-15-20

General Construction

**Bids Due**  
**April 21, 2020**  
2:00 pm

Procurement Dept. 100  
Ross St.  
2<sup>nd</sup> FL. Suite 200  
Pittsburgh, PA 15219

Attn:  
Mr. Kim Detrick,  
Director of  
Procurement

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**CONSULTANT: Fukui Architects**

Issued: March 23, 2020

**Caster D. Binion**  
Executive Director

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Housing Authority of the City of Pittsburgh

Point of Contact: Kim.Detrick@hacp.org  
or 412-643-2832

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**Procurement Department**  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219  
Phone: (412) 456-5116  
Fax: (412) 456-5007  
[www.hacp.org](http://www.hacp.org)

### NOTICE TO PROSPECTIVE BIDDERS

March 23, 2020

#### INVITATION FOR BIDS (IFB)

Hamilton - Larimer Demolition, AMP - 39

The HOUSING AUTHORITY OF THE CITY OF PITTSBURGH will receive separate sealed bids for Hamilton - Larimer Demolition, AMP - 39  
; for the following contracts:  
General Construction

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

General Construction	\$ 613,027.50	\$ 899,107.00
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Bid documents will be available on **March 23, 2020** . A Pre-Bid Conference will be held on **April 7, 2020 at 10:00 am** , at Environment and Energy Community Outreach Center (EECO), 200 Larimer Avenue , Pittsburgh, PA 15206

A site visit of the property will be conducted thereafter. Bidders shall be prepared to review all aspects of the site necessary to prepare a bid. The last day for submission of written questions will be **April 14, 2020 until 2:00 pm** Bids will be received at the HACP Procurement Department, 100 Ross Street – Suite 200 (2<sup>nd</sup> Floor), Pittsburgh, PA, 15219 **until 2:00 pm on April 21, 2020** , at which time and place all bids will be publicly opened and read aloud.

The work must be substantially complete within 120 calendar days of the Notice to Proceed.

Point of contact for the Housing Authority is Mr. Kim Detrick at (412) 643-2832.

#### **TO VIEW AND OBTAIN DOCUMENTS**

Bid Documents, including the Bid Forms, Project Manual, and Drawings, may be obtained from the Business Opportunities Section of the HACP website, [www.hacp.org](http://www.hacp.org). Prospective Bidders may register as a vendor on the website and download the documents free of charge. Electronic versions of the Bid Documents may also be obtained in person, Monday through Friday 8:30 a.m. to 4:30 p.m. at the Housing Authority of the City of Pittsburgh's Procurement Department, located at 100 Ross Street, Suite 200, Pittsburgh, PA 15219.

## **AWARD OF CONTRACT (S):**

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

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

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

*All bids must include a completed and signed Form of Agreement (Form 00500) as part of the bid. If the bid is successful and approved by HACP Board of Commissioners (if applicable), HACP will also sign the Form of Agreement thus creating a binding contract.*

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

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

## **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:**

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

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

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u and with HUD's regulations set forth at 24 CFR Part 135 ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

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

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



A copy of HUD's Section 3 requirement is provided herein. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Mr. Lloyd Wilson, Resident Employment Manager/Section 3 Coordinator, by e-mail at [lloyd.wilson@hacp.org](mailto:lloyd.wilson@hacp.org) or by contacting him at the Housing Authority of the City of Pittsburgh, Resident Employment Program located at the Bedford Hope Center, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 643-2835. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Proposals submitted without a Section 3 plan may be deemed nonresponsive. Also, please complete **Section 3 Opportunities Plan** and include with your proposal.

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

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

*HACP MBE and WBE Goals.* It is the policy of HACP to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided maximum opportunity to participate in contracts let by HACP. In accordance with Executive Order 11625, HACP has established a minimum threshold of eighteen percent (18%) of the total dollar amount for MBE utilization in this contract. HACP has established a seven percent (7%) minimum threshold for participation of WBEs, and, HACP strongly encourages and affirmatively promotes the use of MBEs and WBEs in all HACP contracts. For these purposes, an MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by one or more minority persons." Also, a minority person is defined as a member of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Native-Americans, and Asian-Americans. A WBE/MBE is defined as "any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one percent (51%) owned and controlled by a female.

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

If you have any questions regarding the HACP MBE/WBE goals please contact Ms. Rajeanna Lewis, MBE/WBE Compliance Specialist, by e-mail at [rajeanna.lewis@hacp.org](mailto:rajeanna.lewis@hacp.org) or by contacting her at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200 Pittsburgh PA 15219, telephone (412) 412-643-2905. Bids or proposals must demonstrate how the Offeror intends to meet or exceed these goals.

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

- MBE Goal: 18%
- WBE Goal: 7%

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

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

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

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

Caster D. Binion  
Executive Director  
Housing Authority of the City of Pittsburgh



**Development & Modernization**  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219  
(412) 456-5020  
www.hacp.org

## **SPECIAL PROVISIONS**

### **NOTICE TO ALL PROSPECTIVE BIDDERS**

**Hamilton - Larimer Demolition, AMP - 39**

**CONTRACT NO. 600-15-20**

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

#### **A. Required Documents/Information**

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

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

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

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

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

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

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

**Hamilton - Larimer Demolition, AMP - 39**

**IFB CONTRACT NO. 600-15-20**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH  
DEVELOPMENT & MODERNIZATION DEPARTMENT

100 Ross Street, Suite 200

Pittsburgh, PA 15219

Phone: (412) 456-5020

Fax: (412) 456-5591

Issued: March 23, 2020

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Hamilton - Larimer Demolition, AMP - 39**

HACP Contract No. 600-15-20

**PROJECT MANUAL  
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<b>PART ONE: BIDDING REQUIREMENTS</b>		
<i>Pre-Bid Information</i>	Document 00090	Identification of Owner
<i>Instructions To Bidders</i>	HUD 5369	Instructions to Bidders for Contracts
	Document 00130	Notice of Pre-Bid Conference
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<b>PART TWO: CONTRACT FORMS</b>		
<i>Bid Forms</i>	Document 00310	Scope of Work for General Construction
	Document 00311	Form of Bid for General Construction
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	Document 00434	MBE/WBE Solicitation & Commitment Record
	Document 00435	Bidder Manpower
<i>Supplements To Bid Forms</i>	00436 HUD 5369-A	Previous Related Experience
	HUD-2530	Representations, Certifications and Other Statements of Bidders
	Document 00437	Previous Participation Certificate
	Document 00485	Special Provisions – Notice to All Prospective Bidders
		Non-Collusion Affidavit

<i>Agreement</i>	Document 00500	Form of Agreement
<i>Forms</i>	Document 00590	Contracting Officer Certification Performance Bond
<i>Bonds and</i>	Document 00610	Payment Bond
<i>Certificates</i>	Document 00620	

### **PART THREE: CONDITIONS**

<i>Conditions</i>	HUD 5370	General Conditions of the Contract for Construction
<i>of the</i>	HACP Document	Supplemental General Conditions
<i>Contract</i>	Document 00830	Wage Determination Schedule <b>Not Applicable</b>

### **PART FOUR: TECHNICAL**

#### **SPECIFICATIONS**

<i>General</i>	Document	010000	General Requirements
<i>Requirements</i>	Document	013100	Project Management and Coordination
	Document	013200	Construction Progress Documentation
	Document	013233	Photographic Documentation
	Document	013300	Submittal Procedures
	Document	015000	Temporary Facilities and Controls
	Document	017419	Construction Waste Management and Disposal
	Document	017700	Closeout Procedures
	Document	017839	Project Record Documents
	Document	024116	Structure Demolition
	Document	024119	Selective Structure Demolition
	Document	028200	Asbestos Material Abatement
	Document	311000	Site Clearing
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### **PART FIVE: DRAWINGS**

Sheet A-1:	Drawing Index, Code Conformance Information, Project Contact, Schedule, Site Map, Site Plan .
Sheet A-2:	Demolition Plan Legend, Demolition Plan.
Sheet A-3:	Detail 1, Detail 2, Detail 3, Detail 4, Detail 5, Detail 6 Detail 7, Detail 8, Detail 9.
Sheet A-4:	New Site Plan.
Sheet A-5:	Grading Plan, Demolition Plan Legend.
Sheet C-000:	Title Sheet.
Sheet C-100:	Existing Condition Plan.
Sheet C-400:	Post-Construction Stormwater Management Plan.
Sheet C-900:	Erosion and Sediment Control Plan - Phase 1.
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Sheet C-902:	Erosion and Sediment Control Plan Notes.
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Sheet HYD-1:	Pre-Development Hydrology Plan.
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Sheet PW1:	Sewer Tap Termination Plan.
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**FOR REFERENCE** Asbestos and Hazardous Materials Survey Report Dated 09/19/19

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# HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

## Hamilton - Larimer Demolition, AMP - 39

### HACP CONTRACT NO. 600-15-20

#### INVITATION FOR BIDS LIST OF DOCUMENTS

The HOUSING AUTHORITY OF THE CITY OF PITTSBURGH will receive separate sealed bids for  
Hamilton - Larimer Demolition, AMP - 39, for the  
following contracts:

General Construction

A complete **Invitation for Bids (IFB)** consists of the following documents:

**THE PROJECT MANUAL**, dated March 23, 2020 consisting of:

Bidding Requirements, Contract Forms, Conditions of the Contract, Wage Determination,  
and the Specifications.

**THE PROJECT DRAWINGS**, as prepared by Fukui Architects, dated **March 10, 2020**

**THE BID PACKAGE**, dated March 23, 2020 consisting of:

Project Manual

Bid Form

Invitation For Bids

**ADDENDA** will be issued as required.



# **HOUSING AUTHORITY OF THE CITY OF PITTSBURGH**

## **IDENTIFICATION OF OWNER**

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

**Caster D. Binion  
Executive Director  
Housing Authority of the City of Pittsburgh**

**James D. Harris, Esquire  
General Counsel  
Housing Authority of the City of Pittsburgh**

**Kim Detrick  
Director of Procurement  
Housing Authority of the City of Pittsburgh**

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

☐ (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Hamilton - Larimer Demolition, AMP - 39**

**HACP CONTRACT NO. 600-15-20**

**NOTICE OF  
PRE-BID CONFERENCE**

**A Pre-Bid Conference will be held on April 7, 2020**

- A Pre-Bid Conference will be held on April 7, 2020 at 10:00 am, at the Environment and Energy Community Outreach Center (EECO), 200 Larimer Avenue, Pittsburgh, PA 15206. A site visit of the property will be conducted thereafter. Bidders shall be prepared to review all aspects of the site necessary to prepare a bid.
- Representatives of the Authority, the engineer and other interested parties will be in attendance.

**All bidders are urged to attend.**

- Bidders are responsible for examining the construction site. (Refer to "Instructions to Bidders for Contracts," Document HUD 5369, Clause 1, "Bid Preparation and Submission.") Notwithstanding the above, lack of attendance will not be a basis for rejecting a bid.
- Bidders are urged to examine the drawings and specifications prior to the Pre-Bid Conference.
- Nothing at the Pre-Bid Conference will change the terms of the IFB unless a subsequent Addendum is issued. (Refer to "Instructions to Bidders for Contracts," Document HUD 5369, Clause 2, "Explanations and Interpretations to Prospective Bidders.")



HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Hamilton - Larimer Demolition, AMP - 39**

HACP CONTRACT No. 600-15-20

**PROJECT SCHEDULE**

**NO LATER THAN**  
**March 23, 2020**

Invitation for Bids issued

**April 7, 2020**  
**10:00 am**

Pre-Bid Conference (Followed by Site Visit)

**April 14, 2020**  
**2:00 pm**

Last day to submit written questions

**April 21, 2020**  
**2:00 pm**

Bids due

**May 29, 2020**  
**(estimated)**

Notice of Award

**June 12, 2020**  
**(estimated)**

Execution of Contracts

**June 26, 2020**  
**(estimated)**

Pre-Construction Conference

**July 3, 2020**  
**(estimated)**

Construction Start

120 calendar days  
from effective date  
of Notice to Proceed

All work required under this contract shall be complete

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Hamilton - Larimer Demolition, AMP - 39**

HACP CONTRACT No. 600-15-20

***SCOPE OF WORK FOR  
GENERAL CONSTRUCTION***

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

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

THE BID	Document 00310 - Scope of Work for General Construction Document 00311 - Form of Bid for General Construction
THE FORM OF AGREEMENT	Document 00500 - Form of Agreement Document 00590 - Contracting Officer Certification
CONDITIONS OF THE CONTRACT	Document HUD - 5370 General Conditions HACP Document - Supplemental General Conditions Document 00830 - Wage Determination Schedule

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

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

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

The General Contractor shall coordinate the schedule and activities of work performed by this and all other Prime Contracts, as identified by (G)-General, (P)-Plumbing, (H)-HVAC, and (E)-Electrical.

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

For example, the General Contractor shall coordinate installation of general construction work with the requirements of the Plumbing, Mechanical, and Electrical Contractors.

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

For example, the General Contractor is required by his Primary Specifications to install and repair all general work. In the event that the Plumbing Contractor disturbs the general work, the patching, repair shall be done and follow the same Specification requirements of the appropriate Specification Section by the Plumbing Contractor even if that specification section may not be part of the Plumbing Contractor's Primary Specification. The same applies to all trades where incidental work occurs.

TECHNICAL SPECIFICATIONS MAY BE FOUND AT PART FOUR  
OF THE PROJECT MANUAL

**PLEASE ALSO REFER TO DRAWINGS**

**3. PRIMARY DRAWINGS FOR THE GENERAL CONSTRUCTION CONTRACT**  
(Contained in the set of Project Drawings issued simultaneously with this Project Manual)

All Work contained in the Primary Drawings listed below is the Work of this Contractor unless specifically indicated otherwise.

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

The Primary Drawings for this contract consist of all Fukui Architects construction documents drawings, **dated** March 10, 2020 and specifications contained in this project manual.

In case of drawing conflict with specifications, it is understood that the specification shall supersede the drawings.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Hamilton - Larimer Demolition, AMP - 39**

HACP Contract No. 600-15-20

**FORM OF BID**

**GENERAL CONSTRUCTION**

Contract No.: 600-15-20

TO: HOUSING AUTHORITY  
CITY OF PITTSBURGH  
*(Hereinafter called the "Authority")*  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219

BIDDER:

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

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

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

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

- Project Manual, dated March 23, 2020 containing Bidding Requirements, Contract Forms, Conditions of the Contract, and Specifications
- Project Drawings, dated March 10, 2020
- Addenda (if any) as enumerated in this Form of Bid

hereby proposes to provide all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services required to construct and complete the General Construction Work as described in Document 00310 "Scope of Work for General Construction" and as indicated in the Drawings and Specifications, for the following Firm Fixed Price:

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

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

Bid Security is in amount of:

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

Bid Security is in the form of:

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

3. The Bidder hereby acknowledges receipt of the following Addenda, if any, as issued by the Authority:

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

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

4. The Bidder attaches hereto the Special Provisions (Document 00021);
5. The Bidder attaches hereto the Statement of Bidder's Qualifications (Document 00420);
6. The Bidder attaches hereto the Section 3 Opportunities Plan (Document 00433), MBE/WBE Solicitation and Commitment Record (Document 00434), Bidder Manpower Plan (Document 00435), and Previous Related Experience (Document 00436);
7. The Bidder attaches hereto the Bidder's Representations, Certifications and Other Statements of Bidders (Document HUD 5369-A), Previous Participation Certificate (Document HUD-2530);
8. The Bidder attaches hereto the Bidder's Special Provisions – Notice to All Prospective Bidders (Document 00437), Non-Collusion Affidavit (Document 00485);
9. The Bidder attaches hereto the completed Form of Agreement (Document 00500);
10. The Bidder attaches hereto the Supplemental General Conditions (HACP Document).

**PROPRIETORSHIP SIGNATURE PAGE**

SHEET - FB-I

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

THE BIDDER CERTIFIES THAT THE BIDDER IS:

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

SIGNED, SEALED AND DELIVERED

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

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

---

**PROPRIETORSHIP FICTITIOUS NAME DISCLOSURE**

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

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

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

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

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

**PARTNERSHIP SIGNATURE PAGE**

SHEET - FB-P-1

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

THE BIDDER CERTIFIES THAT THE BIDDER IS:

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

SIGNED, SEALED AND DELIVERED

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

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

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



**PARTNERSHIP FICTITIOUS NAME DISCLOSURE**

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

SHEET FB-P-2

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

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

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

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

**PARTNERSHIP CERTIFICATE**  
(To be used when the Bidder is a partnership.)

SHEET FB-P-3

I, as partner of \_\_\_\_\_,  
*(Name of Partnership)*  
certify that the following are the names and addresses of all the partners of said partnership.

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

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

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

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

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

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

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

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

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

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

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

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

(Use additional sheets as required.)

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

**CORPORATION SIGNATURE PAGE**

(To be used when the bidder is a corporation.)

SHEET FB-C-1

THE BIDDER CERTIFIES THAT THE BIDDER IS:

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

SIGNED, SEALED AND DELIVERED

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

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Corporate Name)

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

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

Witness

{

President

V.P. \*\*

{

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

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

\_\_\_\_\_  
(Corporate Title)

\_\_\_\_\_  
(Corporate Title)

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

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

SHEET FB-C-2

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

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

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

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

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

**CORPORATION CERTIFICATE**

*(To be used when the bidder is a corporation)*

SHEET FB-C-3

\_\_\_\_\_ is a corporation organized and existing  
*(Corporate name used as Bidder name)*

under the laws of the state of \_\_\_\_\_ with its principal place of business at:

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

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

I, \_\_\_\_\_, certify that I am the ☐ **Secretary** ☐ **Assistant Secretary** of the  
*(check one)*  
Corporation named a Bidder herein; that \_\_\_\_\_ who signed  
this Bid on behalf of the Corporation was then \_\_\_\_\_ of said Corporation that  
*(President/V.P.) \*\**

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

*(CORPORATE  
SEAL)*

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we,

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

\_\_\_\_\_, as Sureties, are  
held and firmly bound unto the Housing Authority of the City of Pittsburgh, its certain attorney, successors, or assigns  
(the Obligee, hereinafter called the "Authority") in the penal sum of

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

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

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

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

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

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

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

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

---

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

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

---

SURETY SIGN HERE

*(SURETY  
SEAL)*

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

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



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

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

\_\_\_\_\_

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

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

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

\_\_\_\_\_

SURETY SIGN HERE

(SURETY  
SEAL)

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

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

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

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

---

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Corporate Name)

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

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

Attest

{

President  
V.P. \*\*

{

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

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

\_\_\_\_\_  
(Corporate Title)

\_\_\_\_\_  
(Corporate Title)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

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

(CORPORATE  
SEAL)

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

SURETY SIGN HERE

(SURETY  
SEAL)

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

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

Attest

{

Surety\*\*\*

{

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

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

STATEMENT OF BIDDER'S QUALIFICATIONS

Hamilton - Larimer Demolition, AMP - 39

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

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

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

600-15-20

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

Names of not more than two principals to contact:

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

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

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

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

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

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

AUTHORIZATION:

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

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

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

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

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

## ORGANIZATION

THE BIDDER IS:

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

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

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

Under what other or former names has the bidder operated?

## PAST PERFORMANCE

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

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

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

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

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

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

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

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

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

## FINANCIAL RESOURCES

Financial Statement.

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

Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);  
Net Fixed Assets;  
Other Assets;  
Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);  
Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

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

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

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

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

## TECHNICAL RESOURCES

Licensing:

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

Experiences:

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

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

## REFERENCES

List Trade References (use separate sheet if necessary):

List Bank References (use separate sheet if necessary):

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

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

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

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

I further certify that:

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

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

*(Signature and Date)*

*(Typed or Printed Name)*

*(Title)*

*(Company Name)*

Subscribed and sworn to before me

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

-----

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PLACE HOLDER FOR**  
**ROSTER OF CURRENT EMPLOYEES**

**Pursuant to Housing Authority of the City of Pittsburgh Section 3 Program Manual, Part I, Section A - Section 3 Policy Statement (in part):**

*“HACP shall examine and consider a contractor’s potential for success in providing employment and business opportunities to those covered under Section 3 prior to acting on any proposed contract award. In response to any RFP, RFQ or IFB HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the bidder will comply with the requirements of Section 3.”*

### **Section 3 Participation**

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

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

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

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



## SECTION 3 OPPORTUNITIES PLAN

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

**PRIME CONTRACTOR'S NAME:** \_\_\_\_\_  
**SPECIFICATION OR RFP/IFB/RFQ NUMBER:** \_\_\_\_\_  
**SPECIFICATION OR RFP/IFB/RFQ TITLE:** \_\_\_\_\_

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

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

### **[ ] Tier I – HIRING**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # \_\_\_\_\_. The Contractor has committed to employ \_\_\_\_\_ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the HACP Resident Hiring Requirements through his/her subcontractors. **Contact the 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)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	# NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LIPH (7)	ARLIS (8)
		TOTAL (3)	LIPH (4)	ARLIS (5)			

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

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

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

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

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## 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, 9<sup>th</sup> Floor, Pittsburgh, PA 15219.

### [ ] Tier IV – No New Hire Opportunity

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



## SECTION 3 OPPORTUNITIES PLAN

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

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

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

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

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

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

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

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



HOUSING AUTHORITY OF THE CITY OF PITTSBURGH  
MBE/WBE SOLICITATION AND COMMITMENT RECORD

<b>SOLICITATION AND COMMITMENT STATEMENT</b> <b>MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES</b>					
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	<u>DATE SOLICITED</u> BY PHONE    BY MAIL		<u>COMMITMENT MADE</u> <b>YES</b> <b>NO</b> <small>(IF YES, GIVE DATE)</small>	
COMPANY NAME		_____ QUOTE RECEIVED		_____ AMOUNT COMMITTED	
ADDRESS		YES                      NO		DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	
_____ MBE      _____ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE    BY MAIL		<u>COMMITMENT MADE</u> <b>YES</b> <b>NO</b> <small>(IF YES, GIVE DATE)</small>	
COMPANY NAME		_____ QUOTE RECEIVED		_____ AMOUNT COMMITTED	
ADDRESS		YES                      NO		DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	
_____ MBE      _____ WBE	TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE    BY MAIL		<u>COMMITMENT MADE</u> <b>YES</b> <b>NO</b> <small>(IF YES, GIVE DATE)</small>	
COMPANY NAME		_____ QUOTE RECEIVED		_____ AMOUNT COMMITTED	
ADDRESS		YES                      NO		DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	

Prepared by:

Title:

Phone:

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

## MBE/WBE Participation Plan

### I. SMALL BUSINESS PARTICIPATION

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

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

### II. MINORITY BUSINESS PARTICIPATION

Is the Bidder classified as a Minority Business Enterprise?

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

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

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

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

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

### III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Bidder classified as a Woman-Owned Business Enterprise?

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

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

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

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

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

**\*\*All MBE/WBE firms must be certified.**

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

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

[illegible]

Phone:

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

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

Prepared by:

Title:

Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH  
MBE/WBE EXHIBIT

**MBE/WBE COMMITMENT WAIVER REQUEST FORM**

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

---

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

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

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

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

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

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

3. The Contractor shall provide written notification, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation, to:

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

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

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



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www.hacp.org

## **NOTICE TO ALL PROSPECTIVE BIDDERS**

**REQUEST FOR MANPOWER PLAN  
Hamilton - Larimer Demolition, AMP - 39**

**HACP CONTRACT No. 600-15-20**

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

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

HACP will use this information to determine whether the bidder has the capacity to perform the work.

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

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

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

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

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



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Bidder's Planned Manpower

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

Name	Position	Social Security No. or Driver's License No.		Date of Hire





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

**REQUEST FOR INFORMATION**

Each bidder must submit the following information to assist the Owner to determine if the Bidder has the capacity to perform the required work under this **Project Name:** \_\_\_\_\_ **IFB No.** \_\_\_\_\_.

**Bidder's Capacity**

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

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

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

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

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

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

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

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

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



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## **NOTICE TO ALL PROSPECTIVE BIDDERS**

**Previous Related Experience  
for**

**Hamilton - Larimer Demolition, AMP - 39**

**HACP CONTRACT NO. 600-15-20**

The bidder shall list three (3) firms, governmental units, or persons for whom the bidder has previously performed work of the nature requested under this IFB. Bidder shall list as references all housing authorities, including HACP, for whom the bidder has previously performed work of the nature requested under this IFB. HACP reserves the right to contact such persons at anytime prior to award and the bidder agrees that HACP may rely on information provided by such persons to determine the bidder's responsibility.

In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<b>Reference 1</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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for  
Hamilton - Larimer Demolition, AMP - 39**

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All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<b>Reference 2</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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**Previous Related Experience  
for**

**Hamilton - Larimer Demolition, AMP - 39**

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In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<b>Reference 3</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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**Previous Related Experience  
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In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

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

<b>Reference 5</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
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In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

<b>Reference 6</b>			
<b>Project:</b>			
<b>Contact:</b>			
<b>Contact Telephone Number:</b>			
<b>Contract Amount:</b>			
<b>Change Orders</b>			
<b>Number</b>	<b>Total \$ Value per Change</b>	<b>Description of Change</b>	<b>Reason for Change</b>
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**HACP CONTRACT NO. 600-15-20**

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In addition to the references, all bidders will provide the last three jobs they performed, contact information from the job and all change orders related to the job and the reason for each.

All bidders will provide information on the most recent HACP job to include all change order information and the reason for each. The most recent HACP job can be one of the 3 last jobs performed if that is the case.

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



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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

☒ [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

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

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

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

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

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

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

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

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

# Previous Participation Certification

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

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

## US Department of Agriculture Farmers Home Administration

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

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

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

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The controlling participants(s) further certify that to the best of their knowledge and belief:

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

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	



# Previous Participation Certification

OMB Approval No. 2502-0118

(Exp. 05/31/2019)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

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

## Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

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

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

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Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. part 200, subpart H, can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

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

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

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

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR 200.212, and as further clarified by the Processing Guide referenced in 24 CFR 200.210(b) and made available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR 200.214 and for the Triggering Events listed at 24 CFR 200.218.

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**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR 200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

**Specific Line Instructions** are set forth in the Processing Guide.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved controlling participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a controlling participant may not participate in a proposed or existing multifamily or healthcare project. HUD uses this information to evaluate whether or not controlling participants pose an unsatisfactory underwriting risk. The information is used to evaluate the potential controlling participants and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

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

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

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





**Development & Modernization**  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219  
(412) 456-5020  
[www.hacp.org](http://www.hacp.org)

## **SPECIAL PROVISIONS**

### **NOTICE TO ALL PROSPECTIVE BIDDERS**

#### **Hamilton - Larimer Demolition, AMP - 39**

Documents Required for Payment  
HACP Contract No.: 600-15-20

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

**A. Periodic Estimate – HUD 51001**

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

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

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

**E. Progress Payment Certification**

**F. Current/Approved Certified Payrolls** (submitted to HACP's Davis-Bacon Wage Clerk).

**G. MBE/WBE Utilization Report**

**H. Section 3 Summary Report**

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

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

**THIS DOCUMENT MUST BE SIGNED.**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**NON-COLLUSION  
AFFIDAVIT**

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

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

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

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

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

**Hamilton - Larimer**  
**Demolition, AMP - 39**  
(Project Name)

**600-15-20** \_\_\_\_\_;  
(HACP Contract No.)

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

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

Subscribed and sworn to before me

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

-----

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**FORM OF AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand \_\_\_\_ (20 ) by and between:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ☐ An individual doing business in his/her own name
- ☐ An individual doing business under a fictitious or assumed name
- ☐ A partnership
- ☐ A Corporation

(Hereinafter called the Contractor)

AND

The Housing Authority of the City of Pittsburgh (hereinafter called the Authority)  
200 Ross Street  
Pittsburgh, PA 15219

WITNESSETH: That the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

ARTICLE 1, STATEMENT OF WORK

The Contractor shall provide all labor, materials and equipment, and services necessary to perform and complete all work required in accordance with Fukui Architects drawings for Hamilton - Larimer Demolition, AMP - 39 dated March 10, 2020 and Project Manual dated March 23, 2020 regarding:

CONTRACT NO. 600-15-20

and addenda thereto numbered \_\_\_\_\_, all as prepared by \_\_\_\_\_, which said specifications, drawings, and addenda are incorporated herein by reference and are a part hereof.

The work shall begin at the time stipulated in the NOTICE TO PROCEED and in no event exceeding 120 consecutive calendar days from notice to proceed.

ARTICLE 2, THE CONTRACT PRICE

The Authority shall pay the contractor for the performance of the Contract in current fund, subject to additions and deductions as provided in the specifications.

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

### ARTICLE 3, CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

- a. This Agreement
- b. Project Manual (including all component parts) dated March 23, 2020.
- c. Project Drawings issued by Fukui Architects dated March 10, 2020.

This Agreement, together with the other documents enumerated in this Article 3 which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3, shall govern, except as subsequent parts may establish more specific criteria or language in which case these criteria and language shall govern. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

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

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

---

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-15-20 this contract shall be binding on both parties.

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

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

*Witness*

{

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

*Principal*

{

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

---

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-15-20 this contract shall be binding on both parties.

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

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

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

---

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-15-20 this contract shall be binding on both parties.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Corporate Name)

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

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

Witness

{

President  
V.P. \*\*

{

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

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

\_\_\_\_\_  
(Corporate Title)

\_\_\_\_\_  
(Corporate Title)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

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

(CORPORATE  
SEAL)

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

---

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Secretary

Kim Detrick, Chief Contracting Officer

*Attest*

*Principal*

{

{

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

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

Monique Pierre, Chief Development Officer

*Approved as to  
Contents and Costs*

{

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

Assistant General Counsel

*Approved as to  
Form*

{

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**CONTRACTING OFFICER CERTIFICATION**

I \_\_\_\_\_ certify that I am the Recording Secretary of the Housing Authority of the City of Pittsburgh; that \_\_\_\_\_, who signed this Contract on behalf of the Housing Authority, was then Contracting Officer of said Authority; that the said Contract was duly signed for and on behalf of the Housing Authority of the City of Pittsburgh.

\_\_\_\_\_  
Secretary (SEAL)



HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**PERFORMANCE BOND**

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND IN FAVOR OF THE  
AUTHORITY CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, that we,

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

\_\_\_\_\_, as Sureties, are  
held and firmly bound unto the **Housing Authority of the City of Pittsburgh**, its certain attorney, successors, or assigns  
(the Obligee, hereinafter called the "Authority") in the penal sum of

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

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

WHEREAS, the Principal heretofore has submitted to the said Authority a certain bid, dated

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

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

WHEREAS, the said Authority is a "Contracting body" under provisions of Act No. 385 of the General Assembly  
of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the  
"Public Works Contractors' Bond Law of 1967" (8 P.S. 191-202) (the "Act"); and

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal shall furnish this  
Bond to the said Authority, with this Bond to become binding upon the award of a Contract to the Principal by the said  
Authority in accordance with the Bid; and

WHEREAS, it also is a condition of the IFB that this Bond shall be furnished by the Principal to the said Authority;  
and

WHEREAS, Under the Invitation for Bids, it is provided, inter alia, that if the Principal shall furnish this Bond to  
the said Authority, and if the said Authority shall make an award to the Principal in accordance with the Bid, then the  
Principal and the said Authority shall enter into a contract with respect to performance of such work (the "Contract"), the  
Form of Agreement for which is set forth in the IFB.

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall faithfully perform the Contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Authority from any and all cost and damage which the said Authority may suffer by reason of the principal's failure to do so, and shall fully reimburse and repay the said Authority any and all outlay and expense which it incurs by reason of any such default, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year from completion date of the contract against defects in workmanship or materials in accordance with the terms of the Contract.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS  
(2 required by Authority)

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

---

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

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

---

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

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

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

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

---

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

*(CORPORATE  
SEAL)*

\_\_\_\_\_  
*(Corporate Name)*

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

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

*Witness*

*President*

*V.P. \*\**

{

{

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

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

\_\_\_\_\_  
*(Corporate Title)*

\_\_\_\_\_  
*(Corporate Title)*

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

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

(CORPORATE  
SEAL)

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

SURETY SIGN HERE

(SURETY  
SEAL)

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

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

Attest  
{

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

Surety \*\*\*  
{

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

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

\_\_\_\_\_  
The rate of premium charged is \$ \_\_\_\_\_ per thousand.  
(To be filled in by Surety)

The total amount of premium charged is \$ \_\_\_\_\_  
(To be filled in by Surety)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**PAYMENT BOND**  
**(Labor and Materialmen's Bond)**

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE  
AUTHORITY CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, that we,

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

\_\_\_\_\_, as Sureties, are  
held and firmly bound unto the **Housing Authority of the City of Pittsburgh**, its certain attorney, successors, or assigns  
(the Obligee, hereinafter called the "Authority") in the penal sum of

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

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

WHEREAS, the Principal heretofore has submitted to the said Obligee a certain bid, dated

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

\_\_\_\_\_  
*(Insert name of project exactly as it appears on Form of Agreement)*

pursuant to specifications, drawings and other related documents constituting the Invitation for Bids (the "IFB"); and

WHEREAS, the said Authority is a "Contracting body" under provisions of Act No. 385 of the General Assembly  
of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the  
"Public Works Contractors' Bond Law of 1967" (8 P.S. 191-202) (the "Act"); and

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal shall furnish this  
Bond to the said Authority, with this Bond to become binding upon the award of a Contract to the Principal by the said  
Authority in accordance with the Bid; and

WHEREAS, it also is a condition of the IFB that this Bond shall be furnished by the Principal to the said Authority;  
and

WHEREAS, Under the Invitation for Bids, it is provided, inter alia, that if the Principal shall furnish this Bond to the said Authority, and if the said Authority shall make an award to the Principal in accordance with the Bid, then the Principal and the said Authority shall enter into a contract with respect to performance of such work (the "Contract"), the Form of Agreement for which is set forth in the IFB.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said principal and of such subcontractors shall promptly make payment for all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment or services enter into and become component parts of the work or improvement contemplated in said contract, or in any amendment or extension of or addition to said Contract, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or machinery, shall have direct right of action against the principal and surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered or materials furnished (or where labor has been performed, services rendered or materials furnished under said Contract is more than one State, then in any such State). Insofar as permitted by the laws of such State, such right of action shall be asserted in a proceeding instituting such action and any or all other persons having claims hereunder, and any other person having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said Contract and final settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the complete performance of said contract and final settlement thereof.

(d) As used herein: The term "person" refers to any individual, firm or corporation who have furnished materials or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract or in any amendment or extension of or addition to said Contract, who is an agent, servant or employee of the principal, or of any subcontractor, or of any assignee of said principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any sub-contractor, or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.



The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN \_\_\_\_\_ ORIGINAL COUNTERPARTS  
(2 required by Authority)

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

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IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

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

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IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

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

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

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IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Corporate Name)

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

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

Witness

President

{

V.P.\*\*

{

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

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

\_\_\_\_\_  
(Corporate Title)

\_\_\_\_\_  
(Corporate Title)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

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

(CORPORATE  
SEAL)

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

---

SURETY SIGN HERE

(SURETY  
SEAL)

	<hr/>		<hr/>
	(Printed or Typed Name)		(Printed or Typed Name)
Attest		Surety	
	{		{
	<hr/>		<hr/>
	(Signature and Date)		(Signature and Date)

---

The rate of premium charged is \$ \_\_\_\_\_ per thousand.  
(To be filled in by Surety)

The total amount of premium charged is \$ \_\_\_\_\_  
(To be filled in by Surety)

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (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 "as shown" "as indicated", "as detailed", or 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



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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.

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of Construction

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



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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

this contract within 120 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

submitted not later than 45 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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

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

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

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

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \$ 500.00 [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 \$ 1MILLION [Contracting Officer insert amount]



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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ **1MILLION** [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).

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#### 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.

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#### 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.



**Development & Modernization**  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219  
(412) 456-5020  
www.hacp.org

**Hamilton - Larimer Demolition, AMP - 39**

**HACP Contract No. 600-15-20**

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



THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Hamilton - Larimer Demolition, AMP - 39**

**IFB Contract No. 600-15-20**

**WAGE DETERMINATION SCHEDULE**

The construction covered by this contract is **NOT** subject to the requirements of Clause 47 **Labor Standards - Davis-Bacon and Related Acts** of the General Conditions of the Contract for Construction. In accordance with 47 (a)(1) the wage determination of the Secretary of Labor is **NOT** attached.

## PART 4: TECHNICAL SPECIFICATIONS

**Hamilton - Larimer Demolition, AMP - 39**

IFB CONTRACT NO. 600-15-20

**HAMILTON-LARIMER**

6201 – 6209 Carver St, 6200 – 6256 Auburn St, Pittsburgh, PA 15206

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**Demolition of bldgs and Infrastructure, Site Restoration and "Public Enhancement"**

Fukui Architects Project #1938

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Issue Date: March 13, 2020

**OWNER:**

HACP

100 Ross St, Suite 200  
Pittsburgh, PA, 15219

**ARCHITECT:**

Fukui Architects PC  
205 Ross Street  
Pittsburgh, PA 15219

**CONTRACTOR:**

TBD

**SITE/CIVIL ENGINEERS:**

Civil and Environmental Consultants, Inc  
4000 Triangle Lane · Suite 200  
Export, PA 15632

312500 – EROSION AND SEDIMENTATION CONTROL

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SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - GENERAL (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 010000

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.

#### 1.2 DEFINITIONS

- A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-demolition conferences.
  7. Project closeout activities.

1.5 (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect and Construction Manager.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received after 2:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.

- b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.

#### 1.6 PROJECT MEETINGS

- A. General: Construction manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within 5 days of the meeting.
- B. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals.
1. Attendees: In addition to representatives of Owner Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.



- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
  - 3. Three paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

#### 1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
  - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.

5. Pending modifications affecting the Work and Contract Time.

- E. Recovery Schedule: When periodic update indicates the Work is [14] <Insert number> or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.3 REPORTS

- A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: The Contractor shall submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: The Contractor shall submit unaltered, original, full-size image files within seven days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
  - 2. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Date photograph was taken.
    - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    - e. Unique sequential identifier keyed to accompanying key plan.
  - 3. Submission: Provide images in JPG format, with minimum size of 8 megapixels. Copy photos to a flash drive large enough to carry all photos and submit to HACP within seven days of taking photographs.

### 1.3 QUALITY ASSURANCE

## PART 2 - PRODUCTS

### 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

## PART 3 - EXECUTION

### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.
- C. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- D. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as Project Record Documents.
- F. Additional Photographs: Architect or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum or in the allowance for construction photographs.
  - 1. Three days' notice will be given, where feasible.

2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:
  - a. Special events planned at Project site.
  - b. Immediate follow-up when on-site events result in construction damage or losses.
  - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
  - d. Substantial Completion of a major phase or component of the Work.
  - e. Extra record photographs at time of final acceptance.
  - f. Owner's request for special publicity photographs.

END OF SECTION 013233



## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.

- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

#### A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.
  - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
3. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Architect will not return copies.
4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

#### B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
  - a. Manufacturer's catalog cuts.
  - b. Manufacturer's product specifications.
  - c. Standard color charts.
  - d. Statement of compliance with specified referenced standards.
  - e. Testing by recognized testing agency.
  - f. Application of testing agency labels and seals.
  - g. Notation of coordination requirements.
  - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams showing factory-installed wiring.

- b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 11 by 17 inches
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the

following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Submit product schedule in the following format:
    - a. Three paper copies of product schedule or list unless otherwise indicated. Architect will return two copies.
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results for compliance with requirements in contract documents.
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300



## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

#### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  1. Install electric power service underground unless otherwise indicated.
  2. Connect temporary service to Owner's existing power source, as directed by Owner.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.
  1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
  3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.

- H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations
- F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition waste.
  - 2. Recycling nonhazardous demolition waste.
  - 3. Disposing of nonhazardous demolition waste.
- B. Related Requirements:
  - 1. Section 024116 "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
  - 2. Section 024119 "Selective Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
  - 3. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

#### 1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### 1.3 PERFORMANCE REQUIREMENTS

### 1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 30 days of date established for commencement of the Work.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons.
  - 4. Quantity of waste salvaged, both estimated and actual in tons.
  - 5. Quantity of waste recycled, both estimated and actual in tons.
  - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
  - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Statement of Refrigerant Recovery: Signed by refrigerant technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- H. Waste management conference: Conduct conference at Project sit to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following
  - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator



2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

## 1.6 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification and waste reduction work plan. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan
- B. Waste Identification: Indicate anticipated types and quantities of demolition waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

- B. Waste Management Coordinator: Identify a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.

### 3.3 RECYCLING DEMOLITION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.

- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

### 3.4 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
  - 1. Pulverize concrete to maximum 1-1/2-inch size.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
  - 1. Pulverize masonry to maximum 1-1/2-inch size.
  - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
  - 1. Structural Steel: Stack members according to size, type of member, and length.
  - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- F. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- G. Carpet Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
  - 1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- H. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- I. Conduit: Reduce conduit to straight lengths and store by type and size.

### 3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Repair of the Work.
- B. Related Requirements:
  - 1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.
  - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.2 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Terminate and remove temporary facilities from Project site.
  2. Revise "Inspection" Paragraph below to comply with office policy and Project requirements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and HACP Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

### 1.3 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

### 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

## PART 2 - EXECUTION

### 2.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owners property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit one paper-copy set of marked-up record prints.
    - b. Final Submittal:
      - 1) Submit one paper-copy set of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings, incorporating new and revised Drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual demolition where demolition varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.



- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.
  2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect and Construction Manager.
    - e. Name of Contractor.

## 2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

## SECTION 024116 - STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Abandoning in-place or Removing below-grade construction.
3. Disconnecting, capping or sealing, and abandoning in-place or removing site utilities.
4. Salvaging items for reuse by Owner.

#### 1.2 MATERIALS OWNERSHIP

- ##### A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- ##### B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.3 PREINSTALLATION MEETINGS

- ##### A. Predemolition Conference: Conduct conference at the Project site (6200 -6256 Auburn Street).

#### 1.4 INFORMATIONAL SUBMITTALS

- ##### A. Engineering marked-up Survey showing the below:

Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for environmental protection, for dust control protection of concrete walks, trees and site features identified or otherwise remaining in place. Indicate proposed locations and construction of barriers.

- ##### B. Schedule of building demolition activities with starting and ending dates for each activity.
- ##### C. Predemolition photographs or video.
- ##### D. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before building demolition, Owner will remove the following items:
    - a. None.
- D. Hazardous Materials: Hazardous materials, which include mercury-containing fluorescent tubes/bulbs and polychlorinated biphenyl (PCB) containing light ballasts, are assumed to be present in the structures. The hazardous materials shall be removed and properly disposed or recycled prior to the commencement of demolition activities. It is the Contractor's responsibility for proper removal and disposal/recycling and the work shall be performed in accordance with all Federal, State, and Local regulations and guidelines.
  - 1. During demolition activities that impact painted components, the Contractor is required to comply with the Occupational Safety and Health Administration (OSHA) Lead in Construction standard (29 CFR 1926.62)
- E. On-site storage or sale of removed items or materials is not permitted.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing City of Pittsburgh, Allegheny County and EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

### 2.2 SOIL MATERIALS

- A. Satisfactory Soils: Comply with requirements in Section 312000 "Earth Moving."

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

### 3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Salvaged Items: Comply with the following:
  - 1. Clean salvaged items of dirt and demolition debris.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.

### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
  - 1. Contractor will arrange to shut off utilities. Coordinate all utility shut offs with HACP. Contractor shall be solely responsible for independently confirm that utilities are in fact shut-off and pose no danger, prior to beginning demolition work.

2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction. Cap all existing water taps as shown on engineers documentation.
4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, trees, curbs, lighting and vegetation to remain.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
- D. Temporary Protection: Erect temporary protection, such as walks, fences or railings, where required by authorities having jurisdiction and as indicated. Comply with requirements in Section 015000 "Temporary Facilities and Controls."
  1. Protect existing site improvements, appurtenances, and landscaping to remain.
  2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
  6. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.5 DEMOLITION

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain fire watch during and for at least 2 hours after flame-cutting operations.

3. Maintain adequate ventilation when using cutting torches.
  4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- C. Explosives: Use of explosives is not permitted.
- D. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- E. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- F. Salvage or recycling: Items to be removed and salvaged are indicated on Drawings.
- G. Remove existing electrical transformers and recycle or salvage them per Section 017419 "Construction Waste Management and Disposal."
- H. Demolish foundation walls and other below-grade construction.
1. Exterior waterproofing on foundation block walls is known to contain asbestos. See section 028200 "Asbestos Materials Abatement"
- I. Existing Utilities: Demolish existing all utilities and below-grade utility structures. Abandon utilities outside this area.
- J. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 312000 "Earth Moving."
- K. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Fine grade per plans and provide a smooth transition between adjacent existing grades and new grades.
- L. Promptly repair damage to adjacent buildings caused by demolition operations.

3.6 CLEANING

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
- B. Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 024116

## SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site (6200 -6256 Auburn Street).

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Predemolition Photographs or Video: Submit before Work begins.
- C. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.



1.6 QUALITY ASSURANCE

- A. See section 02 41 16 “Structure Demolition”

1.7 FIELD CONDITIONS

- A. See section 02 41 16 “Structure Demolition”

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. See section 02 41 16 “Structure Demolition”

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- C. Survey of Existing Conditions: Record existing conditions by use of measured drawings.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. See section 02 41 16 “Structure Demolition”

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 4. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.6 CLEANING

- A. See section 02 41 16 “Structure Demolition”

END OF SECTION 024119

## SECTION 02 82 00 ASBESTOS MATERIALS ABATEMENT

### 02 82 01 RELATED DOCUMENTS

This Specification sections "General Conditions", "Special requirements" and "General Requirements" form a part of this section by this reference thereto and shall have the same force and effect as if printed herewith in full.

#### 02 82 02 SCOPE:

This Specification covers the abatement of the following asbestos-containing materials at Hamilton/Larimer, Buildings 2, 3, 4, 5, 6 and 7, Pittsburgh PA in the following areas:

- Exterior Asbestos Containing Waterproofing (see attached PSI report):
  - Building 2: 1,232 square feet approx.
  - Building 3: 1,232 square feet approx.
  - Building 4: 1,232 square feet approx.
  - Building 5: 1,232 square feet approx.
  - Building 6: 1,232 square feet approx.
  - Building 7: 1,232 square feet approx.
- Refer to attached PSI Hazardous Materials Report for any further asbestos containing materials present.

**These quantities are being given for convenience ONLY. The General Contractor shall be responsible for independently reviewing the documentation and site conditions to ascertain quantities for both bidding purposes and remediation.**

#### 02 82 03 DESCRIPTION OF WORK:

NOTHING CONTAINED IN THIS SPECIFICATION SHALL BE INTERPRETED AS ALLOWING THE GENERAL CONTRACTOR TO VIOLATE CURRENT OSHA OR ACHD REGULATIONS GOVERNING HAZARDOUS MATERIAL REMOVAL.

The Work specified herein shall be the removal of asbestos-containing material by persons knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos containing material, and the subsequent cleaning of the affected environment, and who comply with Allegheny County, State and Federal regulations which mandate work practices, and who are capable of performing the Work of this Contract. The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals which are necessary or required to perform the Work in accordance with applicable governmental regulations and these Specifications. The Contractor shall also include environmental testing services.

The Contractor shall remove all asbestos-containing waterproofing and foundation block walls from Buildings 2, 3, 4, 5, 6 and 7. The contractor shall demolish all walls, floors and building elements above the foundation block wall taking care not to disturb the foundation block wall. After demolition and removal of all walls above foundation block wall the contractor shall retain an asbestos abatement supervisor to oversee the removal of foundation block walls. Treat all foundation elements as ACM waste and dispose of accordingly. Debris and contaminated Soil shall be treated as asbestos waste.

The Contractor shall properly remove and dispose of all further asbestos-containing materials identified in the PSI hazardous materials report.

Comply with the current issue of each applicable federal, state and local regulation. Allegheny County Health Department, Article XXI, EPA, OSHA, DOT, TSCA, and all state, county, and city codes and ordinances including Pa. Act 194 & 161.

#### 02 82 05 SUBMITTALS AND NOTICES:

Prior to commencement of work: Submit proof satisfactory that all required permits, site location, and arrangements for transport and disposal of asbestos-containing or contaminated materials, supplies, and the like have been obtained. Submit names, training certificate and Pennsylvania Department of Labor certification of superintendent and foremen and all workers who will be performing work related to this Project. Copies of these documents shall be maintained in Project Log Book. Post warning signs in and around the Work area to comply with OSHA regulations 29 CFR 1910.1001 and 29 CFR 1926.1101. The asbestos contractor must inform other employers on site of the nature of the Contractor's work with asbestos and the existence of and requirements pertaining to regulated areas in order to comply with OSHA regulation 29 CFR 1926.58, 29 CFR 1910.134 and 1926.1101. Such notification shall be coordinated with, and approved by, the Owner.

#### 02 82 06 PERSONAL PROTECTION AND SAFETY:

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, methods, and for any damages which may result from his operations, improper construction practices, or maintenance. He shall erect and properly maintain at all times as required by the conditions and progress of the Work, proper safeguards for the protection of workmen and the public and shall post current OSHA warning signs around the job site.

Respiratory protection requirements: Perform all asbestos related activities in compliance with current OSHA regulations.

#### 02 82 07 TOOLS AND EQUIPMENT:

Provide suitable tools and equipment for proper, legal and regulatory compliant asbestos removal.

#### 02 82 08 - EXECUTION

Separate all work areas means of Mini Containments. Pre-clean work area where feasible. Prepare work area per ACHD Article XXI, EPA and OSHA regulations. All Class I abatement work will be done under Mini containment unless other methods have been approved by Allegheny County's Bureau of Air Pollution. Double suit inside the Mini-Containment. Provide negative air and proper signage. Remove only thoroughly wetted asbestos material. Bulk asbestos material shall be double bagged in 6 mil thick bags, before it dries. The contractor will be responsible for OSHA monitoring of the employees. (AGE) will conduct a thorough visual inspection prior to setting air pumps. Upon successful completion of the visual inspection the final air clearance test will be conducted. Local, state, and federal permits shall be obtained for the transportation of asbestos materials, and all procedures shall be followed as they pertain to transportation of asbestos materials. All wastewater shall be filtered through a five-micron filter prior to final disposal in a sanitary sewer.

END OF SECTION 028200

## SECTION 311000 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing site utilities.
7. Temporary erosion- and sedimentation-control measures.

#### 1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

#### 1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- E. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.

2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
  1. Obtain approved soil material off-site when satisfactory soil material is not available on-site.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
  1. Restore damaged improvements to their original condition, as acceptable to Owner.

### 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

### 3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements in Section 015000 "Temporary facilities and Controls"
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

### 3.4 EXISTING UTILITIES

- A. See section 02 41 16 "Structure Demolition"

### 3.5 CLEARING AND GRUBBING

- 1. Existing trees to remain unless otherwise indicated or necessary for building demolition.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

### 3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000



## SECTION 312000 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for walks, turf and grasses, and plants.
3. Subbase course for concrete walks.
4. Excavating and backfilling trenches for utilities and pits for buried utility structures.

#### 1.2 DEFINITIONS

##### A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

##### B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

##### C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

##### D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

##### E. Fill: Soil materials used to raise existing grades.

##### F. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

##### G. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

- H. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct pre-excavation conference at Project site (6200-6256 Auburn Street).

### 1.4 INFORMATIONAL SUBMITTALS

- A. Material test reports.

### 1.5 FIELD CONDITIONS

- A. Do not commence earth-moving operations until plant-protection measures specified in Section 01500 "Temporary Facilities and Controls" are in place.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

### 3.2 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.3 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
  - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
  - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:
  - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
  - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

### 3.4 SUBGRADE INSPECTION

- A. Proof-roll subgrade below pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### 3.5 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.6 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.

### 3.7 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  1. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
  2. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
  3. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

### 3.8 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  1. Turf or Unpaved Areas: Plus or minus 1 inch.
  2. Walks: Plus or minus 1 inch.
  3. Pavements: Plus or minus 1/2 inch.

### 3.9 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
  1. Shape subbase course and base course to required crown elevations and cross-slope grades.
  2. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.11 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.12 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

## SECTION 312500 – EROSION AND SEDIMENTATION CONTROL

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All Contractors, Subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.

#### 1.2 SECTION INCLUDES

- A. Installation of erosion and sedimentation control best management practices (BMP's).

#### 1.3 RELATED DRAWINGS, DOCUMENTS AND SECTION

- A. Civil Drawing Package prepared by Civil & Environmental Consultants, Inc., and all updates.
- B. Geotechnical Report, and all updates.
- C. Approved Erosion and Sedimentation Control Plan prepared by Civil & Environmental Consultants, Inc.

#### 1.4 REFERENCES

- A. Commonwealth of Pennsylvania Department of Environmental Protection Erosion and Sedimentation Control Manual, latest edition.

#### 1.5 DEFINITIONS

- A. Not used.

#### 1.6 SUBMITTALS

- A. Manufacturer's Product Data: Provide product data for all erosion and sedimentation control products used, as indicated on the Approved Erosion and Sedimentation Control Plan.
- B. Manufacturer's Installation Instructions: Indicate special procedures required to install approved products.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

#### 1.7 REGULATORY REQUIREMENTS

- A. Adhere to the requirements set forth in the approved Erosion and Sediment Control Plan

- B. Adhere to the requirements of the approved Pennsylvania Department of Environmental Protection National Pollutant Discharge Elimination System Permit for the project.

#### 1.8 COORDINATION

- A. Protect adjacent properties and water resources from erosion and sediment damage throughout life of contract.
- B. Conduct earthmoving activities to minimize earth disturbance.

#### 1.9 PROJECT RECORD DOCUMENTS

- A. Not used.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Temporary Seeding: Quick growing grasses such as wheat, rye, or oats and temporary mulches such as loose straw, netting, wood cellulose, or agricultural silage unless otherwise specified in the Erosion and Sedimentation Control Plan or Construction Drawings.
- B. Inlet Protection: Inlet protection shall be Verti-Pro, Dandy Bag, or an Owner approved equal.
- C. Compost Filter Sock: In accordance with the requirements of the Pennsylvania Department of Environmental Protection requirements.

#### 2.2 STORAGE AND HANDLING

- A. Deliver, store and handle fabrics, geotextiles, and herbicides in accordance with the manufacturer's recommendations. During periods of shipment and storage, the geotextiles shall be protected from direct sunlight, ultraviolet rays, temperatures greater than 140 degrees Fahrenheit, mud, dirt, dust, and debris. The fabric shall be wrapped in a heavy duty covering or shielded from direct sunlight.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Review Construction Drawings and Erosion and Sedimentation Control Plan.
- B. Deficiencies or changes on Construction Drawings or Erosion and Sedimentation Control Plan as it is applied to current conditions shall be brought to the attention of Owner for remedial action.
- C. Contractor to verify that all permits and approvals have been received prior to construction. Contractor shall keep a copy of the Erosion and Sedimentation Control Plan and drawings onsite at all times.

#### 3.2 EROSION CONTROL AND SLOPE PROTECTION IMPLEMENTATION

- A. Place erosion control systems in accordance with Construction Drawings and Erosion & Sedimentation Control Plan or as may be dictated by site conditions in order to maintain the intent of the specifications and permits at no additional cost to Owner.
- B. Owner has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct Contractor to provide immediate permanent or temporary pollution control measures. Contractor will be required to incorporate permanent erosion control features into project at earliest practical time to minimize need for temporary controls. Permanently seed and mulch cut slopes as excavation proceeds to extent considered desirable and practical.
- C. Maintain temporary erosion control systems as directed by Owner or governing authorities to control siltation during life of contract. Contractor shall respond to maintenance or additional work ordered by Owner or governing authorities within 48 hours or sooner if required.
- D. Slopes that erode easily or that will not be graded for a period of 4 days or more shall be temporarily seeded as work progresses in accordance with the landscape plans and specifications unless otherwise specified on the Construction Drawings or Erosion and Sedimentation Control Plan.

END OF SECTION 312500



## SECTION 329200 - TURF AND GRASSES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Seeding.
2. Sodding.

#### 1.2 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- I. Surface Soil: Whatever soil is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Certification of grass seed.
- B. Product certificates.

#### 1.5 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
  - 1. Pesticide Applicator: State licensed, commercial.
- B. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory.
  - 1. The soil-testing laboratory shall oversee soil sampling.
  - 2. Report suitability of tested soil for turf growth.
    - a. State recommendations for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
    - b. Report presence of problem salts, minerals, or heavy metals; if present, provide additional recommendations for corrective action.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

#### 1.7 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
  - 1. Seeded Turf: 60 days from date of Substantial Completion.
    - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

## PART 2 - PRODUCTS

### 2.1 SEED

- A. Grass Seed: Provide blue tag Pennsylvania certified fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixture composed of grass species, proportions, and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. Mixture shall not contain more than .05% weed or crop seed nor more than 1.5% inert matter.
- B. Permanent Seeding Mixture
  - 1. LAWN MIX – ERNEST 5311 CONSERVATION MIX OR EQUAL
    - a. 30 percent Creeping Red Fescue (*Festuca rubra*)
    - b. 25 percent Kentucky Bluegrass, 'Arc' (*Poa pratensis*, 'Arc')
    - c. 25 percent Kentucky Bluegrass, 'Corsair' (*Poa pratensis*, 'Corsair')
    - d. 10 percent Annual Ryegrass (*Lolium multiflorum* (L. perenne var. italicum))
    - e. 10 percent Perennial Ryegrass 'Confetti III' (turf type)
    - f. Seed @ 200 lb per acre, or 5 lb per 1,000 SF

### 2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: In accordance with the soil test recommendations, lime shall be natural dolomitic limestone containing not less than 85% of natural carbonates with a minimum of 30% magnesium carbonates, ground so that not less than 90% passes a 20-mesh sieve and not less than 50% passes a 100-mesh sieve.
- B. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

### 2.3 ORGANIC SOIL AMENDMENTS

- A. Organic Matter: If required by the soil test, organic matter shall be polymer dewatered recycled composted leaf and/or bark mulch
- B. Peat Hummus: Decomposed peat free of disease and fungus with no identifiable fibers and with pH range suitable for intended use.
- C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

### 2.4 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

- C. Commercial Fertilizer: Complete high grade fertilizer of neutral character, with some elements derived from organic sources and conforming to the requirements of all federal, state, and local laws. Provide proper fertilizer to remedy deficiencies found in soil tests. Provide nitrogen, phosphorous, and potassium in amounts recommended in soil reports from qualified soil testing agency.

## 2.5 PLANTING SOILS

- A. Planting Soil: Reuse surface soil stockpiled on site if acceptable by the Owner's Representative. Verify suitability of surface soil to produce topsoil meeting requirements and amend if necessary. Supplement when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. If imported topsoil is necessary, the source of the topsoil must be approved by Owner's Representative before delivering topsoil to the site. It shall be obtained from naturally well drained sites where topsoil occurs at least 4 inches deep; do not obtain from lakes, ponds, bogs, or marshes.
- C. Planting Soil: Planting mixture shall be three (3) parts by volume of topsoil to one (1) part by volume of peat humus.

## 2.6 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.

## 2.7 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Herbicide "Round Up" or equal. No spraying shall be done without first submitting a spray program to the Owner's Representative for approval. After approval, application will only be permitted by licensed individuals.

# PART 3 - EXECUTION

## 3.1 TURF AREA PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
  - 1. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.
  - 2. Spread planting soil to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

- B. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
  - 1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
  - 2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.
  - 3. Remove stones larger than 2 inches in any dimension and sticks, roots, trash, and other extraneous matter.
  - 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.2 SEEDING

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at the rate specified using a mechanical seeder or sowing by hand for small areas. Establish seed to soil contact.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
  - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

### 3.3 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain height appropriate for species without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.
- C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

#### 3.4 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
  - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION 329200

THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**Hamilton - Larimer Demolition, AMP - 39**

**IFB Contract No. 600-15-20**

**PART FIVE: DRAWINGS:**

**Demolition of bldgs and Infrastructure, Site  
Restoration  
and "Public Enhancement"  
6200-6256 Auburn St, 6201-6209 Carver St,  
Pittsburgh, PA 15206**

### Code Conformance Information

Applicable Codes	
General:	2015 International Building Code
Accessibility:	2009 ICC/ANSI A117.1
Energy:	2015 International Energy Conservation Code
Electrical:	2014 NEC (NFPA 70)
Fire:	2015 International Fire Code
Fuel Gas:	2015 International Fuel Gas Code
Mechanical:	2015 International Mechanical Code
Plumbing:	2015 International Plumbing Code
	W/ Allegheny County Health Department Article XV
Fire Alarm:	2013 NFPA 72
Sprinkler:	2013 NFPA 13
General Building / Project Information	
Classification of Work:	Demolition
Occupancy Group:	R-2
Stories:	2
Gross Area:	7,700 SF Per Building
Construction Type:	VB
Sprinklers:	N/A
Fire Alarm:	N/A

Note: Any questions concerning the Construction Documents shall first be directed to the Architect. The Architect will forward questions as appropriate to the consulting engineers.

**Property Owner:**

HOUSING AUTHORITY CITY OF  
PITTSBURGH  
200 Ross St  
Pittsburgh, PA 15219  
Contact:  
J. Solis: Project Manager  
Development & Modernization Department  
Housing Authority of the City of Pittsburgh  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219  
Tel: (412) 456-5020 X 2899  
Fax: (412) 456-5591  
E-mail: Jose.Solis@hacp.org

**Architect:**  
Fukui Architects, PC  
205 Ross Street  
Pittsburgh, PA 15219  
ph: 412.281.6001  
fx: 412.281.6002  
fgf@farpc.com  
contact: Felix Fukui, AIA

**Site/Civil Engineers**  
Civil and Environmental Consultants, Inc  
4000 Triangle Lane · Suite 200  
Export, PA 15632  
ph: (800) 899-3610  
contact: John J. Frydrych  
jffrydrych@ceecinc.com

**Plan Review & Inspection:**

PLI City of Pittsburgh  
200 Ross St STE 320  
Pittsburgh, PA 15219  
ph: 412-255-2175



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general notes

1. Any conflicts in the drawings or between the new and existing construction shall be referred to the Architect.
2. Contractor shall verify all dimensions and existing conditions in the field and shall advise **Pakul Architects, P.C.** of any discrepancies between the drawings and existing conditions, or alterations to any and all conditions prior to construction with any phase of work. **Do not scale drawings.**
3. All work shall be installed in accordance with applicable codes and specifications.
4. Contractor shall be responsible for the patching, repainting, and preparations of all existing floor, wall, and ceiling surfaces as required to receive scheduled finishes.
5. All items shown on drawings are finished construction assemblies. Contractor shall install and install all material required for finished assemblies.
6. All reports, plans, specifications, computer files, field notes, and other documents and drawings or drawings prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain the common law copyright in the drawings and other materials, including the copyright thereof.

## revisions

project title

**Owner:**  
HACP  
200 Ross St  
Pittsburgh, PA,15219

**Hamilton-Larimer**  
6201 – 6209 Carver St, 6200 – 6256  
Auburn St, Pittsburgh, PA 15206

drawing title

**DRAWING INDEX, CODE  
CONFORMANCE INFORMATION,  
PROJECT CONTACT SCHEDULE,  
SITE MAP, SITE PLAN**

Sheet No.

# A1

Project #1938





seal

#### general notes

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#### revisions

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**Owner:**  
HACP  
200 Ross St  
Pittsburgh, PA, 15219

**Hamilton-Larimer**  
6201 - 6209 Carver St, 6200 - 6256  
Auburn St, Pittsburgh, PA 15206

#### drawing title

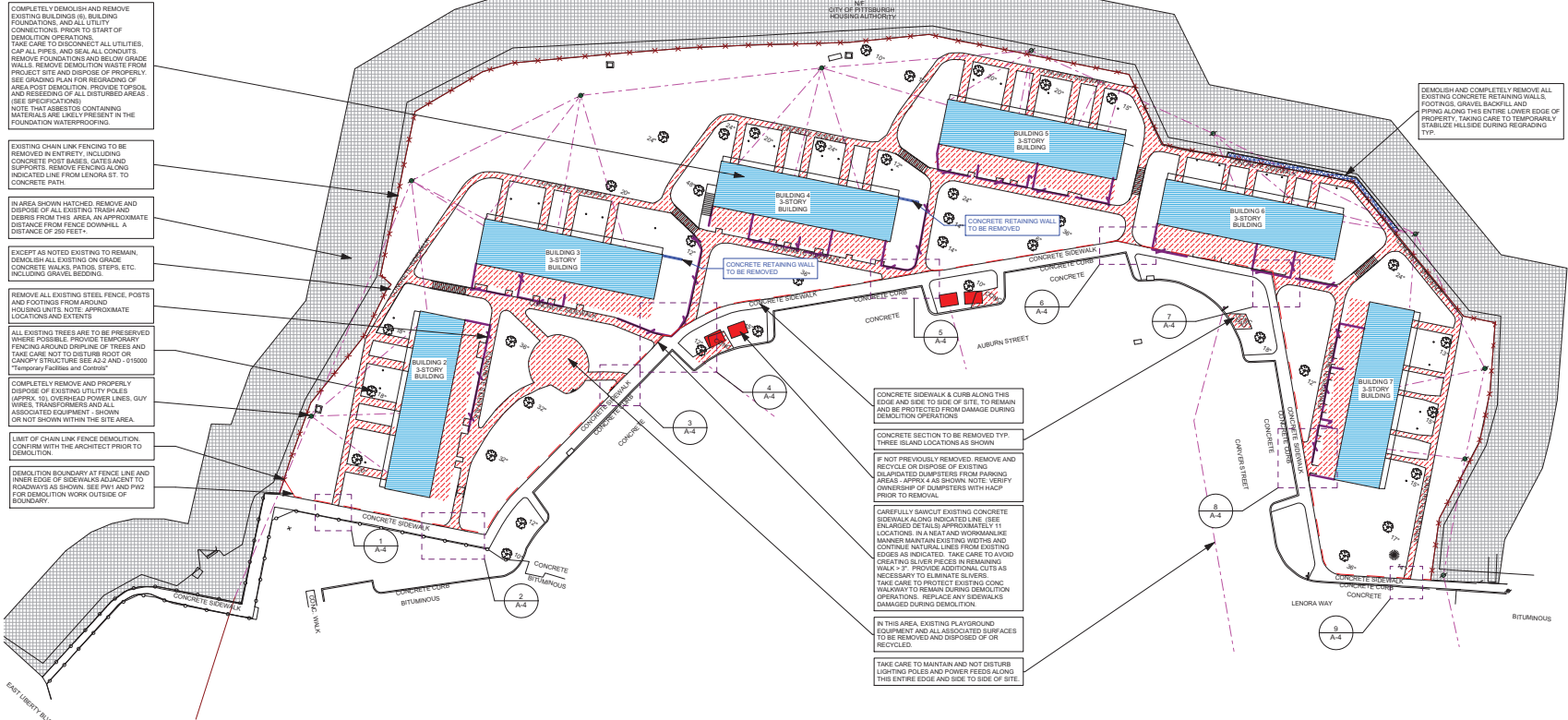
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DEMOLITION PLAN, TREE  
PROTECTION DETAIL, TREE  
PROTECTION SIGN DETAIL**

scale  
As Noted  
date  
March 18, 2020  
no. 2 of 2

**Sheet No.**

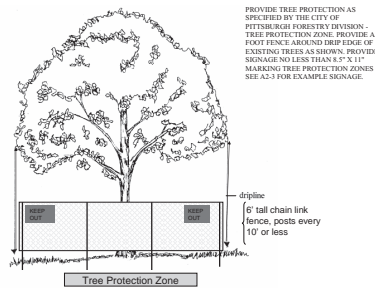
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Project #1938



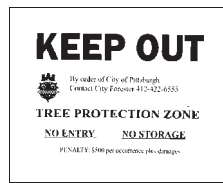
#### TREE PROTECTION DETAIL

NOT TO SCALE



#### TREE PROTECTION SIGN DETAIL

NOT TO SCALE





seal

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**Owner:**  
HACP  
200 Ross St  
Pittsburgh, PA, 15219

**Hamilton-Larimer**  
6201 - 6209 Carver St, 6200 - 6256  
Auburn St, Pittsburgh, PA 15206

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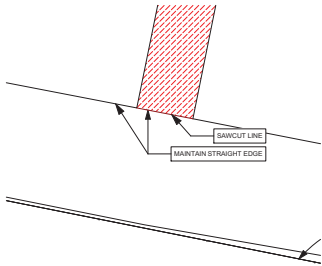
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date	March 18, 2020
no.	of.
3	16

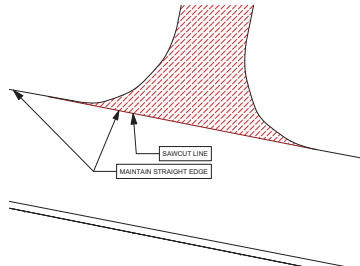
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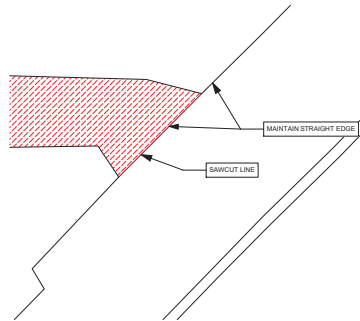
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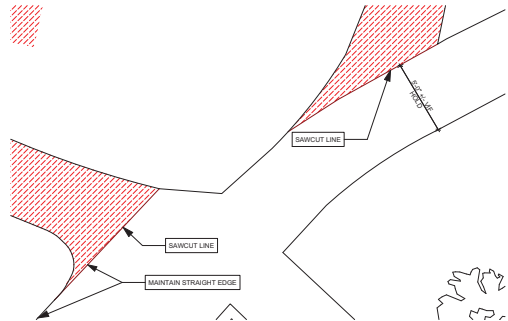
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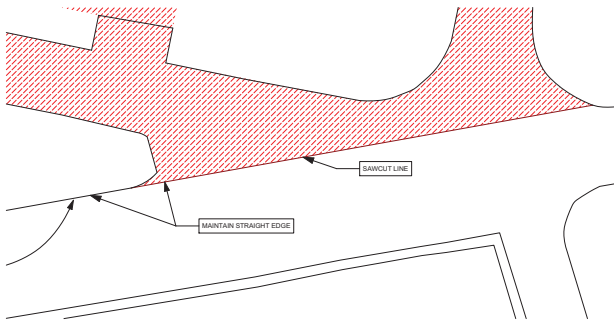
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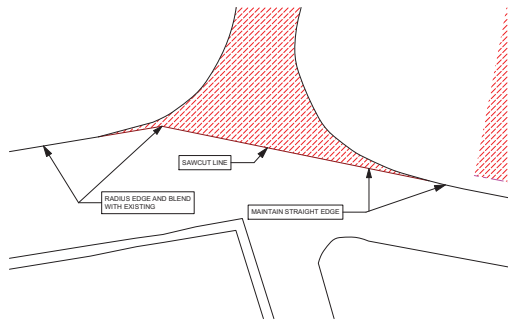
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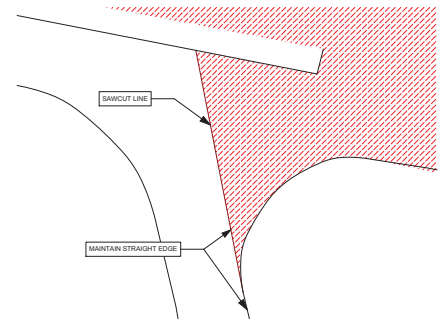
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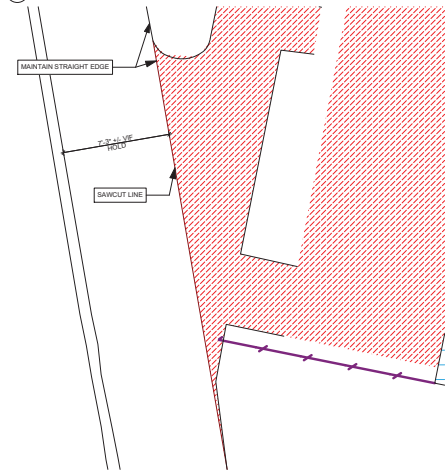
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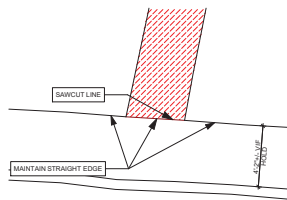
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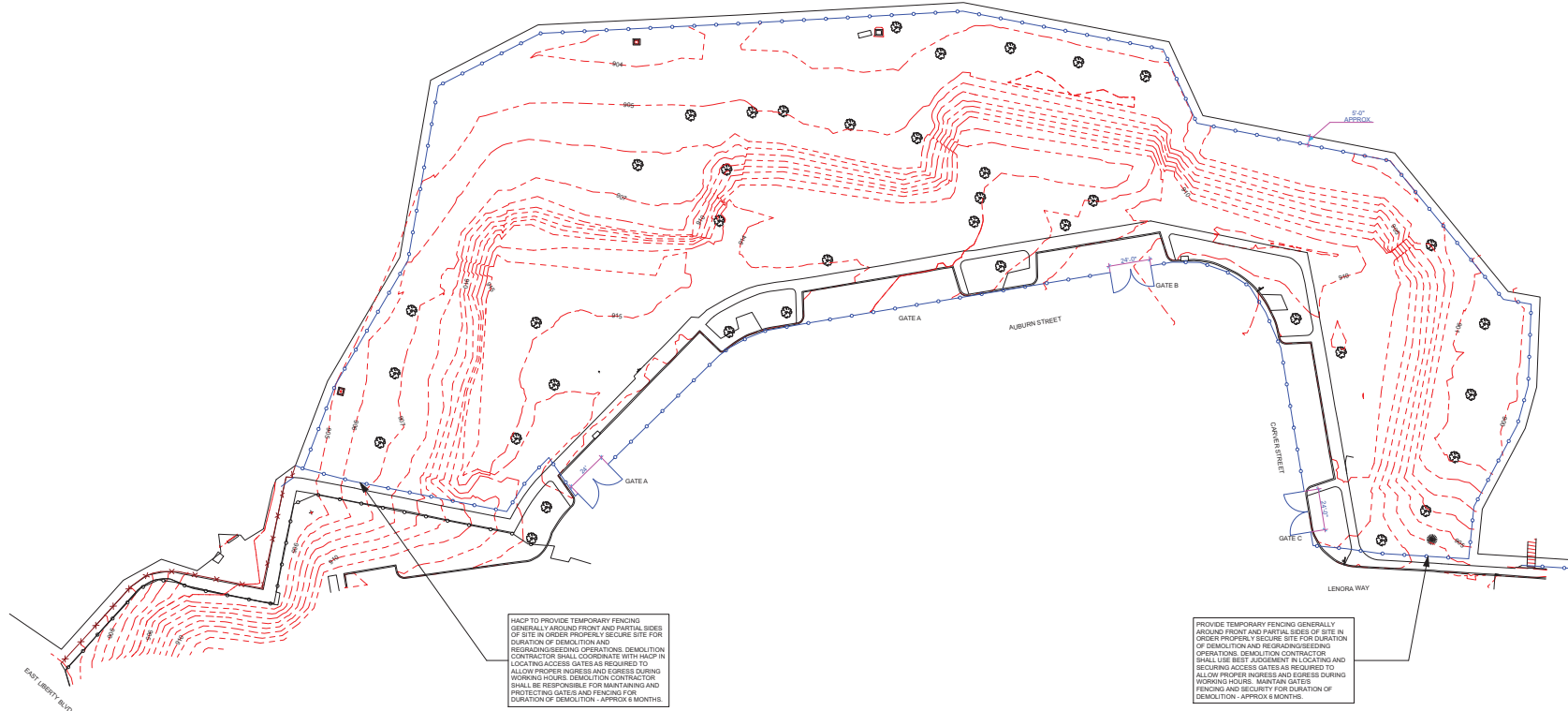
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9 DETAIL 9  
SCALE: 1/4" = 1'-0"

815 LINEAR FEET OF TEMPORARY FENCING IN 12 PANELS @ 6' HIGH  
INSTALLED ON STEEL FEET AND GRUNTY ANCHORED  
WITH SANDBAGS.

TAX PARCEL ID:  
65-8-15  
NE  
CITY OF PITTSBURGH  
HOUSING AUTHORITY



HACP TO PROVIDE TEMPORARY FENCING  
GENERALLY AROUND FRONT AND PARTIAL SIDES  
OF SITE IN ORDER PROPERLY SECURE SITE FOR  
DURATION OF DEMOLITION AND  
REGRADING/SEEDING OPERATIONS. DEMOLITION  
CONTRACTOR SHALL COORDINATE WITH HACP IN  
LOCATING ACCESS GATES AS REQUIRED TO  
ALLOW PROPER INGRESS AND EGRESS DURING  
WORKING HOURS. DEMOLITION CONTRACTOR  
SHALL BE RESPONSIBLE FOR MAINTAINING AND  
PROTECTING GATES AND FENCING FOR  
DURATION OF DEMOLITION - APPROX 6 MONTHS.

PROVIDE TEMPORARY FENCING GENERALLY  
AROUND FRONT AND PARTIAL SIDES OF SITE IN  
ORDER PROPERLY SECURE SITE FOR DURATION  
OF DEMOLITION AND REGRADING/SEEDING  
OPERATIONS. DEMOLITION CONTRACTOR  
SHALL USE BEST JUDGEMENT IN LOCATING AND  
SECURING ACCESS GATES AS REQUIRED TO  
ALLOW PROPER INGRESS AND EGRESS DURING  
WORKING HOURS. MAINTAIN GATES  
FENCING AND SECURITY FOR DURATION OF  
DEMOLITION - APPROX 6 MONTHS.

Fukui Architects Pc  
205 Ross Street  
Pittsburgh, Pennsylvania 15219  
ph 412.281.6001 fx 412.281.6002

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seal

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#### revisions

#### project title

**Owner:**  
HACP  
200 Ross St  
Pittsburgh, PA 15219

**Hamilton-Larimer**  
6201 - 6209 Carver St, 6200 - 6256  
Auburn St, Pittsburgh, PA 15206

#### drawing title

NEW SITE PLAN

1 NEW SITE PLAN  
SCALE 1/32" = 1'-0"

scale  
As Noted

date  
March 18, 2020

no. 4 of 16

Sheet No.

A4

Project #1938



seal

general notes

- Any conflicts in the drawings or between new and existing construction shall be referred to the Architect.
- Contractor shall verify all dimensions and existing conditions in the field and shall advise Fukui Architects, Pc of any discrepancies between additions to, deletions, or alterations to any and all conditions prior to proceeding with any phase of work. See scale drawings.
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revisions

project title

Owner:

HACP  
200 Ross St  
Pittsburgh, PA, 15219

Hamilton-Larimer

6201 - 6209 Carver St, 6200 - 6256  
Auburn St, Pittsburgh, PA 15206

drawing title

HAMILTON-LARIMER FINISH  
GRADING PLAN, DEMOLITION  
PLAN LEGEND

GRADING PLAN LEGEND

- NEW GRADED FLAT AT APPROXIMATE GRADE  
ELEVATION SHOWN. SLOPE FLAT TO DRAIN APPROX.  
3%.
- EXISTING TREE TO REMAIN
- NEW CONTOUR LINES
- EXISTING CONTOUR LINE

GENERAL GRADING NOTES

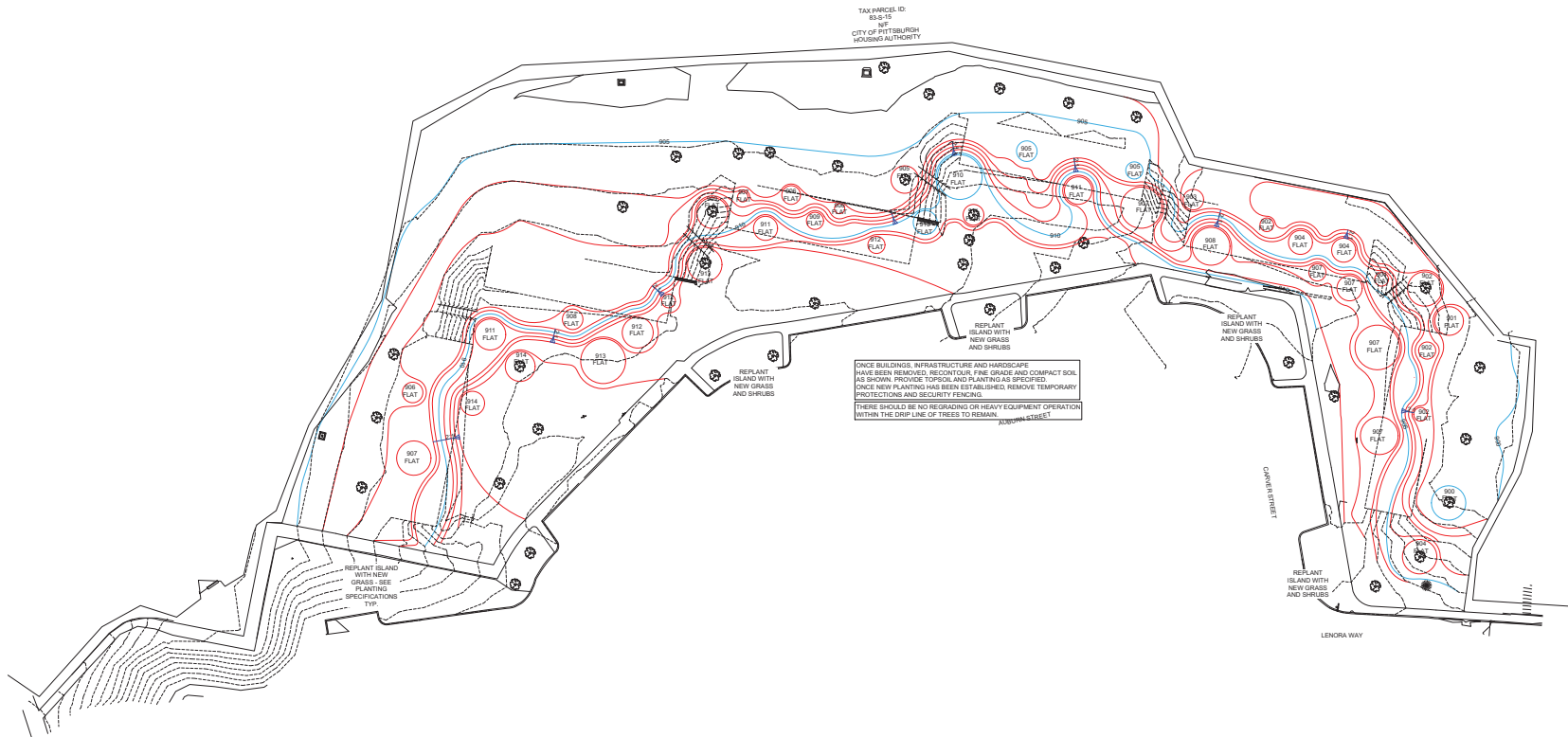
- MAINTAIN ALL EROSION CONTROLS UNTIL NEW VEGETATION IS ESTABLISHED.
- SEE GRADING AND SEEDING SPECIFICATION FOR PLANTING AND MAINTENANCE DURING ESTABLISHMENT OF VEGETATION.
- LOCATION, SIZE AND ELEVATION OF FLATS IS APPROXIMATE. GRADING CONTRACTOR TO USE BEST EFFORTS TO MATCH QUANTITY, LOCATION, SIZE AND HEIGHT OF FLATS SHOWN.
- REPLANTED ISLANDS SHOWN ARE TO BE REGRADED WITH NEW TOPSOIL AND PLANTED WITH GRASS AND SHRUBS OR GRASS AS INDICATED. SEE PLANTING SPECIFICATIONS.

scale	As Noted
date	March 18, 2020
no.	5
of.	16

Sheet No.

A5

Project #1938



HAMILTON-LARIMER FINISH GRADING PLAN

SCALE: 1/8" = 1'-0"



C
B
A

[2019|194-244]-C4020[Day|C4021|194244-C4021-C4020-Cover Sheet.dwg|C4020] L5(11/22/2019 -- 11/22/2019 2:24 PM

FUKUI ARCHITECTS, P.C.  
HAMILTON-LARIMER HOUSING DEMOLITION  
CITY OF PITTSBURGH  
ALLEGHENY COUNTY, PA

**EEC**  
**Civil & Environmental Consultants, Inc.**  
4350 NORTHERN PIKE • SUITE 141 • MONROEVILLE, PA 15146  
724-237-5200 • 800-895-3610  
[www.eecinc.com](http://www.eecinc.com)



10/2019/194-244 - CLOD Day(COD) 194244-COD - C100-Expiry Conditions:AngC100/LS(11/22/2019 - 11/22/2019 2:38 PM) -- LP: 11/22/2019 2:38 PM C

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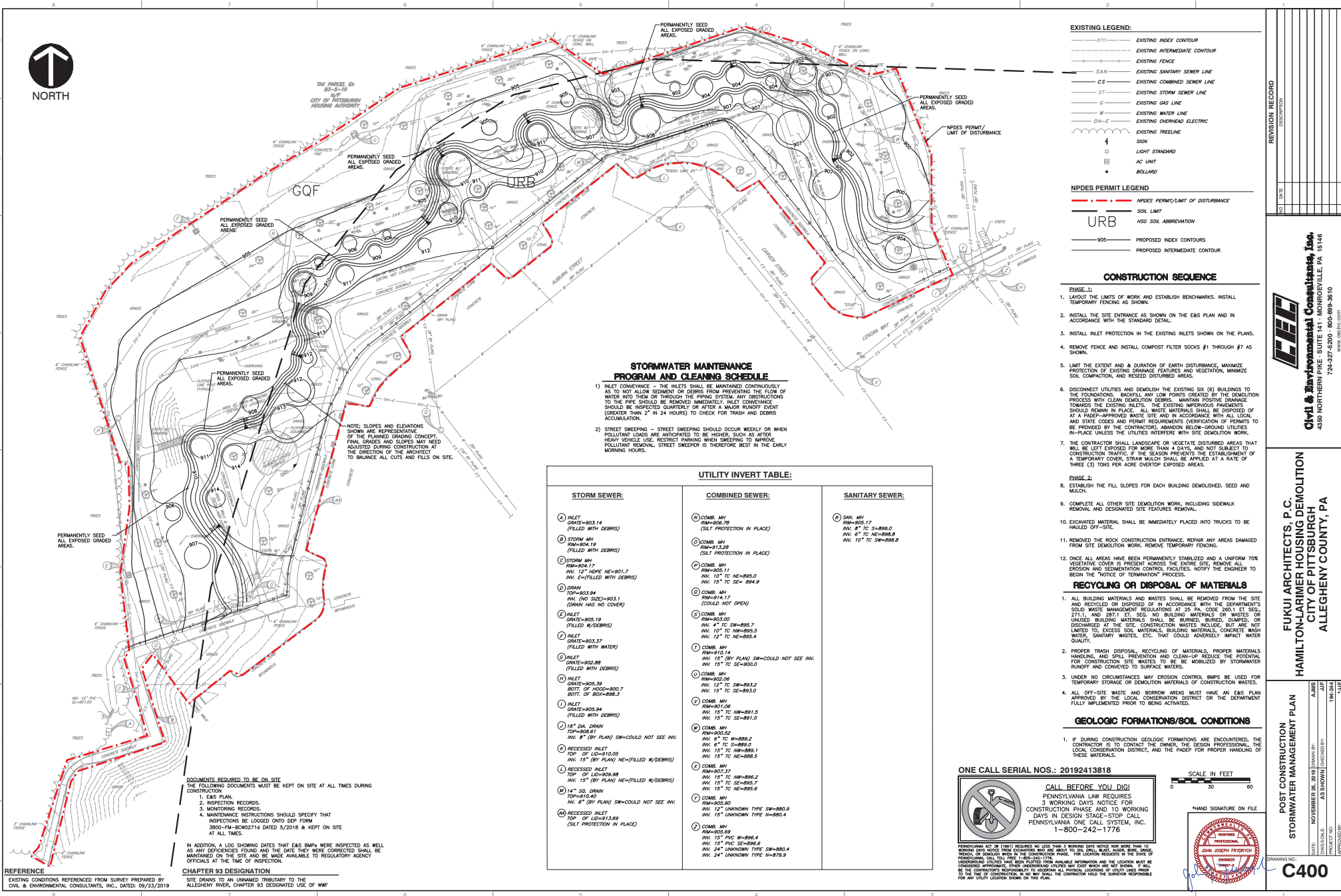
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10/2019/194-244 - CLOD Day(COD) 194244-COD - C100-Expiry Conditions:AngC100/LS(11/22/2019 - 11/22/2019) -- LP: 11/22/2019 2:38 PM





**STORMWATER MAINTENANCE PROGRAM AND CLEANING SCHEDULE**

- 1) INLET COMEASUREMENT - THE INLETS SHALL BE MAINTAINED CONTINUOUSLY TO NOT ALLOW SEDIMENT OR DEBRIS FROM PREVENTING THE FLOW OF WATER INTO THEM OR THROUGH THE DRAINING SYSTEM. ANY OBSTRUCTIONS TO THE PIPE SHOULD BE REMOVED IMMEDIATELY. INLET COMEASUREMENT SHOULD BE INSPECTED QUARTERLY OR AFTER A MAJOR RUNOFF EVENT GREATER THAN 2" IN 24 HOURS TO CHECK FOR TRASH AND DEBRIS ACCUMULATION.
- 2) STREET SWEEPING - STREET SWEEPING SHOULD OCCUR WEEKLY OR WHEN POLLUTANT LOADS ARE ANTICIPATED TO BE HIGHER, SUCH AS AFTER HEAVY VEHICLE USE. RESTRICT PARKING WHEN SWEEPING TO IMPROVE POLLUTANT REMOVAL. STREET SWEEPER IS THEREFORE BEST IN THE EARLY MORNING HOURS.

NOTE: SLOPES AND ELEVATIONS SHOWN ARE REPRESENTATIVE OF THE PLANNED GRADING CONCEPT. FINAL GRADES AND SLOPES MAY NEED ADJUSTING DURING CONSTRUCTION AT THE DISCRETION OF THE ARCHITECT TO BALANCE ALL CUTS AND FILLS ON SITE.

**UTILITY INVERT TABLE:**

STORM SEWER:	COMBINED SEWER:	SANITARY SEWER:
<b>A) INLET</b> GRISE=903.14 (FILLED WITH DEBRIS)	<b>U) COMB. MH</b> RIM=906.79 (SILT PROTECTION IN PLACE)	<b>B) SAN. MH</b> RIM=905.17 INV. 8" TC SW=899.0 INV. 6" TC SW=898.8 INV. 10" TC SW=898.8
<b>B) STORM MH</b> RIM=904.19 (FILLED WITH DEBRIS)	<b>D) COMB. MH</b> RIM=913.28 (SILT PROTECTION IN PLACE)	
<b>C) STORM MH</b> RIM=904.17 INV. 12" HOPE NE=901.7 INV. E=(FILLED WITH DEBRIS)	<b>P) COMB. MH</b> RIM=905.11 INV. 10" TC SW=905.0 INV. 15" TC SW=894.9	
<b>D) STORM MH</b> RIM=903.94 INV. (NO SIZE)=903.1 (DRAIN HAS NO COVER)	<b>G) COMB. MH</b> RIM=914.17 (COULD NOT OPEN)	
<b>E) INLET</b> GRISE=905.19 (FILLED WITH DEBRIS)	<b>S) COMB. MH</b> RIM=903.00 INV. 4" TC SW=895.7 INV. 10" TC SW=895.5 INV. 12" TC SW=895.4	
<b>F) INLET</b> GRISE=903.37 (FILLED WITH WATER)	<b>T) COMB. MH</b> RIM=915.14 INV. 15" (BY PLAN) SW=COULD NOT SEE INV.	
<b>G) INLET</b> GRISE=902.88 (FILLED WITH DEBRIS)	<b>U) COMB. MH</b> RIM=902.08 INV. 12" TC SW=893.2 INV. 15" TC SW=893.0	
<b>H) INLET</b> GRISE=903.39 BOT. OF HOOD=900.7 BOT. OF BOX=898.3	<b>V) COMB. MH</b> RIM=901.06 INV. 15" TC SW=891.5 INV. 15" TC SW=891.0	
<b>I) INLET</b> GRISE=903.94 (FILLED WITH DEBRIS)	<b>W) COMB. MH</b> RIM=905.52 INV. 6" TC SW=899.2 INV. 6" TC SW=899.0 INV. 10" TC SW=889.1 INV. 15" TC SW=888.5	
<b>J) 14" DIA. DRAIN</b> RIM=905.61 INV. 8" (BY PLAN) SW=COULD NOT SEE INV.	<b>X) COMB. MH</b> RIM=907.37 TOP OF LID=909.88 INV. 15" TC SW=896.2 INV. 15" TC SW=895.7 INV. 15" TC SW=895.6	
<b>K) RECESSED INLET</b> TOP OF LID=910.05 INV. 15" (BY PLAN) NE=(FILLED W/DEBRIS)	<b>Y) COMB. MH</b> RIM=905.90 INV. 12" UNIFORM TYPE SW=899.9 INV. 15" UNIFORM TYPE SW=890.4 INV. 24" UNIFORM TYPE SW=879.9	
<b>L) RECESSED INLET</b> TOP OF LID=910.88 INV. 15" (BY PLAN) NE=(FILLED W/DEBRIS)		
<b>M) 14" DIA. DRAIN</b> RIM=910.40 INV. 8" (BY PLAN) SW=COULD NOT SEE INV.		
<b>N) RECESSED INLET</b> TOP OF LID=911.59 (SILT PROTECTION IN PLACE)		

DOCUMENTS REQUIRED TO BE ON SITE  
THE FOLLOWING DOCUMENTS MUST BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION

1. EAS PLAN.
2. INSPECTION RECORDS.
3. MONITORING RECORDS.
4. MAINTENANCE INSTRUCTIONS SHOULD SPECIFY THAT INSPECTIONS BE LOGGED ONTO DEP FORM 3800-FM-B0902714 DATED 5/2018 & KEPT ON SITE AT ALL TIMES.

IN ADDITION, A LOG SHOWING DATES THAT EAS BMPs WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.

**CHAPTER 93 DESIGNATION**

SITE DRAINS TO AN UNNAMED TRIBUTARY TO THE ALLEGHENY RIVER, CHAPTER 93 DESIGNATED USE OF HWF

- EXISTING LEGEND:**
- 370- EXISTING INDEX CONTOUR
  - 370- EXISTING INTERMEDIATE CONTOUR
  - 6-6- EXISTING FENCE
  - SAN- EXISTING SANITARY SEWER LINE
  - CS- EXISTING COMBINED SEWER LINE
  - ST- EXISTING STORM SEWER LINE
  - G- EXISTING GAS LINE
  - W- EXISTING WATER LINE
  - CH-E- EXISTING OVERHEAD ELECTRIC
  - EXISTING TREELINE
  - 1 SON
  - 1 LIGHT STANDARD
  - AC UNIT
  - 1 BOLLARD
- NPDES PERMIT LEGEND**
- NPDES PERMIT/LIMIT OF DISTURBANCE
  - SOL LIMIT
  - HSD SOL ABBREVIATION
  - URB
  - 905 PROPOSED INDEX CONTOURS
  - PROPOSED INTERMEDIATE CONTOUR

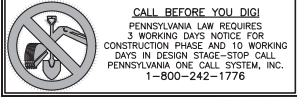
- CONSTRUCTION SEQUENCE**
- PHASE 1:**
1. LAYOUT THE LIMITS OF WORK AND ESTABLISH BENCHMARKS. INSTALL TEMPORARY FENCING AS SHOWN.
  2. INSTALL THE SITE ENTRANCE AS SHOWN ON THE EAS PLAN AND IN ACCORDANCE WITH THE STANDARD DETAIL.
  3. INSTALL INLET PROTECTION IN THE EXISTING INLETS SHOWN ON THE PLANS.
  4. REMOVE FENCE AND INSTALL COMPOST FILTER SOCKS #1 THROUGH #7 AS SHOWN.
  5. LIMIT THE EXTENT AND DURATION OF EARTH DISTURBANCE. MAXIMIZE PROTECTION OF EXISTING DRAINAGE FEATURES AND VEGETATION. MINIMIZE SOIL COMPACTION, AND RESEED DISTURBED AREAS.
  6. DISCONNECT UTILITIES AND DEMOLISH THE EXISTING SIX (6) BUILDINGS TO THE FOUNDATIONS. MAXIMIZE ANY LOW POINTS CREATED BY THE DEMOLITION PROCESS WITH CLEAN DEMOLITION DEBRIS. MAINTAIN POSITIVE DRAINAGE TOWARDS THE EXISTING INLETS. THE EXISTING INLETS, UTILITIES, AND STRUCTURES SHOULD REMAIN IN PLACE. ALL WASTE MATERIALS SHALL BE DISPOSED OF AT A PAID-APPROVED WASTE SITE AND IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND PERMIT REQUIREMENTS (VERIFICATION OF PERMITS TO BE PROVIDED BY THE CONTRACTOR). ABANDON BELOW-GROUND UTILITIES IN-PLACE UNLESS THE UTILITIES INTERFERE WITH SITE DEMOLITION WORK.
  7. THE CONTRACTOR SHALL LANDSCAPE OR VEGETATE DISTURBED AREAS THAT WILL BE LEFT EXPOSED FOR MORE THAN 4 DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC. IF THE SEASON PREVENTS THE ESTABLISHMENT OF A TEMPORARY COVER, STRAW MULCH SHALL BE APPLIED AT A RATE OF THREE (3) TONS PER ACRE OVER TOP EXPOSED AREAS.
- PHASE 2:**
8. ESTABLISH THE FILL SLOPES FOR EACH BUILDING DEMOLISHED. SEED AND MULCH.
  9. COMPLETE ALL OTHER SITE DEMOLITION WORK, INCLUDING SIDEWALK REMOVAL, AND DESIGNATED SITE FEATURES REMOVAL.
  10. EXCAVATED MATERIAL SHALL BE IMMEDIATELY PLACED INTO TRUCKS TO BE HAULED OFF-SITE.
  11. REMOVED THE ROCK CONSTRUCTION ENTRANCE. REPAIR ANY AREAS DAMAGED FROM SITE DEMOLITION WORK. REMOVE TEMPORARY FENCING.

- RECYCLING OR DISPOSAL OF MATERIALS**
1. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 2601, ET SEQ. 121.11 AND 2601.12. ALL BUILDING MATERIALS OR WASTES OR UNLIMITED DISCHARGE MATERIALS SHALL BE BURNED, BURIED, CUMULATED, OR DISCHARGED AT THE SITE. CONSTRUCTION WASTES INCLUDE, BUT ARE NOT LIMITED TO, EXCESS SOIL MATERIALS, BUILDING MATERIALS, CONCRETE WASH WATER, SANITARY WASTES, ETC., THAT COULD ADVERSELY IMPACT WATER QUALITY.
  2. PROPER TRASH DISPOSAL, RECYCLING OF MATERIALS, PROPER MATERIALS HANDLING, AND SPILL PREVENTION AND CLEAN-UP REDUCE THE POTENTIAL FOR CONSTRUCTION SITE WASTES TO BE MOVED BY STORMWATER RUNOFF AND CONVEYED TO SURFACE WATERS.
  3. UNDER NO CIRCUMSTANCES MAY EROSION CONTROL BMPs BE USED FOR TEMPORARY STORAGE OR DEMOLITION MATERIALS OF CONSTRUCTION WASTES.
  4. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN EAS PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.

**GEOLOGIC FORMATIONS/SOL CONDITIONS**

1. IF DURING CONSTRUCTION GEOLOGIC FORMATIONS ARE ENCOUNTERED, THE CONTRACTOR IS TO CONTACT THE OWNER, THE DESIGN PROFESSIONAL, THE LOCAL CONSERVATION DISTRICT, AND THE PAEPD FOR PROPER HANDLING OF THESE MATERIALS.

ONE CALL SERIAL NOS.: 20192413818



SCALE IN FEET

HAND SIGNATURE ON FILE



REVISION RECORD

NO.	DATE	DESCRIPTION

**Civil & Environmental Consultants, Inc.**  
4350 NORTHERN PIKE SUITE 141 MONROEVILLE, PA 15146  
724-262-3810  
www.civilandenv.com

**FUKUI ARCHITECTS, P.C.**  
HAMILTON-LARIMER HOUSING DEMOLITION  
CITY OF PITTSBURGH  
ALLEGHENY COUNTY, PA

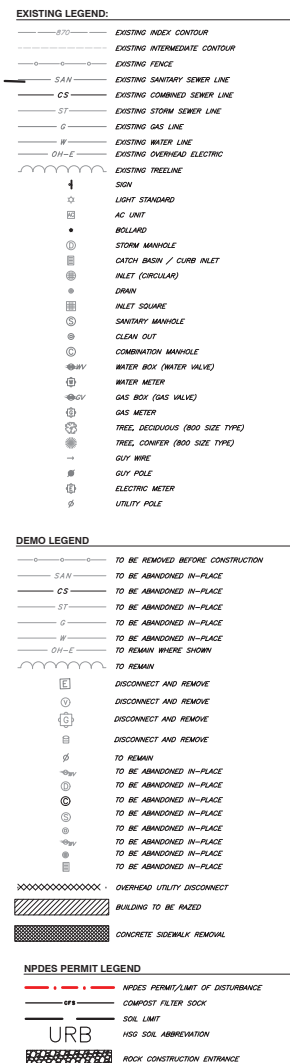
**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN**

DATE	NOVEMBER 20, 2019	DRAWN BY	AMMS
DATE	NOVEMBER 20, 2019	CHECKED BY	JMT
DATE	NOVEMBER 20, 2019	IN CHARGE	184-246
DATE	NOVEMBER 20, 2019	APPROVED BY	184-246

DRAWING NO. **C400**



**CHAPTER 93 DESIGNATION**  
SITE DRAINS TO AN UNNAMED TRIBUTARY TO THE ALLEGHENY RIVER. CHAPTER 93 DESIGNATED USE OF WWF



SCALE IN FEET



0 30 60

\*HAND SIGNATURE ON FILE



NOVEMBER 26, 2019	DRAWN BY:
AS SHOWN	CHECKED BY:

DRAWING NO.: **C900**













TAX PARCEL 02-03-5-19  
CITY OF PITTSBURGH  
HOUSING AUTHORITY

WATERSHED-2  
TOTAL AREA=1.61 AC  
IMPERVIOUS=0.61 AC  
MEADOW=1.00 AC

WATERSHED-1  
TOTAL AREA=1.36 AC  
IMPERVIOUS=0.45 AC  
MEADOW=0.91 AC

#### EXISTING LEGEND:

- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR
- EXISTING FENCE
- EXISTING SANITARY SEWER LINE
- EXISTING COMBINED SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING TREELINE
- SKIN
- AC UNIT
- BOLLARD
- STORM MANHOLE
- CATCH BASIN / CURB INLET
- INLET (CIRCULAR)
- DRAIN
- INLET SQUARE
- SANITARY MANHOLE
- CLEAN OUT
- COMBINATION MANHOLE
- WATER BOX (WATER VALVE)
- WATER METER
- GAS BOX (GAS VALVE)
- GAS METER
- TREE, DECIDUOUS (800 SIZE TYPE)
- TREE, CONIFER (800 SIZE TYPE)
- GUY WIRE
- GUY POLE
- ELECTRIC METER
- UTILITY POLE

#### PRE-DEVELOPMENT HYDROLOGY LEGEND

- TIME OF CONCENTRATION PATH
- POINT OF INTEREST
- WATERSHED BOUNDARY
- IMPERVIOUS COVER
- PERVIOUS COVER

#### UTILITY INVERT TABLE:

STORM SEWER:	COMBINED SEWER:	SANITARY SEWER:
<p>A) INLET GRATE=903.14 (FILLED WITH DEBRIS)</p> <p>B) STORM MH RM=904.19 (FILLED WITH DEBRIS)</p> <p>C) STORM MH RM=904.17 INV. 12" HOPE NE=901.7 INV. 6" (FILLED WITH DEBRIS)</p> <p>D) DRAIN TOP=903.94 INV. (NO SIZE)=903.1 (DRAIN HAS NO COVER)</p> <p>E) INLET GRATE=905.19 (FILLED W/DEBRIS)</p> <p>F) INLET GRATE=903.37 (FILLED WITH WATER)</p> <p>G) INLET GRATE=903.88 (FILLED WITH DEBRIS)</p> <p>H) INLET GRATE=903.39 BOTT. OF HOOD=903.7 BOTT. OF BOX=898.3</p> <p>I) INLET GRATE=905.94 (FILLED WITH DEBRIS)</p> <p>J) 18" DIA. DRAIN TOP=905.61 INV. 8" (BY PLAN) SW=COULD NOT SEE INV.</p> <p>K) RECESSED INLET TOP OF LID=910.05 INV. 15" (BY PLAN) NE=(FILLED W/DEBRIS)</p> <p>L) RECESSED INLET TOP OF LID=909.88 INV. 15" (BY PLAN) NE=(FILLED W/DEBRIS)</p> <p>M) 14" SD. DRAIN TOP=910.45 INV. 8" (BY PLAN) SW=COULD NOT SEE INV.</p> <p>N) RECESSED INLET TOP OF LID=913.69 (SILT PROTECTION IN PLACE)</p>	<p>U) COMB. MH RM=902.79 (SILT PROTECTION IN PLACE)</p> <p>V) COMB. MH RM=913.28 (SILT PROTECTION IN PLACE)</p> <p>W) COMB. MH RM=905.11 INV. 10" TC NE=905.0 INV. 15" TC SE= 894.9</p> <p>X) COMB. MH RM=914.17 (COULD NOT OPEN)</p> <p>Y) COMB. MH RM=903.90 INV. 6" TC SW=895.7 INV. 10" TC NW=895.5 INV. 12" TC NE=895.4</p> <p>Z) COMB. MH RM=915.14 INV. 15" (BY PLAN) SW=COULD NOT SEE INV. INV. 15" TC SE=900.0</p> <p>AA) COMB. MH RM=902.08 INV. 12" TC SW=893.2 INV. 15" TC SE=893.0</p> <p>AB) COMB. MH RM=901.06 INV. 15" TC NW=891.5 INV. 15" TC SE=891.0</p> <p>AC) COMB. MH RM=905.52 INV. 6" TC W=899.2 INV. 6" TC SE=899.0 INV. 15" TC NW=889.1 INV. 15" TC SE=895.7 INV. 15" TC NE=895.6</p> <p>AD) COMB. MH RM=907.37 INV. 15" TC NW=896.2 INV. 15" TC SE=895.7 INV. 15" TC NE=895.6</p> <p>AE) COMB. MH RM=905.90 INV. 12" UNKNOWN TYPE SW=890.9 INV. 15" UNKNOWN TYPE N=880.4</p> <p>AF) COMB. MH RM=905.69 INV. 15" PVC W=896.4 INV. 15" PVC SE=896.6 INV. 24" UNKNOWN TYPE SW=880.4 INV. 24" UNKNOWN TYPE N=879.9</p>	<p>AG) SAN. MH RM=905.17 INV. 8" TC S=896.0 INV. 8" TC NE=896.8 INV. 10" TC SW=895.8</p>

ONE CALL SERIAL NOS.: 20192413818



CALL BEFORE YOU DIG!  
PENNSYLVANIA LAW REQUIRES  
3 WORKING DAYS NOTICE FOR  
CONSTRUCTION PHASE AND 10 WORKING  
DAYS IN DESIGN STAGE-STOP CALL  
PENNSYLVANIA ONE CALL SYSTEM, INC.  
1-800-242-1776

PENNSYLVANIA ACT 38 (1980) REQUIRES NO LESS THAN 3 WORKING DAYS NOTICE NOR MORE THAN 10 WORKING DAYS NOTICE FROM EXCAVATORS WHO ARE REQUIRED TO CALL LOCAL PUBLIC UTILITY, POWER, GAS, WATER, OR CABLE AGENCIES IN THE CONSTRUCTION PHASE. FOR LOCATION REQUESTS IN THE STATE OF PENNSYLVANIA, CALL TOLL FREE 1-800-242-1776. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THE LOCATION MUST BE CONSIDERED APPROXIMATE. OTHER UNDERGROUND UTILITIES WHOSE EXISTENCE IS NOT KNOWN, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN ALL PHYSICAL LOCATIONS BY UTILITY WIRE FROM THE SURFACE OF CONSTRUCTION. IN THE MEANTIME, THE CONTRACTOR HOLDS THE SURETY RESPONSIBLE FOR ANY UTILITY LOCATION SHOWN ON THIS PLAN.

SCALE IN FEET  
0 30 60

HAND SIGNATURE ON FILE



REFERENCE  
EXISTING CONDITIONS REFERENCED FROM SURVEY PREPARED BY  
CIVIL & ENVIRONMENTAL CONSULTANTS, INC., DATED: 09/23/2019

CHAPTER 93 DESIGNATION  
SITE DRAINS TO AN UNNAMED TRIBUTARY TO THE  
ALLEGHENY RIVER, CHAPTER 93 DESIGNATED USE OF HWF

#### REVISION RECORD

NO.	DATE	DESCRIPTION

**C&E**  
Civil & Environmental Consultants, Inc.  
4356 NORTHERN PIKE SUITE 141 MONROEVILLE, PA 15146  
724-262-3810  
WWW.CANDC.COM

FUKUI ARCHITECTS, P.C.  
HAMILTON-LARMER HOUSING DEMOLITION  
CITY OF PITTSBURGH  
ALLEGHENY COUNTY, PA

PRE-DEVELOPMENT  
HYDROLOGY PLAN

DATE: NOVEMBER 26, 2019  
DRAWN BY: A.M.S.  
CHECKED BY: J.P.F.  
AS SHOWN: 184-262-3810  
PROJECT NO.: 20192413818

DRAWING NO.: **HYD-1**





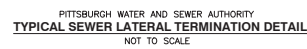


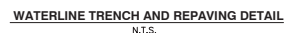
**EEC**

**Civil & Environmental Consultants, Inc.**  
 4350 NORTHERN PIKE - SUITE 141 - MONROEVILLE, PA 15146  
 724-372-5200 800-899-2610  
[WWW.EECCON.COM](http://WWW.EECCON.COM)

COMBINATION SEWER (BUILDINGS 4 TO 6)					
LATERAL NO.	ALIGNMENT ID	STATION	SIZE	ACTION	
71	MH-2 -> MH-3	0+31.20	6"	TERMINATE	
73	MH-2 -> MH-3	0+43.50	6"	TERMINATE	
75	MH-2 -> MH-3	0+58.90	8"	TERMINATE	
74	MH-2 -> MH-3	1+45.00	10"	NO. STORM INLET LATERAL	
61	MH-2 -> MH-1	0+44.10	6"	TERMINATE	
62	MH-2 -> MH-1	0+56.20	6"	TERMINATE	
63	MH-2 -> MH-1	0+93.20	6"	TERMINATE	
64	MH-2 -> MH-1	1+06.00	6"	TERMINATE	
65	MH-2 -> MH-1	1+27.30	6"	TERMINATE	
66	MH-2 -> MH-1	1+30.80	10"	NO. STORM INLET LATERAL	
67	MH-2 -> MH-1	1+58.00	6"	TERMINATE	
61	MH-1A -> MH-1	0+09.10	4"	TERMINATE	
62	MH-1A -> MH-1	0+39.20	4"	TERMINATE	
66	MH-1B -> MH-1A	0+11.30	10"	TERMINATE	
61	MH-3 -> LINE END	0+09.60	4"	TERMINATE	
63	MH-3 -> LINE END	0+38.10	6"	TERMINATE	
64	MH-3 -> LINE END	0+63.60	6"	TERMINATE	
66	MH-3 -> LINE END	0+73.90	6"	TERMINATE	
67	MH-3 -> LINE END	1+13.90	6"	TERMINATE	

**FUKUI ARCHITECTS, P.C.  
NON-LARIMER HOUSING DEMOLITION  
CITY OF PITTSBURGH  
ALLEGHENY COUNTY, PA**





<b><u>THE PITTSBURGH WATER AND SEWER AUTHORITY</u></b>	
<b><u>"APPROVAL" FOR:</u></b> NEW WATER TAP, BACKFLOW PREVENTOR, AND METER INSTALLATION	
<b><u>NEW SANITARY AND/OR STORM SEWER TAP</u></b> <b><u>INCREASE IN FLOW AT EXISTING</u></b> <b><u>SEWER AND/OR WATER CONNECTION</u></b> <b><u>SEWER TAP TERMINATION</u></b>	
<b><u>X</u></b> <b><u>WATER TAP CONNECTION</u></b>	
*DISCLAIMER SIGNATURE / APPROVAL BY PWPA ARE FOR THE PHYSICAL CONNECTIONS TO THE WATER AND / OR SEWER SYSTEM ONLY. RESPONSIBILITY FOR THE DESIGN AND WORK DEFINED BY THE DRAWINGS, INCLUDING THE FLOW DESIGN FOR THE FACILITIES, IS BY THE PROFESSIONAL ENGINEER WORKING BY THE SEAL AND SIGNATURE TO THE DRAWING. THERE IS NO GUARANTEE OR WARRANTY THAT THE WATER SUPPLY TO THE FACILITIES IS SUFFICIENT TO SUPPORT THE DESIGN.	
PROJECT COORDINATOR/ PROJECT MANAGEMENT ENGINEER: NEW/REVIEW CERTIFY THAT HE/SHE HAS REVIEWED THE DRAWING, SIGNED DOCUMENTS IN ACCORDANCE WITH THE AUTHORITY'S ESTABLISHED RULES AND REGULATIONS. BASED ON THIS REVIEW, APPROVAL IS HEREBY RECOMMENDED.	<b><u>DATE</u></b>
PROJECT COORDINATOR/PROJECT MANAGEMENT ENGINEER/SEWER	
<b><u>APPROVAL</u></b>	<b><u>DATE</u></b>
DIRECTOR OF SEWER OPERATIONS	
DEPUTY DIRECTOR OF ENGINEERING	
DIRECTOR OF ENGINEERING AND CONSTRUCTION	

DRAWING NO.: **PW2**

<p><b>WATER</b></p> <p><b>TAP TERMINATION PLAN</b></p> <p><b>6200-6256 AUBURN STREET</b></p> <p><b>6203, 6205, 6207, 6209 CARVER STREET</b></p>		<p><b>NOVEMBER 26, 2019</b></p> <p><b>AS SHOWN</b></p>	<p><b>DRAWN BY:</b></p> <p><b>CHCKED BY:</b></p>	<p><b>AJMS</b></p> <p><b>JUF</b></p>	<p><b>194-244</b></p>
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DRAWING NO.: **PW2**

# **FOR REFERENCE**

## **ASBESTOS and HAZARDOUS MATERIAL SURVEY REPORT**

**Hamilton - Larimer Demolition, AMP - 39**

**IFB CONTRACT NO. 600-15-20**





Asbestos and Hazardous Materials Survey  
Report

Hamilton-Larimer (AMP-39), Six Buildings  
6201 – 6209 Carver St  
6200 – 6256 Auburn St  
Pittsburgh, PA

Prepared for

Housing Authority City of Pittsburgh  
100 Ross Street, Suite 200  
Pittsburgh, PA

Prepared by

Professional Service Industries, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220

September 19, 2019

PSI Project # 08162634-51



September 19, 2019

Housing Authority City of Pittsburgh  
100 Ross Street, Suite 200  
Pittsburgh, PA 15219

Attention: Jose Solis  
Project Manager

Subject: Asbestos and Hazardous Materials Survey Report  
Hamilton-Larimer (AMP-39), Six Buildings  
6201 – 6209 Carver St  
6200 – 6256 Auburn St  
Pittsburgh, PA 15206  
PSI Project 08162634-51

Dear Mr. Jose Solis:

Professional Service Industries, Inc. (PSI) performed the Asbestos and Hazardous Materials Survey that you requested. PSI provided its services in general accordance with our agreement dated July 11, 2019. PSI transmits one electronic copy with this letter.

PSI thanks you for choosing us as your consultant for this project. Please contact us at 412-922-4000 if you have any questions or we may be of further service.

Respectfully Submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

A handwritten signature in blue ink that reads "Jennifer E. Jacobs".

Jennifer Jacobs  
Environmental Technician

A handwritten signature in blue ink that reads "Eric Oldroyd".

Eric Oldroyd  
Principal Consultant



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## 1 EXECUTIVE SUMMARY

Professional Service Industries (PSI), Inc., was retained by Housing Authority City of Pittsburgh (HACP) to conduct a survey for asbestos-containing materials (ACM) and suspect hazardous materials in the Hamilton-Larimer (AMP-39) Six Building Site, located at 6201 – 6209 Carver St and 6200 – 6256 Auburn St in Pittsburgh, PA.

The site consists of buildings 2, 3, 4, 5, 6, and 7 (28 units) which include:

- 6256, 6254, 6252, 6250, 6246, 6244, 6242, 6240, 6234, 6232, 6230, 6228, 6226, 6222, 6220, 6218, 6216, 6214, 6208, 6206, 6204, 6202, 6200 Auburn Street, Pittsburgh, PA 15206
- 6201, 6203, 6205, 6207, 6209, Carver Street, Pittsburgh, PA 15206

Each building is approximately 7,700-sq. ft., 2-story, with basement, brick structure with an unknown constructed date. The subject structures were un-occupied during the inspection

The purpose of the investigation and sampling was to provide information regarding the presence, condition, and estimated quantity of accessible ACMs located at the facility prior to its planned demolition. Roof Systems were included in the scope of this survey.

### **Asbestos Survey**

The asbestos inspection and sampling was conducted on 08/07/2019 & 09/05/2019. A total of one-hundred and eight-five (185) samples were collected from seventy-six (76) suspect asbestos-containing homogeneous materials during the survey. The samples were analyzed by polarized light microscopy (PLM).

**The following ACMs (>1% asbestos) were identified during this investigation:**

- **None**

No materials were assumed to be ACM during this survey

In addition, prior to any future maintenance, renovation or demolition activities, any concealed areas, such as behind walls, where suspect ACMs are discovered, will require a survey for ACM.

### **Hazardous Materials Visual Survey**

The scope of work for the hazardous material inspection included a visual inspection for suspect hazardous materials including polychlorinated biphenyls (PCBs), mercury, halon fire extinguishers, refrigerants (CFCs), petroleum or hazardous materials drums, containers and AST's. The results of the visual inspection from the Hamilton-Larimer (AMP-39) Six Building Site identified the following:

- Mercury Fluorescent Light Tubes and Bulbs
- PCB Fluorescent Light Ballasts
- Assumed PCB containing caulking



If these materials are to be disturbed, they should be properly removed and disposed or recycled prior to demolition or renovations.

This summary does not contain all the information presented in the full report. The report should be read in its entirety to obtain a more complete understanding of the information provided and to aid in any decisions made or actions taken based on this information.



## 2 INTRODUCTION

### 2.1 SCOPE OF SERVICES

The scope of services for this project consisted of conducting an asbestos assessment, including inspection, sampling and analysis of accessible and exposed interior and exterior areas at the subject Hamilton-Larimer (AMP-39) Six Building Site facility, including the exterior and the roofs, and a visual inspection for suspect hazardous materials including polychlorinated biphenyls (PCBs), mercury bulbs and switches, halon fire extinguishers, refrigerants (CFCs), petroleum or hazardous materials drums, containers and AST's. The investigation included a review of client provided records or documents (if available), visual inspection of the subject area(s), asbestos sample collection, polarized light microscopy (PLM) asbestos sample analysis, quantification of ACMs, report preparation and review. No sampling was conducted for suspect hazardous materials within the scope of this investigation.

The subject area of the facility for this investigation included accessible and exposed portions of the entire buildings, interior and exterior, including the roof.

### 2.2 PURPOSE

The purpose of this survey was to provide general information for the subject building regarding the presence, condition, and quantity of accessible and/or exposed friable and non-friable, building materials that contain asbestos and other suspect hazardous materials prior to the planned renovation of the building.

### 2.3 AUTHORIZATION

Authorization to perform this work was given on July 11, 2019 by Jose Solis, Project Manager, Housing Authority of Pittsburgh. The project was conducted in accordance with the scope, terms and conditions of PSI Task Order Proposal #51, dated June 03, 2019.

### 2.4 LIMITATIONS

#### Asbestos

This asbestos survey was intended to meet the requirements of the National Emissions Standard for Hazardous Air Pollutants (NESHAP) for Asbestos demolition or renovation. The survey included a thorough inspection of all areas of demolition.

Roof Systems were included in the scope of this survey.

Limited destructive sampling, such as behind finished surfaces (plaster/drywall walls, above hard ceilings, etc.); inside mechanical chases, behind mirrored walls, under carpet or tiled floors, etc., was generally conducted to try to assess inaccessible or concealed materials. The inspection team selected representative areas to perform an intrusive evaluation of void spaces within the building or structure. Such inspections were made by creating an opening of sufficient size to determine the



presence, condition and quantity of suspect ACM within. Void spaces which were evaluated included locations of suspected pipe or HVAC chases, wall cavities where fireproofing or other ACM was suspected, above finished ceiling systems where ACM was likely to exist, within pipe trenches or within concealed locations. Although PSI made an attempt to identify all areas of ACM, an exhaustive investigation of void spaces was not included in the scope of services for this project. There may exist conditions which were unable to be identified within the scope of this survey.

Inaccessible is defined as areas of the building that were locked, or where admittance was not permitted. It also includes areas/materials that could not be tested (sampled) without destruction of the structure or a portion of the structure, and areas/materials that could not be safely reached by the inspector or inspection team. In the event that access to a portion of the building was not obtained (which otherwise would have been tested), such limitations specifically are identified in the Findings Section of this report.

PSI did not sample any system which presented a hazard to the inspection team such as energized electrical systems or within confined spaces.

### **Hazardous Materials**

The limited visual inspection for suspect hazardous materials was limited to building materials or equipment that may contain polychlorinated biphenyls, mercury and other hazardous chemicals. No sampling was conducted for hazardous materials within the scope of this investigation.

## **2.5 WARRANTY**

The field and laboratory results reported herein are considered sufficient in detail and scope to determine the presence of accessible and/or exposed suspect ACM for the building structure. Professional Service Industries (PSI), Inc., warrants that the findings contained herein have been prepared in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

The survey and analytical methods have been used to provide the client with information regarding the presence of accessible and/or exposed suspect ACM existing at the time of the inspection. Test results are valid only for the material(s) tested. There is a distinct possibility that conditions may exist which could not be identified within the scope of the study or which were not apparent during the site visit. This inspection covered only those areas that were exposed and/or physically accessible to the Inspector. The study is also limited to the information available from the client at the time it was conducted.

No other warranties are implied or expressed.





### 3 GENERAL BUILDING AND SURVEY INFORMATION

#### 3.1 BUILDING INFORMATION

<u>Subject Property:</u>	Hamilton-Larimer (AMP-39) Six Building Site, located at 6201 – 6209 Carver St and 6200 – 6256 Auburn St Pittsburgh, PA 15206.
<u>Facility Construction Date:</u>	Unknown
<u>Previous Renovation Dates:</u>	Unknown
<u>Number of Floors:</u>	2-stories with basement
<u>Est. Square Footage:</u>	7,700 sq. ft. – each building
<u>Construction Type</u>	Brick
<u>Building Occupant(s):</u>	Vacant
<u>Additional Information:</u>	None

#### 3.2 INSPECTION INFORMATION

<u>Name of PSI Inspector(s):</u>	Eric Oldroyd PA # 057180  Jennifer Jacobs PA # 059416
<u>Date(s) of Inspection:</u>	08/07/2019 & 09/05/2019
<u>Escort:</u>	none



## 4 METHODOLOGY

Inspection and sampling procedures were performed in general accordance with the guidelines published by the Environmental Protection Agency (EPA). The inspection and survey described below was performed by an EPA accredited and State of Pennsylvania licensed inspector.

### 4.1 RECORD DOCUMENT REVIEW

No documents were provided for review as a part of this Asbestos Survey:

### 4.2 ASBESTOS VISUAL INSPECTION PROCEDURES

An initial individual building structure walkthrough was conducted to determine the presence of suspect asbestos-containing materials that were accessible and/or exposed. Exterior areas, including the roof systems, were included in the scope of this investigation.

Destructive investigation, such as behind finished surfaces (plaster/drywall walls, above hard ceilings, etc.); inside mechanical chases, behind mirrored walls, under carpet or tiled floors, etc., was generally conducted to try to assess inaccessible or concealed materials. The inspection team selected representative areas to perform an intrusive evaluation of void spaces within the building or structure. Such inspections were made by creating an opening of sufficient size to determine the presence, condition and quantity of suspect ACM within. Void spaces which were evaluated included locations of suspected pipe or HVAC chases, wall cavities where fireproofing or other ACM was suspected, above finished ceiling systems where ACM was likely to exist, within pipe trenches or within concealed locations. Although PSI made an attempt to identify all areas of ACM, an exhaustive investigation of void spaces was not included in the scope of services for this project. There may exist conditions which were unable to be identified within the scope of this survey.

Materials which were similar in color, texture, general appearance and which appear to have been installed at the same time were grouped in Homogeneous Sampling Areas. Such materials are termed "homogeneous materials" by the EPA. During this walkthrough, the approximate locations of these homogeneous materials were also noted.

The inspector evaluated the overall condition of the material and determined whether the materials were friable or non-friable by touching the material, where practical. A friable material is defined as any material able to be crushed, crumbled, pulverized or reduced to a powder by hand press when dry.

Each material was further assessed for overall condition. Conditions were rated as good, damaged or significantly damaged. PSI's inspector also identified the EPA classification of the material: Regulated ACM (RACM), Category I non-friable ACM, and Category II non-friable ACM, based on the materials current condition. PSI's inspector provided estimated quantities of the materials identified as ACM, based only on materials that were accessible and exposed.

### 4.3 ASBESTOS SAMPLING PROCEDURES

Following the walkthrough, the Inspector collected samples of suspect materials.



EPA guidelines were used to determine the sampling protocol. Sampling locations were chosen to be representative of the homogeneous sampling area. While an effort was made to collect samples randomly, samples were taken preferentially from areas already damaged or areas which were the least visible to minimize disturbance of the material.

Each sample location was sprayed with amended water and was kept wet during the entire sampling process. Samples were collected by coring through the material from the surface down to the base substrate. All layers of the material were extracted and placed into a sample container for transport to the laboratory. Sample containers were sealed and labeled with a unique sample identification number. Where appropriate, sampled materials were sealed with an encapsulant or covered with tape after sampling. PSI is not responsible for restoring the sampled areas to their pre-sampled condition.

In accordance with the agreement between PSI and the client, roofing materials were sampled by coring through the roof system to the base deck material. Due to the destructive nature of roof sampling, PSI does not warrant a watertight condition following sample extraction, nor can PSI guarantee the continuance of any roof system warranties by other entities.

#### **4.4 ASBESTOS ANALYSIS PROCEDURES**

All samples were analyzed at Professional Service Industries, Inc. located at 850 Poplar Street, Pittsburgh, Pennsylvania 15220. The PSI Pittsburgh Asbestos Laboratory is a National Voluntary Laboratory Accreditation Program (NVLAP) Accredited (#101350-0) and an American Industrial Hygiene Association (AIHA) Accredited (#8222) Laboratory. A copy of the Laboratory's Accreditation Certificate is included in Appendix E.

The samples were analyzed for asbestos on a "positive-stop" basis by polarized light microscopy (PLM) in accordance with the "EPA Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116 July 1993). Analysis was performed by using bulk samples for visual observation and slide preparation(s) for microscopic examination and identification. The samples were mounted on slides and then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, actinolite/tremolite), and fibrous non-asbestos constituents (mineral wool, fiberglass, cellulose, etc.). Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

The microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample, using a stereoscope.

The EPA method allows samples which are visually determined to have 10% or less asbestos to be quantified using a Point Count procedure. An ocular reticule (cross hair or point array) is used to visually superimpose a point or points on the microscope field of view. A total of 400 points superimposed on either asbestos fibers or nonasbestos matrix material must be counted over at least eight different preparations of representative subsamples. If an asbestos fiber and matrix particle overlap so that a point is superimposed on their visual intersection, a point is scored for both categories. Point counting provides a quantification of the area percent asbestos. No samples were point counted for this survey.



## 4.5 HAZARDOUS MATERIALS VISUAL INSPECTION METHODOLOGY

### Polychlorinated Biphenyls (PCB's)

- A visual inspection of a "representative number" of light fixtures and ballasts, and inspection for equipment containing hydraulic fluids/oils, such as transformers, elevators, or hydraulic lifts, was performed to determine the possible presence of PCBs.
- Suspect PCB window/door/wall caulking(s) were noted for buildings constructed before approximately 1979.
- Quantities and general locations of suspected PCB containing or contaminated materials were noted.

### Mercury

- A visual inspection was performed for the purpose of identifying the potential presence, location and estimated quantity of suspect mercury containing fluorescent bulbs, light switches, gauges, exit signs, and thermostats.

### Other Hazardous Materials

- A visual inspection was conducted for the purpose of identifying the potential presence, location and estimated quantity of other suspect building related hazardous building materials, which included: halon fire extinguishing equipment, refrigerant chlorofluorocarbons (CFC's), petroleum and hazardous material drums, and/or containers, ASTs, or USTs.

No sampling was conducted for hazardous materials within the scope of this investigation.



## 5 FINDINGS

### 5.1 ASBESTOS RESULTS

A total of one-hundred and eight-five (185) samples were collected from seventy-six (76) suspect asbestos-containing homogeneous materials during the survey. In addition, no suspect materials were assumed to contain asbestos during this survey.

#### No Materials Were Identified as Asbestos Containing During This Survey

The "Report of Bulk Sample Analysis for Asbestos", the "Asbestos Bulk Sample Log", Sample Location diagram and Photographs are included in the Appendices. The Tables on the following pages list the suspect asbestos-containing materials observed throughout the building. Tables 1-6 lists the materials that were sampled, along with the results of the inspection and laboratory analysis.

Each tables give a description of the materials, their general locations, condition, friability, EPA NESHAP Category, and estimated quantity, and an estimated cost estimate for abatement.

#### Inaccessible Areas

The following areas were inaccessible during the survey and therefore were not included in the scope of the survey.

- None

#### Regulatory Guidelines

**ACM Definition** - The EPA & OSHA consider a material to be asbestos-containing if at least one sample from the homogeneous area shows asbestos in an amount greater than 1%.

**Point Count Quantification** - If a material is found to contain 10% or less asbestos via visual estimation, it can be treated as non asbestos-containing per EPA Regulations, if verified to contain 1% or less asbestos by the Point Count Quantification Procedure. If not point counted, a sample in which asbestos was visually detected and estimated (including trace to  $\leq 1\%$ ) must be assumed to be greater than 1% and treated as ACM. Please refer to the laboratory analyses for a more detailed description of the microscopic analysis of individual samples. No samples were quantified by the Point Count Procedure in this Asbestos Survey.

**EPA NESHAP Category** - EPA classifies ACM into several categories. A **regulated asbestos-containing material (RACM)** as defined by the Asbestos National Emissions Standard for Hazardous Air Pollutants (NESHAP) is any (a) Friable asbestos material, (b) Category I non-friable ACM that has becomes friable, (c) Category I non- friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations. A



**Category I Non-friable ACM** includes packings, gaskets, resilient floor covering, and asphalt roofing products which contain more than one percent asbestos. A **Category II Non-friable ACM** includes any material, except for a Category I non-friable ACM, which contains more than one-percent asbestos and cannot be reduced to a powder by hand pressure when dry.

**The Allegheny County Health Department (ACHD)** regulates all asbestos containing materials in quantiles greater than 160 square feet (sf) as RACM; therefore, all ACMs with quantiles greater than 160 sf and all friable materials in any amount must be removed prior to demolition or impacting renovations. Federal, State and Local regulations and guidelines should be strictly adhered to when removing the ACM.

**The Occupational Safety and Health Administration (OSHA)** requires all suspect materials to be analyzed by layer, even materials such as drywall/joint compound, which may sometimes be composited per the EPA. If any layer contains asbestos in a concentration  $>1\%$ , the material is considered an ACM.

OSHA has a classification system (I thru IV) for ACM depending on the type of material and the disturbance. Briefly, **'Class I'** work is defined as activities involving the removal of ACM or presumed ACM (PACM) that is thermal system insulation (TSI) and surfacing materials. **'Class II'** activities involve removal of ACM/PACM other than TSI or surfacing material. **'Class III'** work includes repair and maintenance operations which are likely to disturb ACM/PACM, and **'Class IV'** work includes maintenance and custodial activities during which employees contact but do not disturb ACM/PACM.

Materials where asbestos is detected, but where point counting is conducted and determined that the concentration is  $\leq 1\%$  asbestos, are not considered to be ACM by OSHA. However, these materials are considered unclassified asbestos work per OSHA. Some OSHA work control practices and prohibitions will still apply, with the extent depending on whether the worker's exposure to airborne asbestos exceeds the OSHA permissible exposure limit (PEL).

Additional details of the OSHA asbestos regulations related to the construction industry can be found in 29 CFR part 1926.1101.

## Quantification

Quantification of suspect asbestos-containing materials was conducted using visual estimation by a licensed asbestos inspector. This visual estimation was performed in accordance with generally accepted practices in the asbestos industry based on materials that were accessible and exposed. These values are sufficiently accurate for the purpose of documenting the presence of asbestos within its space for the purpose of identifying abatement control conditions or for general policy considerations. Actual quantities may differ between visually estimated values and physical measurements. If a licensed asbestos abatement contractor is engaged to remove asbestos containing materials, the abatement contractor is responsible for verifying reported quantities of ACM.



## **Abatement Cost Estimation**

PSI used recognized standard engineering principles in developing the unit cost budgetary estimate for removal of the listed asbestos-containing materials (ACM) contained in this facility. This is an estimate for removal only, intended for general policy decisions regarding program development and planning. The figures are as of the date of the report and cover only the removal contractor's fees. Not included are items such as indirect or hidden costs, such as employee relocation during the project, lost revenues, replacement costs, project design or monitoring, etc. These items are considered during the development of an engineering cost estimate, which is beyond the scope of this study. Other variables included in an engineering cost estimate are the project schedule and phasing, size of the project, and other factors that can affect project cost.



**TABLE 1 – SUSPECT ACMs - SAMPLED**

**Building #011002**

**Survey Date(s): 08/07/2019 & 09/05/2019**

MATERIAL # & (# SAMP)	MATERIAL DESCRIPTION	MATERIAL LOCATION	F/NF 1	COND. 2	% ACM & TYPE <sup>3</sup>	EPA NESHAP CAT <sup>4</sup>	EST. QTY.	EST. REMOVAL COST
01 (2)	12" x 12" Tan Mottled Floor Tile with Yellow Mastic	Kitchens and Dining Rooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
02 (2)	4" Tan Cove Base and Mastic	Kitchens and Living Rooms	NF	Good	CB – NAD M – NAD	NA	NA	NA
03 (2)	12" x 12" Tan Speckled Floor Tile with Yellow Mastic	Living Rooms and Bedrooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
04 (7)	Plaster	Throughout	NF	Good	NAD	NA	NA	NA
05 (2)	Black Stair Tread	Basement Stairs	NF	Good	NAD	NA	NA	NA
06 (2)	Tan Sheet Flooring and Clear Mastic	2 <sup>nd</sup> Fl Bathroom	NF	Good	SF – NAD M – NAD	NA	NA	NA
07 (2)	Green and Black Self-Stick Sheet Flooring and Clear Mastic	1 <sup>st</sup> Fl Entryway	NF	Good	SF – NAD M – NAD	NA	NA	NA
08 (3)	Drywall	Throughout	NF	Good	NAD	NA	NA	NA
09 (2)	12" x 12" White Mottled Floor Tile and Yellow Mastic	Basement Bathroom	NF	Good	FT – NAD M – NAD	NA	NA	NA
10 (2)	4" Black Cove Base and Mastic	2 <sup>nd</sup> Fl Bedrooms	NF	Good	CB – NAD M – NAD	NA	NA	NA
11 (2)	Black Self-Stick Floor Tile with Clear Mastic	2 <sup>nd</sup> Fl Bathroom	NF	Good	FT – NAD M – NAD	NA	NA	NA
12 (2)	Brown Laminate Board	Kitchens	NF	Good	NAD	NA	NA	NA
13 (2)	Roof Shingles over Vapor Barrier	Roof	NF	Good	RS – NAD VB – NAD	NA	NA	NA





**TABLE 2 – SUSPECT ACMs – SAMPLED**

**Building #011003**

**Survey Date(s): 08/07/2019 & 09/05/2019**

MATERIAL # & (# SAMP)	MATERIAL DESCRIPTION	MATERIAL LOCATION	F/NF 1	COND. 2	% ACM & TYPE <sup>3</sup>	EPA NESHAP CAT <sup>4</sup>	EST. QTY.	EST. REMOVAL COST (\$)
01 (2)	12" x 12" Tan Mottled Floor Tile with Yellow Mastic	Living Rooms and Dining Rooms	NF	Good	FT – NAD YM – NAD	NA	NA	NA
02 (2)	4" Tan Cove Base and Mastic	Dining Rooms and Family Rooms	NF	Good	FT - NAD M – NAD	NA	NA	NA
03 (2)	12" x 12" Tan Speckled Floor Tile with Yellow Mastic	Dining Rooms and 2 <sup>nd</sup> Fl Bedrooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
04 (2)	Black Stair Tread	Basement Stairs	NF	Good	NAD	NA	NA	NA
05 (2)	Tan Stair Tread	1 <sup>st</sup> Fl Stairs	NF	Good	NAD	NA	NA	NA
06 (2)	12" x 12" White Mottled Floor Tile and Yellow Mastic	Basement Bathroom	NF	Good	FT – NAD M – NAD	NA	NA	NA
07 (2)	4" Black Cove Base and Mastic	Basement Bathroom	NF	Good	CB – NAD M – NAD	NA	NA	NA
08 (7)	Plaster	Throughout	NF	Good	NAD	NA	NA	NA
09 (2)	White and Black Checkerboard Vinyl Flooring with Clear Mastic	Basement Stair Landing	NF	Good	VF – NAD M – NAD	NA	NA	NA
10 (2)	Brown Laminate Board	Kitchens	NF	Good	NAD	NA	NA	NA
11 (2)	Roof Shingles over Vapor Barrier	Roof	NF	Good	RS – NAD VB – NAD	NA	NA	NA



**TABLE 3 – SUSPECT ACMs – SAMPLED**

**Building #011004**

**Survey Date(s): 08/07/2019 & 09/05/2019**

MATERIAL # & (# SAMP)	MATERIAL DESCRIPTION	MATERIAL LOCATION	F/NF 1	COND. 2	% ACM & TYPE <sup>3</sup>	EPA NESHAP CAT <sup>4</sup>	EST. QTY.	EST. REMOVAL COST (\$)
01 (2)	12" x 12" Tan Speckled Floor Tile with Yellow Mastic	Kitchens and 2 <sup>nd</sup> Fl Bedrooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
02 (2)	4" Black Cove Base and Mastic	Kitchen and 2 <sup>nd</sup> Fl Bedrooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
03 (2)	Black Stair Tread	Basement & 1 <sup>st</sup> Fl Stairs	NF	Good	NAD	NA	NA	NA
04 (3)	Drywall & Joint Compound	Kitchens and Bedrooms	NF	Good	DW – NAD JC – NAD	NA	NA	NA
05 (2)	12" x 12" White Mottled Floor Tile and Yellow Mastic	Basement Bathroom	NF	Good	FT – NAD M – NAD	NA	NA	NA
06 (2)	Tan Sheet Flooring with Clear Mastic	1 <sup>st</sup> Fl Bathroom	NF	Good	SF – NAD M – NAD	NA	NA	NA
07 (2)	Gray Pebbled Sheet Flooring with Clear Mastic	2 <sup>nd</sup> Fl Bathroom	NF	Good	SF – NAD M – NAD	NA	NA	NA
08 (2)	Black Rubber Flooring	Basement Stair Landing	NF	Good	NAD	NA	NA	NA
09 (2)	12" x 12" Tan Mottled Floor Tile with Yellow Mastic	Kitchen	NF	Good	FT – NAD M – NAD	NA	NA	NA
10 (2)	4" Brown Cove Base and Mastic	Kitchen and Living Rooms	NF	Good	CB – NAD M – NAD	NA	NA	NA
11 (7)	Plaster	Throughout	NF	Good	NAD	NA	NA	NA
12 (2)	Roof Shingles over Vapor Barrier	Roof	NF	Good	NAD	NA	NA	NA
13 (2)	Brown Laminate Board	Kitchens	NF	Good	NAD	NA	NA	NA



**TABLE 4 – SUSPECT ACMs – SAMPLED**

**Building #011005**

**Survey Date(s): 08/07/2019 & 09/05/2019**

MATERIAL # & (# SAMP)	MATERIAL DESCRIPTION	MATERIAL LOCATION	F/NF 1	COND. 2	% ACM & TYPE <sup>3</sup>	EPA NESHAP CAT <sup>4</sup>	EST. QTY.	EST. REMOVAL COST (\$)
01 (2)	12" x 12" Tan Mottled Floor Tile with Yellow Mastic	Hallways and 2 <sup>nd</sup> Fl Bedrooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
02 (2)	4" Tan Cove Base and Mastic	Hallways and 2 <sup>nd</sup> Fl Bedrooms	NF	Good	CB – NAD M – NAD	NA	NA	NA
03 (2)	Black Stair Tread	Basement & 1 <sup>st</sup> Fl Stairs	NF	Good	NAD	NA	NA	NA
04 (3)	Drywall & Joint Compound	Kitchens and 2 <sup>nd</sup> Fl Bedrooms	F	Good	DW – NAD JC – NAD	NA	NA	NA
05 (2)	12" x 12" White Mottled Floor Tile with Yellow Mastic	Basement Bathroom	NF	Good	FT – NAD M – NAD	NA	NA	NA
06 (2)	Gray Pebbled Sheet Flooring with Clear Mastic	2 <sup>nd</sup> Fl Bathroom	NF	Good	SF – NAD M – NAD	NA	NA	NA
07 (2)	4" Black Cove Base and Mastic	Basements	NF	Good	CB – NAD M – NAD	NA	NA	NA
08 (2)	Tan Stair Tread	1 <sup>st</sup> Fl Stairs	NF	Good	NAD	NA	NA	NA
09 (2)	12" x 12" Tan Speckled Floor Tile with Yellow Mastic	Hallways and 2 <sup>nd</sup> Fl Bedrooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
10 (7)	Plaster	Throughout	NF	Good	NAD	NA	NA	NA
11 (2)	Brown Laminate Board	Kitchens	NF	Good	NAD	NA	NA	NA
12 (2)	Roof Shingles over Vapor Barrier	Roof	NF	Good	NAD	NA	NA	NA



**TABLE 5 – SUSPECT ACMs – SAMPLED**

**Building #011006**

**Survey Date(s): 08/07/2019 & 09/05/2019**

MATERIAL # & (# SAMP)	MATERIAL DESCRIPTION	MATERIAL LOCATION	F/NF 1	COND. 2	% ACM & TYPE <sup>3</sup>	EPA NESHAP CAT <sup>4</sup>	EST. QTY.	EST. REMOVAL COST (\$)
01 (2)	12" x 12" Tan Mottled Floor Tile with Yellow Mastic	Kitchens and Living Rooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
02 (2)	4" Tan Cove Base and Mastic	Kitchens and Living Rooms	NF	Good	CB – NAD M – NAD	NA	NA	NA
03 (2)	12" x 12" Tan Speckled Floor Tile with Yellow Mastic	2 <sup>nd</sup> FI Bedrooms and Hallways	NF	Good	FT – NAD M – NAD	NA	NA	NA
04 (3)	Drywall & Joint Compound	Basement, Living Rooms, & 2 <sup>nd</sup> FI Bedrooms	NF	Good	DW – NAD JC – NAD	NA	NA	NA
05 (2)	4" Tan Cove Base and Mastic	2 <sup>nd</sup> FI Bedrooms and Hallways	NF	Good	CB – NAD M – NAD	NA	NA	NA
06 (2)	Black Stair Tread	Basement & 1 <sup>st</sup> FI Stairs	NF	Good	NAD	NA	NA	NA
07 (2)	Tan Sheet Flooring with Clear Mastic	2 <sup>nd</sup> FI Bathroom	NF	Good	SF – NAD M – NAD	NA	NA	NA
08 (2)	12" x 12" White Mottled Floor Tile with Yellow Mastic	Basement Bathroom	NF	Good	FT – NAD M – NAD	NA	NA	NA
09 (2)	12" x 12" Brown/Black Floor Tile with Yellow Mastic	Entrance and Kitchen	NF	Good	FT – NAD M – NAD	NA	NA	NA
10 (2)	Gray Pebbled Sheet Flooring with Clear Mastic	2 <sup>nd</sup> FI Bathroom	NF	Good	SF – NAD M – NAD	NA	NA	NA
11 (7)	Plaster	Throughout	NF	Good	NAD	NA	NA	NA
12 (2)	Brown Laminate Board	Kitchens	NF	Good	NAD	NA	NA	NA
13 (2)	Roof Shingles over Vapor Barrier	Roof	NF	Good	NAD	NA	NA	NA



**TABLE 6 – SUSPECT ACMs – SAMPLED**

**Building #011007**

**Survey Date(s): 08/07/2019 & 09/05/2019**

MATERIAL # & (# SAMP)	MATERIAL DESCRIPTION	MATERIAL LOCATION	F/NF 1	COND. 2	% ACM & TYPE <sup>3</sup>	EPA NESHAP CAT <sup>4</sup>	EST. QTY.	EST. REMOVAL COST (\$)
01 (2)	12" x 12" Tan Mottled Floor Tile with Yellow Mastic	Kitchens and Living Rooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
02 (2)	4" Tan Cove Base and Mastic	Living Rooms & 2 <sup>nd</sup> Fl Bedrooms	NF	Good	CB – NAD M – NAD	NA	NA	NA
03 (2)	12" x 12" Tan Speckled Floor Tile with Yellow Mastic	2 <sup>nd</sup> Fl Bedrooms	NF	Good	FT – NAD M – NAD	NA	NA	NA
04 (2)	Tan Sheet Flooring with Clear Mastic	1 <sup>st</sup> Fl Bathroom	NF	Good	SF – NAD M – NAD	NA	NA	NA
05 (3)	Drywall & Joint Compound	Kitchens and Living Rooms	NF	Good	DW – NAD JC – NAD	NA	NA	NA
06 (2)	4" Black Cove Base and Mastic	Basements	NF	Good	CB – NAD M – NAD	NA	NA	NA
07 (2)	12" x 12" White Mottled Floor Tile with Yellow Mastic	Basement Bathroom	NF	Good	FT – NAD M – NAD	NA	NA	NA
08 (2)	Black Stair Tread	Basement Stairs	NF	Good	NAD	NA	NA	NA
09 (2)	Dark Brown Stair Tread	1 <sup>st</sup> Fl Stairs	NF	Good	NAD	NA	NA	NA
10 (2)	Tan Stair Tread	1 <sup>st</sup> Fl Stairs	NF	Good	NAD	NA	NA	NA
11 (7)	Plaster	Throughout	NF	Good	NAD	NA	NA	NA
12 (2)	Roof Shingles over Vapor Barrier	Roof	NF	Good	NAD	NA	NA	NA



MATERIAL # & (# SAMP)	MATERIAL DESCRIPTION	MATERIAL LOCATION	F/NF <sup>1</sup>	COND. <sup>2</sup>	% ACM & TYPE <sup>3</sup>	EPA NESHAP CAT <sup>4</sup>	EST. QTY.	EST. REMOVAL COST (\$)
13 (2)	Brown Laminate Board	Kitchens	NF	Good	NAD	NA	NA	NA
14 (2)	Gray Bathroom Floor Caulk	1 <sup>st</sup> Fl Bathroom	NF	Good	NAD	NA	NA	NA

<sup>1</sup> F = Friable; NF = Non-friable

<sup>2</sup> Cond. = Condition Of Materials Either good, dam = damaged., sig. dam. = significant damage

<sup>3</sup> NAD = No Asbestos Detected, Ch = Chrysotile, Am = Amosite, PT = Point Count Analysis

<sup>4</sup> NESHAP Category - Regulated ACM (RACM), Cat I NF=Category I Non-Friable ACBM, Cat II NF= Category II Non-Friable ACBM.



## 5.2 HAZARDOUS MATERIALS VISUAL INSPECTION RESULTS

The following table lists possible hazardous materials identified during the inspection, the location of the material and quantity if applicable.

[Hamilton-Larimer, Buildings #011002-011007]

Survey Date(s): 08/08/2019

Material	Observed Yes/No	Estimated Quantity	General Location
Mercury Fluorescent Light Tubes and Bulbs	Yes	600	Throughout the buildings
PCB Fluorescent Light Ballasts	Yes	70	Throughout the buildings
PCB Hydraulic Elevator Oil	No	N/A	N/A
PCB Transformers	No	N/A	N/A
PCB Hydraulic Lift Pits	No	N/A	N/A
PCB Hydraulic Compactor			
PCB Caulking/Glazing	Yes		Assumed due to age of building
Mercury Vapor Lights	No	N/A	N/A
Mercury Thermostats/ Thermometers	No	N/A	N/A
Mercury Light Switches	No	N/A	N/A
Exit Signs			
Batteries	No	N/A	N/A
Lead Batteries	No	N/A	N/A
CFCs / Freon™ A/C & Refrigerant Equipment: Window and Roof Top Units	No	N/A	N/A
CFCs / Freon™ A/C & Refrigerant Equipment: Water Fountains	No	N/A	N/A
UST/AST	No	N/A	N/A
Halon Fire Extinguishers	No	N/A	N/A
Other: various cleaning chemicals gallon size or less	No	N/A	N/A
Other: gallon sized or less containers of latex & oil paints and mineral spirits	No	N/A	N/A
Electronic Components	No	N/A	N/A

N/A – Not Applicable



## Regulatory Guidelines

By definition, EPA determined that some specific wastes are hazardous. These wastes are incorporated into lists published by the EPA. These lists are organized into three categories:

1. The F-list (non-specific source wastes). This list identifies wastes from common manufacturing and industrial processes, such as solvents that have been used in cleaning or degreasing operations. Because the processes producing these wastes can occur in different sectors of industry, the F-listed wastes are known as wastes from non-specific sources. Wastes included on the F-list can be found in the regulations at 40 CFR §261.31.
2. The K-list (source-specific wastes). This list includes certain wastes from specific industries, such as petroleum refining or pesticide manufacturing. Certain sludges and wastewaters from treatment and production processes in these industries are examples of source-specific wastes. Wastes included on the K-list can be found in the regulations at 40 CFR §261.32.
3. The P-list and the U-list (discarded commercial chemical products). These lists include specific commercial chemical products in an unused form. Some pesticides and some pharmaceutical products become hazardous waste when discarded. Wastes included on the P- and U-lists can be found in the regulations at 40 CFR §261.33.

Waste that has not been specifically listed may still be considered a hazardous waste if exhibits one of the four characteristics defined in 40 CFR Part 261 Subpart C - ignitability (D001), corrosivity (D002), reactivity (D003), and toxicity (D004 - D043).

1. Ignitability - Ignitable wastes can create fires under certain conditions, are spontaneously combustible, or have a flash point less than 60 °C (140 °F). Examples include waste oils and used solvents.
2. Corrosivity - Corrosive wastes are acids or bases (pH less than or equal to 2, or greater than or equal to 12.5) that are capable of corroding metal containers, such as storage tanks, drums, and barrels.
3. Reactivity - Reactive wastes are unstable under "normal" conditions. They can cause explosions, toxic fumes, gases, or vapors when heated, compressed, or mixed with water.
4. Toxicity - Toxic wastes are harmful or fatal when ingested or absorbed (e.g., containing mercury, lead, etc.). When toxic wastes are land disposed, contaminated liquid may leach from the waste and pollute ground water. Toxicity is defined through a laboratory procedure called the Toxicity Characteristic Leaching Procedure (TCLP) (Method 1311). The TCLP helps identify wastes likely to leach concentrations of contaminants that may be harmful to human health or the environment.

Mercury-containing equipment, mercury containing lamps, batteries and pesticides that are classified as hazardous waste can be collected under the streamlined collection standards for Universal Waste as defined by the EPA in 40 CFR §273. Universal Waste identified as part of this investigation should be removed and either disposed or recycled in accordance with the EPA guidelines.

Light fixture ballasts manufactured through 1979 and those without a "No PCBs" label should be assumed to contain polychlorinated biphenyls (PCBs). The capacitor in the ballast may contain two to three ounces of PCBs. Potting compound (used to dissipate heat from electrical components in the ballast) may be made of waste oil contaminated by PCBs. The Toxic





Substances Control Act of 1976 (TSCA) regulates disposal and storage of PCB. Ballasts containing or suspected of containing PCBs should be disposed of at hazardous waste incinerators or chemical waste landfills.



## 6 CONCLUSIONS & RECOMMENDATIONS

### 6.1 CONCLUSIONS

No Asbestos-containing materials (ACMs) were identified in the Hamilton-Larimer (AMP-39) Six Building Site.

A visual inspection identified suspect hazardous materials consisting of mercury fluorescent light tubes and bulbs, compact fluorescent lights, PCB caulking (the caulking is assumed to contain PCB's due to the age of the building).

### 6.2 RECOMMENDATIONS

#### Asbestos

Any suspect ACM discovered during demolition activities, such as inside wall and ceiling void spaces or under concrete slabs, should be treated as assumed ACM unless the material is identified as non-ACM by an accredited Asbestos Inspector.

#### Suspect Hazardous Materials

If any of the suspect hazardous materials are to be disturbed, they should be properly removed and disposed or recycled prior to renovations. The handling and disposal of the fluorescent light fixtures are covered under the EPA's Universal Waste Regulations.



**APPENDIX A – REPORT OF BULK SAMPLE ANALYSIS FOR  
ASBESTOS**

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

**TESTED FOR:** PSI, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220  
Attn: Will Nicastro

**Project ID:** 08162634-51  
HAPC Hamilton-Larimer  
Carver St.  
Building 2, 3, 5, 6

**Date Received:** 9/6/2019

**Date Completed:** 9/10/2019

**Date Reported:** 9/11/2019

**Analyst:** Dan Anderson

**Work Order:** 1909158

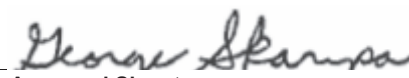
**Page:** 1 of 1

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
0110061301	001A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass
0110061302	002A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass
0110051201	003A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass
0110051202	004A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass
0110031101	005A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass
0110031102	006A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass
0110021301	007A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass
0110021302	008A	(1) Black, Shingle, Homogeneous (2) Black, Tar Paper, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Fibrous Glass 15% Fibrous Glass

**Report Notes:** (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220  
Attn: Will Nicastro

Project ID: 08162634-51  
HAPC Hamilton-Larimer  
Prefix: 011002-

Date Received: 8/9/2019

Date Completed: 8/16/2019

Date Reported: 8/16/2019

Analyst: Dan Anderson

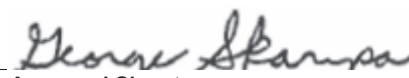
Work Order: 1908224

Page: 1 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-01	001A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
01-02	002A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-01	003A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-02	004A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-01	005A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-02	006A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

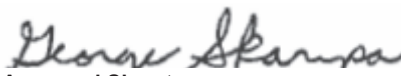
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
04-01	007A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-02	008A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-03	009A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-04	010A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-05	011A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-06	012A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-07	013A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-01	014A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-02	015A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-01	016A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber

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Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Analyst:

Dan Anderson

Work Order:

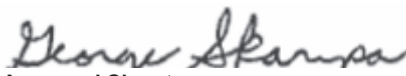
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Page: 3 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
06-02	017A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber
07-01	018A	(1) Green, Floor Tile, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-02	019A	(1) Green, Floor Tile, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-01	020A	(1) Gray, Drywall, Homogeneous (2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Cellulose Fiber None Reported
08-02	021A	(1) Gray, Drywall, Homogeneous (2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Cellulose Fiber None Reported
08-03	022A	(1) Gray, Drywall, Homogeneous (2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Cellulose Fiber None Reported
09-01	023A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-02	024A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-01	025A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

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Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Analyst: Dan Anderson

Work Order: 1908224

Page: 4 of 4

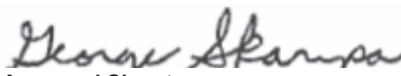
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
10-02	026A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-01	027A	(1) Black, Floor Tile, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-02	028A	(1) Black, Floor Tile, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
12-01	029A	(1) Brown, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported
12-02	030A	(1) Brown, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported

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Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa



## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220  
Attn: Will Nicastro

Project ID: 08162634-51  
HAPC Hamilton-Larimer  
Prefix: 011003-

Date Received: 8/9/2019

Date Completed: 8/16/2019

Date Reported: 8/16/2019

Analyst: Lori Huss

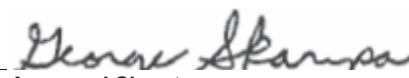
Work Order: 1908223

Page: 1 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-01	001A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
01-02	002A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-01	003A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-02	004A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-01	005A	(1) Brown, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-02	006A	(1) Brown, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

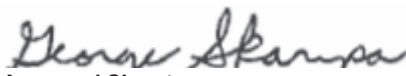
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
04-01	007A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-02	008A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-01	009A	(1) Tan, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-02	010A	(1) Tan, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-01	011A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-02	012A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-01	013A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-02	014A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-01	015A	(1) White, Joint Compound, Homogeneous <i>No Drywall</i> (2) White, Plaster, Homogeneous (3) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED  NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported  None Reported 2% Hair

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Analyst:

Dan Anderson

Work Order:

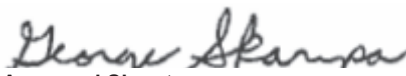
1908223

Page: 3 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
08-02	016A	(1) Gray, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED	15% Cellulose Fiber
		(2) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	2% Hair
08-03	017A	(1) Gray, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED	15% Cellulose Fiber
		(2) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	2% Hair
08-04	018A	(1) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	2% Hair
08-05	019A	(1) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	2% Hair
08-06	020A	(1) White, Texture, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	2% Hair
08-07	021A	(1) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	2% Hair
09-01	022A	(1) White, Flooring, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
09-02	023A	(1) White, Flooring, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Analyst: Dan Anderson

Work Order: 1908223

Page: 4 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
10-01	024A	(1) Brown, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
10-02	025A	(1) Brown, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported

---

Report Notes: (PT) Point Count Results

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Respectfully submitted,  
PSI, Inc.



Approved Signatory  
George Skarupa

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220  
Attn: Will Nicastro

Project ID: 08162634-51  
HAPC Hamilton-Larimer  
Prefix: 011004-

Date Received: 8/9/2019

Date Completed: 8/16/2019

Date Reported: 8/16/2019

Analyst: Lori Huss

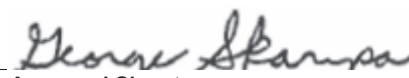
Work Order: 1908222

Page: 1 of 5

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-01	001A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
01-02	002A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-01	003A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-02	004A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-01	005A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-02	006A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

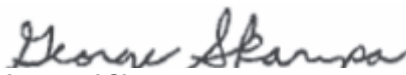
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
04-01	007A	(1) Gray, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED	15% Cellulose Fiber
		(2) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
04-02	008A	(1) White, Joint Compound, Homogeneous <i>No Drywall</i>	NO ASBESTOS DETECTED	None Reported
		(2) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
04-03	009A	(1) Gray, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED	15% Cellulose Fiber
		(2) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(3) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
05-01	010A	(1) Tan, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
05-02	011A	(1) Tan, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
06-01	012A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
06-02	013A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) White, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported

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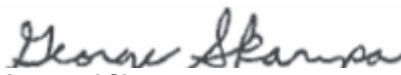
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
07-01	014A	(1) Tan, Flooring, Homogeneous (2) Gray, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-02	015A	(1) Tan, Flooring, Homogeneous (2) Gray, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-01	016A	(1) Black, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-02	017A	(1) Black, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-01	018A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-02	019A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-01	020A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-02	021A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-01	022A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

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PSI, Inc.

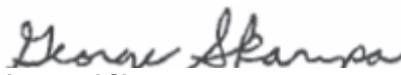
  
Approved Signatory  
George Skarupa



Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
11-02	023A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-03	024A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-04	025A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-05	026A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-06	027A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-07	028A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
12-01	029A	(1) Red, Shingle, Homogeneous (2) Black, Shingle, Homogeneous (3) Black, Vapor Barrier, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Fibrous Glass 10% Fibrous Glass 95% Cellulose Fiber
12-02	030A	(1) Red, Shingle, Homogeneous (2) Black, Shingle, Homogeneous (3) Black, Vapor Barrier, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Fibrous Glass 10% Fibrous Glass 95% Cellulose Fiber
13-01	031A	(1) Brown, Other, Homogeneous <i>Laminate Board</i> (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED  NO ASBESTOS DETECTED	None Reported  None Reported

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Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa



Analyst: Lori Huss

Work Order: 1908222

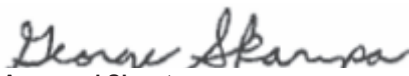
Page: 5 of 5

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
13-02	032A	(1) Brown, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported
		(2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220  
Attn: Will Nicastro

Project ID: 08162634-51  
HAPC Hamilton-Larimer  
Prefix: 011005-

Date Received: 8/9/2019

Date Completed: 8/15/2019

Date Reported: 8/15/2019

Analyst: Dan Anderson

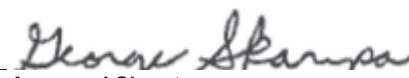
Work Order: 1908221

Page: 1 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-01	001A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
01-02	002A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-01	003A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-02	004A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-01	005A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-02	006A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

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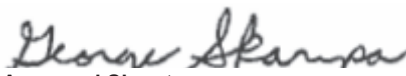
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
04-01	007A	(1) Gray, Drywall, Homogeneous (2) White, Plaster, Homogeneous (3) Gray, Plaster, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Cellulose Fiber None Reported None Reported
04-02	008A	(1) Gray, Drywall, Homogeneous (2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Cellulose Fiber None Reported
04-03	009A	(1) White, Joint Compound, Homogeneous (2) Gray, Plaster, Homogeneous <i>No Drywall</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-01	010A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-02	011A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-01	012A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber
06-02	013A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber
07-01	014A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

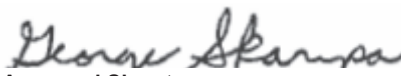
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
07-02	015A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-01	016A	(1) Tan, Other, Homogeneous <i>Floor Tread</i> (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-02	017A	(1) Tan, Other, Homogeneous <i>Floor Tread</i> (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-01	018A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-02	019A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-01	020A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-02	021A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-03	022A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

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Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

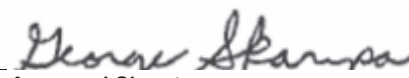
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
10-04	023A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-05	024A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-06	025A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-07	026A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-01	027A	(1) Brown, Other, Homogeneous <i>Laminate</i>	NO ASBESTOS DETECTED	None Reported
11-02	028A	(1) Brown, Other, Homogeneous <i>Laminate</i>	NO ASBESTOS DETECTED	None Reported

---

**Report Notes: (PT) Point Count Results**

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220  
Attn: Will Nicastro

Project ID: 08162634-51  
HAPC Hamilton-Larimer  
Prefix: 011006-

Date Received: 8/9/2019

Date Completed: 8/15/2019

Date Reported: 8/15/2019

Analyst: Dan Anderson

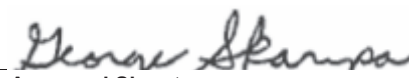
Work Order: 1908220

Page: 1 of 4

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-01	001A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
01-02	002A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-01	003A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-02	004A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-01	005A	(1) Tan, Floor Tile, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-02	006A	(1) Tan, Floor Tile, Homogeneous (2) Transparent, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

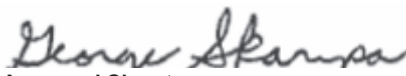
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
04-01	007A	(1) Gray, Drywall, Homogeneous (2) White, Joint Compound, Homogeneous (3) White, Plaster, Homogeneous (4) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Cellulose Fiber None Reported None Reported None Reported
04-02	008A	(1) White, Joint Compound, Homogeneous (2) White, Plaster, Homogeneous (3) Gray, Plaster, Homogeneous <i>No Drywall</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported None Reported
04-03	009A	(1) Gray, Drywall, Homogeneous (2) White, Plaster, Homogeneous (3) Gray, Plaster, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED NO ASBESTOS DETECTED NO ASBESTOS DETECTED	10% Cellulose Fiber None Reported None Reported
05-01	010A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-02	011A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-01	012A	(1) Black, Other, Homogeneous <i>Floor Tread</i> (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

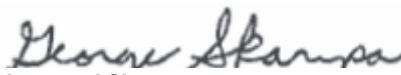
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
06-02	013A	(1) Black, Other, Homogeneous <i>Floor Tread</i>	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
07-01	014A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber
07-02	015A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber
08-01	016A	(1) White, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
08-02	017A	(1) White, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
09-01	018A	(1) Brown, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Transparent, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
09-02	019A	(1) Brown, Floor Tile, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Transparent, Glue, Homogeneous	NO ASBESTOS DETECTED	None Reported
10-01	020A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber
10-02	021A	(1) Gray, Flooring, Homogeneous	NO ASBESTOS DETECTED	20% Cellulose Fiber
11-01	022A	(1) White, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED	None Reported

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Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

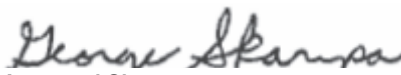


Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
11-02	023A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-03	024A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-04	025A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-05	026A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-06	027A 028A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
11-07	028A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
12-01	029A	(1) White, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported
12-02	030A	(1) White, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported

**Report Notes: (PT) Point Count Results**

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc.  
850 Poplar Street  
Pittsburgh, PA 15220  
Attn: Will Nicastro

Project ID: 08162634-51  
HAPC Hamilton-Larimer  
Prefix: 01107-

Date Received: 8/9/2019

Date Completed: 8/15/2019

Date Reported: 8/15/2019

Analyst: Chris Kopar

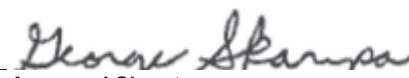
Work Order: 1908219

Page: 1 of 5

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-01	001A	(1) Tan, Floor Tile, Homogeneous <i>Insufficient Mastic</i>	NO ASBESTOS DETECTED	None Reported
01-02	002A	(1) Tan, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-01	003A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-02	004A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-01	005A	(1) Tan, Floor Tile, Homogeneous <i>No Mastic</i>	NO ASBESTOS DETECTED	None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

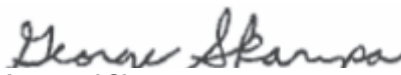
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
03-02	006A	(1) Tan, Floor Tile, Homogeneous <i>No Mastic</i>	NO ASBESTOS DETECTED	None Reported
04-01	007A	(1) Beige, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-02	008A	(1) Beige, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-01	009A	(1) Gray, Drywall, Homogeneous  (2) White, Joint Compound, Homogeneous	NO ASBESTOS DETECTED  NO ASBESTOS DETECTED	2% Fibrous Glass 20% Cellulose Fiber  None Reported
05-02	010A	(1) White, Drywall, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED	25% Cellulose Fiber
05-03	011A	(1) Gray, Drywall, Homogeneous  (2) White, Plaster, Homogeneous <i>No Joint Compound</i>	NO ASBESTOS DETECTED  NO ASBESTOS DETECTED	2% Fibrous Glass 15% Cellulose Fiber  None Reported
06-01	012A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-02	013A	(1) Black, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

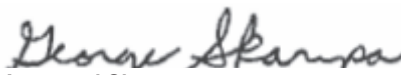
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
07-01	014A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-02	015A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-01	016A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-02	017A	(1) Black, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-01	018A	(1) Brown, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-02	019A	(1) Brown, Stair Tread, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-01	020A	(1) Tan, Stair Tread, Homogeneous	NO ASBESTOS DETECTED	None Reported
10-02	021A	(1) Tan, Stair Tread, Homogeneous	NO ASBESTOS DETECTED	None Reported
11-01	022A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported 2% Hair 15% Cellulose Fiber

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

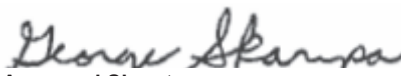
Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
11-02	023A	(1) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b>	2% Hair 15% Cellulose Fiber
11-03	024A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b> <b>NO ASBESTOS DETECTED</b>	None Reported 2% Hair
11-04	025A	(1) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b>	2% Fibrous Glass 20% Cellulose Fiber
11-05	026A	(1) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b>	2% Fibrous Glass 5% Cellulose Fiber
11-06	027A	(1) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b>	2% Fibrous Glass
11-07	028A	(1) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b>	2% Hair 15% Cellulose Fiber
12-01	029A	(1) Brown, Shingle, Homogeneous (2) Black, Shingle, Homogeneous (3) Black, Vapor Barrier, Homogeneous	<b>NO ASBESTOS DETECTED</b> <b>NO ASBESTOS DETECTED</b> <b>NO ASBESTOS DETECTED</b>	20% Fibrous Glass 20% Fibrous Glass 80% Cellulose Fiber
12-02	030A	(1) Brown, Shingle, Homogeneous (2) Black, Shingle, Homogeneous (3) Black, Vapor Barrier, Homogeneous	<b>NO ASBESTOS DETECTED</b> <b>NO ASBESTOS DETECTED</b> <b>NO ASBESTOS DETECTED</b>	20% Fibrous Glass 20% Fibrous Glass 80% Cellulose Fiber
13-01	031A	(1) Brown, Other, Homogeneous <i>Laminate Board</i>	<b>NO ASBESTOS DETECTED</b>	None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

Analyst: Dan Anderson

Work Order: 1908219

Page: 5 of 5

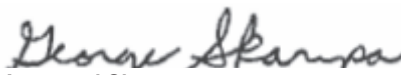
Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
13-02	032A	(1) Brown, Other, Homogeneous <i>Laminate Board</i>	NO ASBESTOS DETECTED	None Reported
14-01	033A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported
14-02	034A	(1) Gray, Caulking, Homogeneous	NO ASBESTOS DETECTED	None Reported

---

**Report Notes:** (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa

## **APPENDIX B – ASBESTOS BULK SAMPLE LOG/CHAIN OF CUSTODY**



1909/58(3)

intertek  
ps

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@psiusa.com

Laboratory Use Only	Y	N
All Samples In Acceptable Condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:		
Shipping Charges Apply:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Special Instructions / Comments:		
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[REDACTED] 08/62634-51  
 Project Number  
 [REDACTED] HARL Hamilton Larimer  
 Project Name  
 J Jacob  
 Inspector

09-05-19  
Date  
Hammilton - Loximer, Carver St  
Building Name  
059419  
Inspector License #

Sampled By: J. Jacobs

Relinquish Signature: [Signature] CHAIN OF CUSTODY

Signature of Recipient: [Signature] BN

Date: 04-05-19  
Date: 09-05-19  
Date: 9/6/19 9a

 **Dispose**

1909158

Project Name: HAPC Hamilton-Larimer

Date: 9-5-19

Project Location: Carver street

Project Number: 08162634-51

Building: 2, 3, 5, 6

HA#	Material Description	Material Location(s)	Quantity
011006-13-01	Shingle over Tar Paper	Bldg 6 Roof	
011006-13-02	"	"	
011005-12-01	"	Bldg 5 Roof	
011005-12-02	"	"	
011003-11-01	"	Bldg 3 Roof	
011003-11-02	"	"	
011002-13-01	"	Bldg 2 Roof	
011002-13-02	"	"	

SW 9/6/1990

## CHAIN OF CUSTODY - ASB/LEAD/IH

1908224(4)

Project Information	
Project Name:	HAPC Hamilton Larimer
Project No:	0816 2634-51
PO Number:	
Sample Date:	08-07-19

**psi** Information  
To Build On  
Engineering • Consulting • Testing

IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Send Results To:	
Company:	PSI
Attn:	Will Nicastro, Eric Oldroyd, Jon Jacobs
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001 x272
Email:	william.nicastro@psiusa.com

Send Invoice To:	
Company:	Same
Attn:	
Address:	
Telephone:	
Email:	

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Parameter																									
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
011002-01-(01-02)	2	X																							
011002-02-(01-02)	2	X																							
011002-03-(01-02)	2	X																							
011002-04-(01-07)	2	X																							
011002-05-(01-02)	2	X																							
011002-06-(01-02)	2	X																							
011002-07-(01-02)	2	X																							

Relinquished by	Date/Time	Received by	Date/Time
J Jacobs	08-08-19	Iskhan 08/19 9:00am	

Analyst Name:	Analyst Signature:
---------------	--------------------

Special Instructions / Comments:
----------------------------------

## CHAIN OF CUSTODY - ASB/LEAD/IH

1908224

Project Information	
Project Name:	HAPL Hamilton - Larimer
Project No:	6816 21634-51
PO Number:	
Sample Date:	68-67-69

**psi** Information  
To Build On  
Engineering • Consulting • Testing

IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Send Results To:	
Company:	PSI
Attn:	Will Nicastro, Eric Aldridge, Jon Jacobs
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001 x272
Email:	william.nicastro@psiusa.com

Send Invoice To:	
Company:	Same
Attn:	
Address:	
Telephone:	
Email:	

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Parameter																									
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:
011602-08-(01-02)	3	X																							
011602-09-(01-02)	2	X																							
011602-10-(01-02)	2	X																							
011602-11-(01-02)	2	X																							
011602-12-(01-02)	2	X																							

Relinquished by	Date/Time	Received by	Date/Time
J Jacobs	08-08-19	PU 8/9/19 9:20 AM	

Analyst Name:		Analyst Signature:	
---------------	--	--------------------	--

Special Instructions / Comments:	
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#	-1,2...	Material Description	Sample Location(s)
01	1	12x12 Tan Mottled FT + Yellow Mastic	Dining Rm
	2		Kitchen
02	1	4" Tan Cove Base + Mastic	Kitchen
	2		Living room
03	1	12x12 Tan Speckled FT + Mastic	Living RM
	2		2nd Fl bedroom
04	1	Plaster	Dining Rm
	2		Living room
	3		<del>Bedroom</del> Kitchen
	4		Stairwell
	5		Upstairs bedroom
	6		Bedroom closet
	7		
05	1	Black stair tread	Basement Stairs
	2		
06	1	Sheet Flooring	2nd Fl bathroom
	2		
07	1	Self stick green / black	First floor entryway
	2		
08	1	Drywall	Dining Rm
	2		
	3		
09	1	12x12 White Mottled FT + Mastic	Basement Bathroom
	2		
10	1	4" Black Cove Base + Yellow Mastic	2nd Fl bedroom

08/09/19 9:00 AM

Project Name: HAPC Hamilton-Larimer

Date: 08-07-19

Location: 011 002

9/9/19 9:00m



1908 223

intertek  
ps

**IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425**

<b>Send Invoice To:</b>	
<b>Company:</b>	Same
<b>Attn:</b>	William Nicastro
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	william.nicastro@psiusa.com

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input checked="" type="checkbox"/>

[illegible]

Relinquished by	Date/Time	Received by	Date/Time
J Jacob	08-08-19	AL B/9/19	9:00am

Analyst Name:		Analyst Signature:
---------------	--	--------------------

**Special Instructions/Comments:**



1908 223 (3)

intertek  
psi

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@psiusa.com

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>Special Instructions / Comments:</b>	
---	--



Project Name: HAPC Hamilton-Larimer

Date: 08-07-19

Location: 011003

#	-1,2...	Material Description	Sample Location(s)
01	1	12x12 Tan Mottled FT w/ yellow Mastic	Dining Rm
	2		Living Room
02	1	4" Tan Cove Base + yellow Mastic	Dining Room
	2		Family Rm
03	1	12x12 Brown Mottled FT + Mastic	Dining Rm
	2		2nd Fl Bedroom
04	1	Black Stair Tread	Basement Stairs
	2		1
05	1	Tan Stair Tread	1st Fl Stairs
	2		1
06	1	2x12 White Mottled FT	Basement Bathroom
	2	w/ Yellow Mastic	" "
07	1	4" Black Cove Base	Basement Bathroom
	2		" "
08	1	Dry Wall + Joint Compound	2nd Fl Bedroom
	2		1st Fl Bedroom
	3		Dining Room
09	1	White + Black Checkerboard Vinyl Fl	Basement → 1st Fl landing
	2		1
08	4	Plaster	1st Fl stairs
	5		Kitchen
	6		Kitchen
	7		2nd Fl Bedroom
10	1	Laminator Brand, Brown	6246 Kitchen
	2		

8/9/19 9:00am



## CHAIN OF CUSTODY - ASB/LEAD/IH

1908222(4)



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Project Information	
Project Name:	HAPC Hamilton-Larimer
Project No:	0816 2634-51
PO Number:	
Sample Date:	08-07-19

Send Results To:	
Company:	PSI
Attn:	William Nicastro, Eric Oldroyd, Jon Jacobs
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001
Email:	

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@psiusa.com

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only	
All Samples In Acceptable Condition:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Comments:	
Shipping Charges Apply:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Parameter																			
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V
011004-01-(01-02)	2	X																	
011004-02-(01-02)	2	X																	
011004-03-(01-02)	2	X																	
011004-04-(01-02)	3	X																	
011004-05-(01-02)	2	X																	
011004-06-(01-02)	2	X																	
011004-07-(01-02)	2	X																	

Relinquished by	Date/Time	Received by	Date/Time
J. Jacobs	08-08-19	[Signature]	8/9/19 9:00am

Analyst Name:	Analyst Signature:
---------------	--------------------

Special Instructions/Comments:
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## CHAIN OF CUSTODY - ASB/LEAD/IH

1908 222



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Project Information	
Project Name:	HAPC Hamilton-Leviner
Project No:	0816 2634-51
PO Number:	
Sample Date:	08-07-19

Send Results To:	
Company:	PSI
Attn:	William Nicastro, Eric Oldroyd, Jan Jacobs
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001
Email:	

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@psiusa.com

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		
All Samples in Acceptable Condition:	Y	N
Comments:		
Shipping Charges Apply:		

Parameter																			
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Eriable/NOB	NY TEM NOB	NY SOF-V
611664-08-(01-02)	2	X																	
611664-09-(01-02)	2	X																	
611664-10-(01-02)	2	X																	
611664-11-(01-02)	2	X																	
611664-12-(01-02)	2	X																	
611664-13-(01-02)	2	X																	

Relinquished by	Date/Time	Received by	Date/Time
J Jacobs	08-08-19	[Signature]	8/9/19 9:00 am

Analyst Name:	Analyst Signature:
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Special Instructions / Comments:
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#	-1,2...	Material Description	Sample Location(s)
01	1	12x12 Tan Speckled FT+yellow mastic	Kitchen
	2		2nd Fl Bedroom
02	1	4" Black Cove Base	Kitchen
	2		2nd Fl Bedroom
03	1	Black Stair Tread	Basement Stair
	2		First Floor Stairs
04	1	Dry Wall + Joint Compound	Kitchen
	2		1st Fl Bedroom
	3		2nd Fl Bedroom
05	1	White Mottled 12x12 FT	Basement Bathroom
	2	w/ Yellow Mastic	" "
06	1	<del>Black Floor Tread</del>	<del>Basement Stair</del> 1st Fl bathroom
	2	Sheet Flooring	1
07	1	Pebble Sheet Flooring	2nd Fl bathroom
	2		1
08	1	Black Rubber Flooring	Basement Stair top landing
	2		" "
09	1	12x12 Brown Mottled FT + Mastic	Patch in 1st Fl Bedroom
	2		Kitchen
10	1	4" Brown Cove Base	kitchen
	2		Living RM
11	1	Master	kitchen
	2		kitchen
	3		2nd Bedroom
	4		1st Fl bedroom

1st 8/6/19 9:00am

Project Name: HAPC Hamilton-Larimer

Date: 8-7-19

Location: 01/004

22 8/9/19 9:00am



## CHAIN OF CUSTODY - ASB/LEAD/IH

190822(4)



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Project Information	
Project Name:	HARC Hamilton-Leimer
Project No:	68162634-51
PO Number:	
Sample Date:	08-07-19

Send Results To:	
Company:	PSI
Attn:	William Nicastro, Eric Oldroyd, Jen Jacobs
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001
Email:	

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@psiusa.com

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only	
All Samples In Acceptable Condition:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Comments:	
Shipping Charges Apply:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Parameter																			
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TELP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V
011005-01-(01-02)	2	X																	
011005-02-(01-02)	2	X																	
011005-03-(01-02)	2	X																	
011005-04-(01-03)	3	X																	
011005-05-(01-02)	2	X																	
011005-06-(01-02)	2	X																	
011005-07-(01-02)	2	X																	

Relinquished by	Date/Time	Received by	Date/Time
J Jacobs	08-08-19	[Signature]	8/9/19 9:00am

Analyst Name:	Analyst Signature:
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Special Instructions/Comments:
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## CHAIN OF CUSTODY - ASB/LEAD/IH

1908221



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Project Information	
Project Name:	HAPC Ham 4th - Leiner
Project No:	08162634-51
PO Number:	
Sample Date:	08-07-19

Send Results To:	
Company:	PSI
Attn:	William Nicastro, Eric Oldroyd, Jan Jacoby
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001
Email:	

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@psiusa.com

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Parameter																			
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Filable/NOB	NY TEM NOB	NY SOF-V
011605-08-(01-02)	2	X																	
011605-09-(01-02)	2	X																	
011605-10-(01-02)	7	X																	
011605-11-(01-02)	2	X																	

Relinquished by	Date/Time	Received by	Date/Time
J Jacoby	08-08-19	HL 8/9/19 9:20 AM	

Analyst Name:	Analyst Signature:
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Special Instructions / Comments:
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1908221

Project Name: HAPC Hamilton-Larimer

Project #08162634-51

Date: 08-07-19

Location: 011005

#	-1,2...	Material Description	Sample Location(s)
01	1	12x12 Tan mottled FT + yellow mastic	hallway 1st Fl
	2		2nd Fl bedroom
02	1	4" Tan Cove Base + yellow mastic	Hallway 1st Fl
	2		2nd Fl bedroom
03	1	Black Stair Tread	1st Fl stairs
	2		Basement stairs
04	1	Drywall / Joint Compound	kitchen
	2		Basement Wall
	3		2nd Fl bedroom
05	01	12x12 White mottled	Basement Bathroom
	2	FT w/ Yellow Mastic	"
06	1	Pebble Sheet Floor	2nd Fl Bathroom
	2		1
07	1	4" Black Cove Base + yellow Mastic	Basement
	2		1
08	1	Tan Floor Tread	1st Fl Stairs
	2		1
09	1	12x12 Tan Speckled FT + yellow mastic	Hallway (2nd Fl)
	2		Bedroom (2nd Fl)
10	1	Plaster	living rm
	2		kitchen
	3		Dining room
	4		2nd Fl bedroom
	5		1st Fl bedroom
	6		2nd Fl bedroom

1

8/6/19 9:00am

Date: 08-07-19

Location: 011005

US 8/9/19 9:00m



# CHAIN OF CUSTODY - ASB/LEAD/IH

190822(4)

Project Information	
Project Name:	HAPC Hamilton-Leviner
Project No:	08162634-51
PO Number:	
Sample Date:	08-07-19



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Send Results To:	
Company:	PSI
Attn:	Will Nicastro Eric Olden, Jan Jacobs
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001 x272
Email:	william.nicastro@psiusa.com

Send Invoice To:	
Company:	Same
Attn:	
Address:	
Telephone:	
Email:	

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input checked="" type="checkbox"/>

Parameter																			
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V
011006-01-01-02	2	X																	
011006-02-01-02	2	X																	
011006-03-01-02	2	X																	
011006-04-01-02	3	X																	
011006-05-01-02	2	X																	
011006-06-01-02	2	X																	
011006-07-01-02	2	X																	

Relinquished by	Date/Time	Received by	Date/Time
J Jacobs	08-08-19	Jefferson	8/9/19 9:00am

Analyst Name:	Analyst Signature:
---------------	--------------------

Special Instructions / Comments:
----------------------------------

1908220

**psi** Information  
To Build On  
Engineering • Consulting • Testing

**IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425**

<b>Send Invoice To:</b>	
<b>Company:</b>	Same
<b>Attn:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

Stop at First Positive		
Y		N
<input type="checkbox"/>		<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input type="checkbox"/>

Relinquished by	Date/Time	Received by	Date/Time
J Jacobs		JS 8/6/19 9:00m	

Special Instructions / Comments:	
----------------------------------	--



Project Name: HAPC Hamilton-Larimer

Date: 08-07-19

Location: 011006

#	-1,2...	Material Description	Sample Location(s)
01	1	12x12 Tan mottled FT + yellow mastic	Kitchen
	2		Living Room
02	1	4" Tan Cove Base + Mastic	Kitchen
	2		Living Room
03	1	12x12 Tan Speckled FT + Mastic	2nd Fl bedroom
	2		2nd Fl hallway
04	1	Drywall / Joint Compound	Basement Stairs
	2		2nd Fl bedroom
	3		Living Room
05	1	4" Black Cove Base + yellow Mastic	2nd Fl bedroom
	2		2nd Fl hallway
06	1	Black Floor Tread	Basement Stairs
	2		1st Fl Stairs
07	1	Sheet Flooring	2nd Fl bathroom
	2		1
08	1	12x12 white Mottled FT + yellow mastic	Basement bathroom
	2		1
09	1	12x12 Brown/Black FT + Glue	Entrance
	2		Kitchen
10	1	<del>Sheet</del> Pebble Sheet Flooring	2nd Fl bathroom
	2		1
11	1	Plaster	Living Rm
	2		2nd Fl bedroom
	3		2nd Fl bedroom
	4		Kitchen

9/8 8/9/19 9:00 AM

Date: 08-07-19

Location: 011006

9/20/19 9:00am



## CHAIN OF CUSTODY - ASB/LEAD/IH

1908219(4)



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Project Information	
Project Name:	HAPC Hamilton - Lurimer
Project No:	08162634-51
PO Number:	
Sample Date:	08-07-19

Send Results To:	
Company:	PSI
Attn:	William Nicastro, Eric Oldroyd, Jon Jakub
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001
Email:	

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@psiusa.com

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only	
All Samples In Acceptable Condition:	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Comments:	
Shipping Charges Apply:	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Parameter																				
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF V	Total Nuisance Dust
01107-01-01-02	2	X																		
01107-02-01-02	2	X																		
01107-03-01-02	2	X																		
01107-04-01-02	2	X																		
01107-05-01-02	3	X																		
01107-06-01-02	2	X																		
01107-07-01-02	2	X																		

Relinquished by	Date/Time	Received by	Date/Time
J. Jakub	08-08-19	[Signature]	8/9/19 9:00 am

Analyst Name:	Analyst Signature:
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Special Instructions / Comments:
----------------------------------



## CHAIN OF CUSTODY - ASB/LEAD/IH

1908219



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Project Information	
Project Name:	HAPL Hamilton - Leiner
Project No:	08/16 263451
PO Number:	
Sample Date:	08-07-19

Send Results To:	
Company:	PSI
Attn:	William Nicastro, Eric Blaylock, John Jacobs
Address:	850 Poplar Street, Pittsburgh, PA 15220
Telephone:	412-922-4001
Email:	

Send Invoice To:	
Company:	Same
Attn:	William Nicastro
Address:	
Telephone:	
Email:	william.nicastro@pslusa.com

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples in Acceptable Condition:		<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input type="checkbox"/>

Parameter																			
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Frangible/NOB	NY TEM NOB	NY SOF V
011007-08-(01-02)	2	X																	
011007-09-(01-02)	2	X																	
011007-10-(01-02)	2	X																	
011007-11-(01-02)	7	X																	
011007-12-(01-02)	2	X																	
011007-13-(01-02)	2	X																	
011007-14-(01-02)	2	X																	

Relinquished by	Date/Time	Received by	Date/Time
J. Jacobs	08-08-19	JL 8/9/19 9:00 am	

Analyst Name:	Analyst Signature:
---------------	--------------------

Special Instructions / Comments:
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#	-1,2...	Material Description	Sample Location(s)
01	01	12x12 Tan mottled FT + Yellow mastic	Living Room
	02		kitchen
02	01	4" Tan Cove Base + Mastic	Living Room
	02		2nd Fl Bedroom
03	01	12x12 Tan speckled FT + Mastic	2nd Fl Bedroom
	02		1
04	01	Sheet Flooring	1st Fl Bathroom
	02		1
05	01	Drywall / Joint Compound	kitchen
	02		Living Room
	03		Bedroom
06	01	4" Black Cove Base + Yellow Mastic	Basement
	02		Basement
07	01	12x12 White mottled + Yellow Mastic	Basement Bathroom
	02		1
08	01	Black Stair Tread	Basement Stairs
	02		1
09	01	Dark Brown Stair Tread	1st Fl Stairs
	02		1
10	01	Tan Stair Tread	1st Fl Stairs
	02		1
11	01	Plaster	kitchen
	02		1st Fl bedroom
	03		2nd Fl bedroom
	04		kitchen

8/9/19 9:00am



Project Name: HAPC Hamilton-Larimer

Date: 08-07-19

Location: 011007

[illegible]

4/8/19 9:00 AM

## **APPENDIX C – SITE LAYOUT AND SAMPLE LOCATION DRAWING(S)**



## KEY

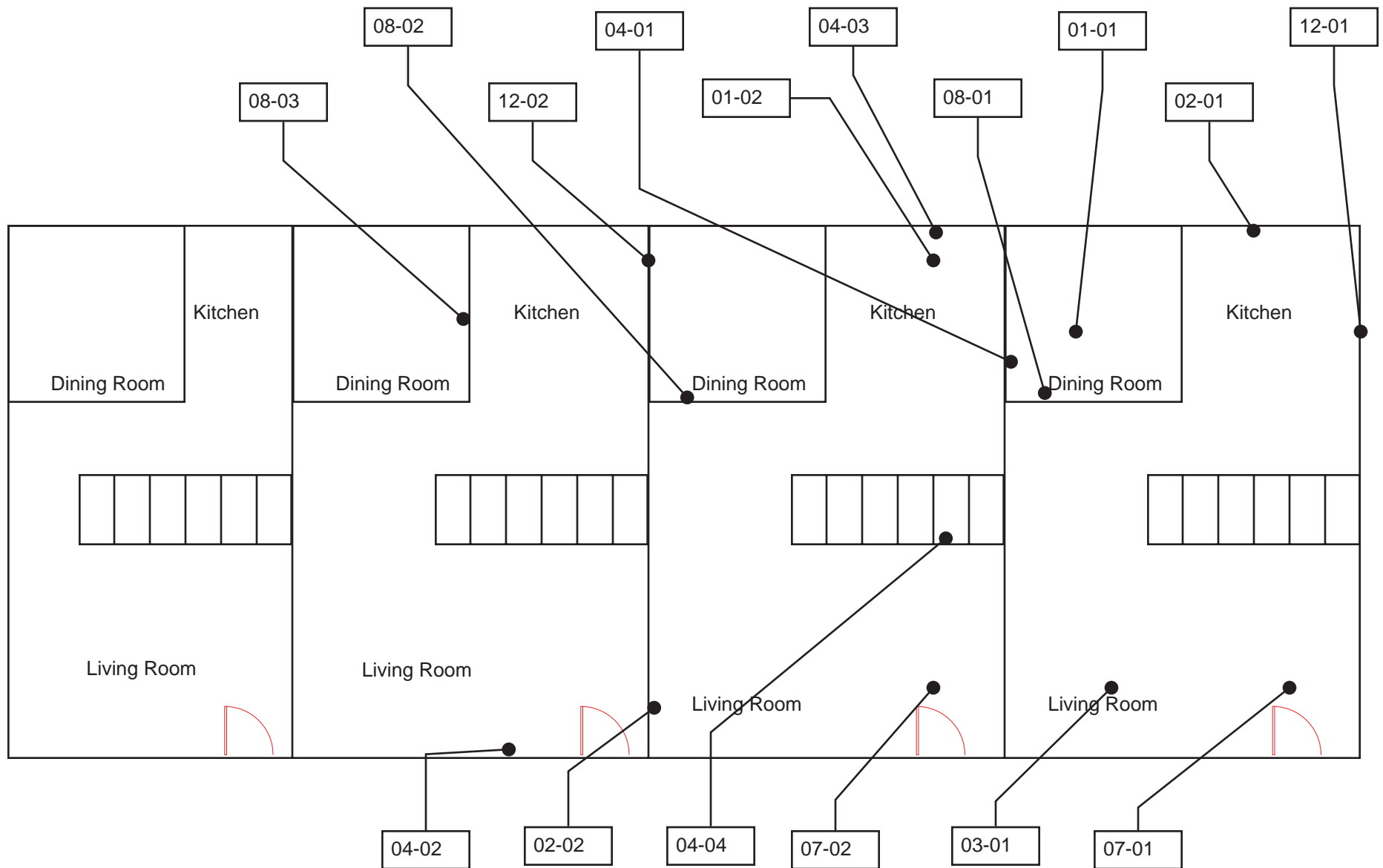
- Non-Asbestos Containing Material
- Asbestos Containing Material

## Roofing Sample Locations



SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011002 - 011007  
Roofs

DATE	09/05/2019	PROJ. NO.	08162634-51
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## KEY

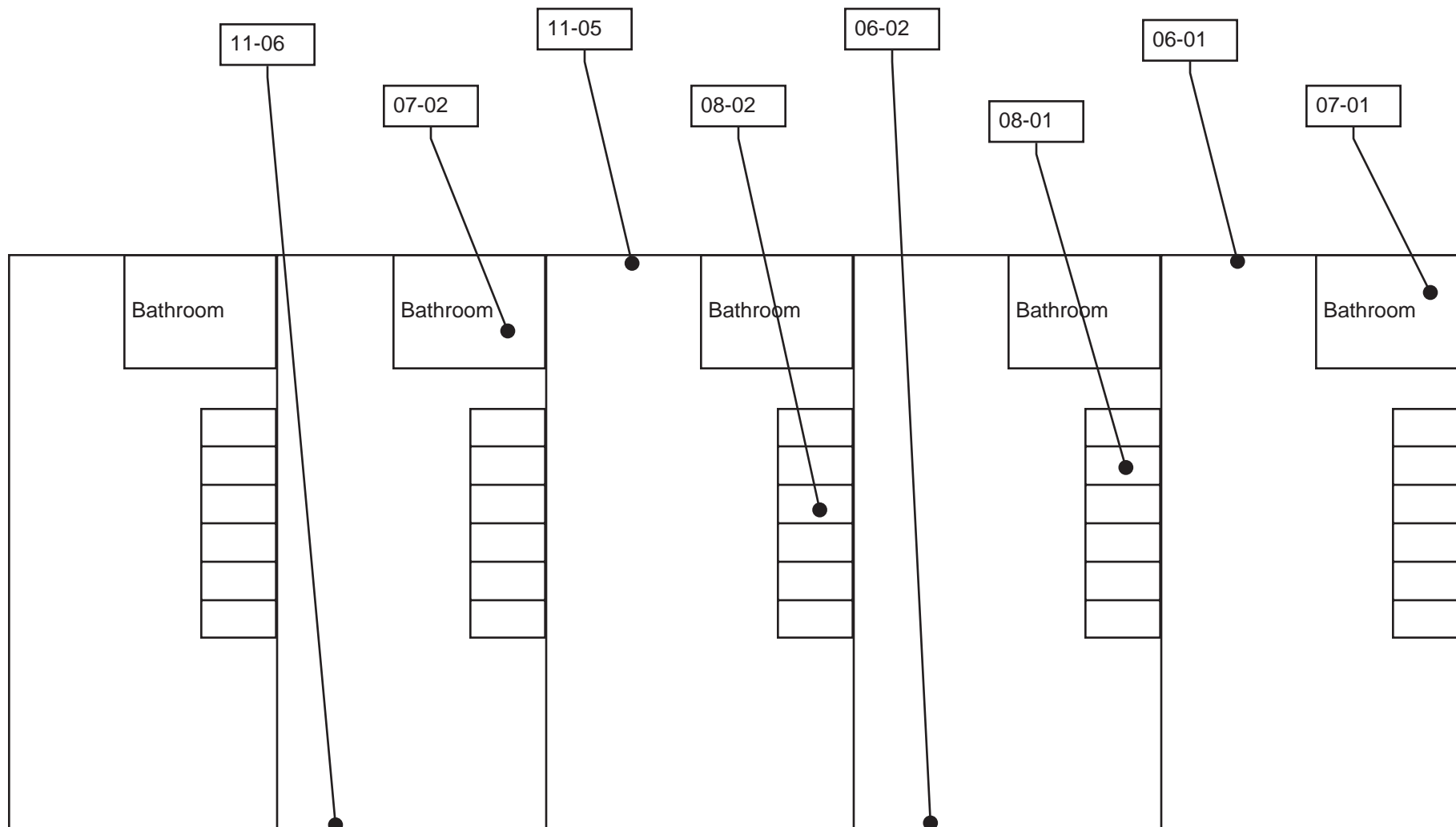
- Non-Asbestos Containing Material
- Asbestos Containing Material



SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011002  
1st Floor

DATE 08/07/2019	PROJ. NO. 08162634-51
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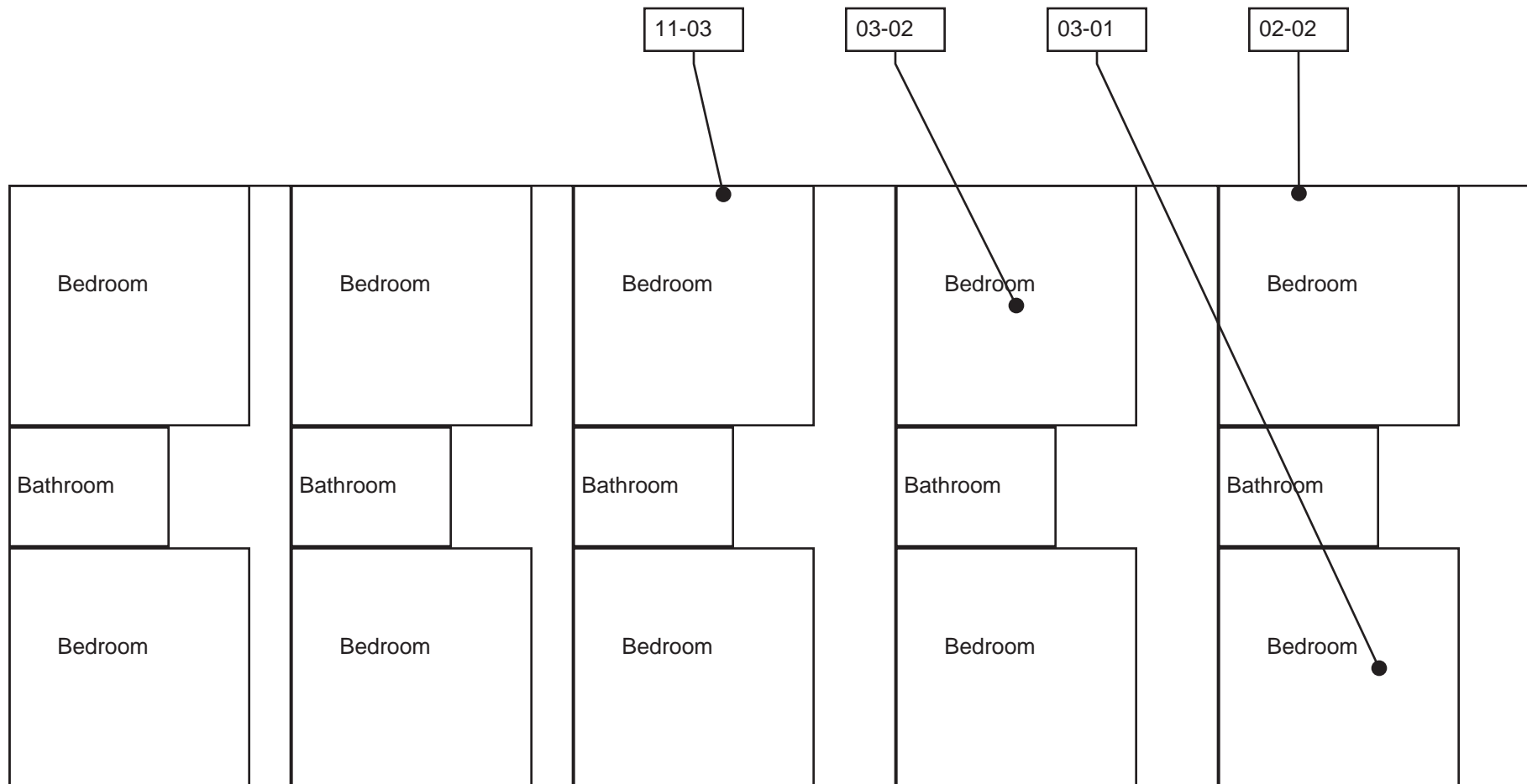
## KEY

- Non-Asbestos Containing Material
- Asbestos Containing Material



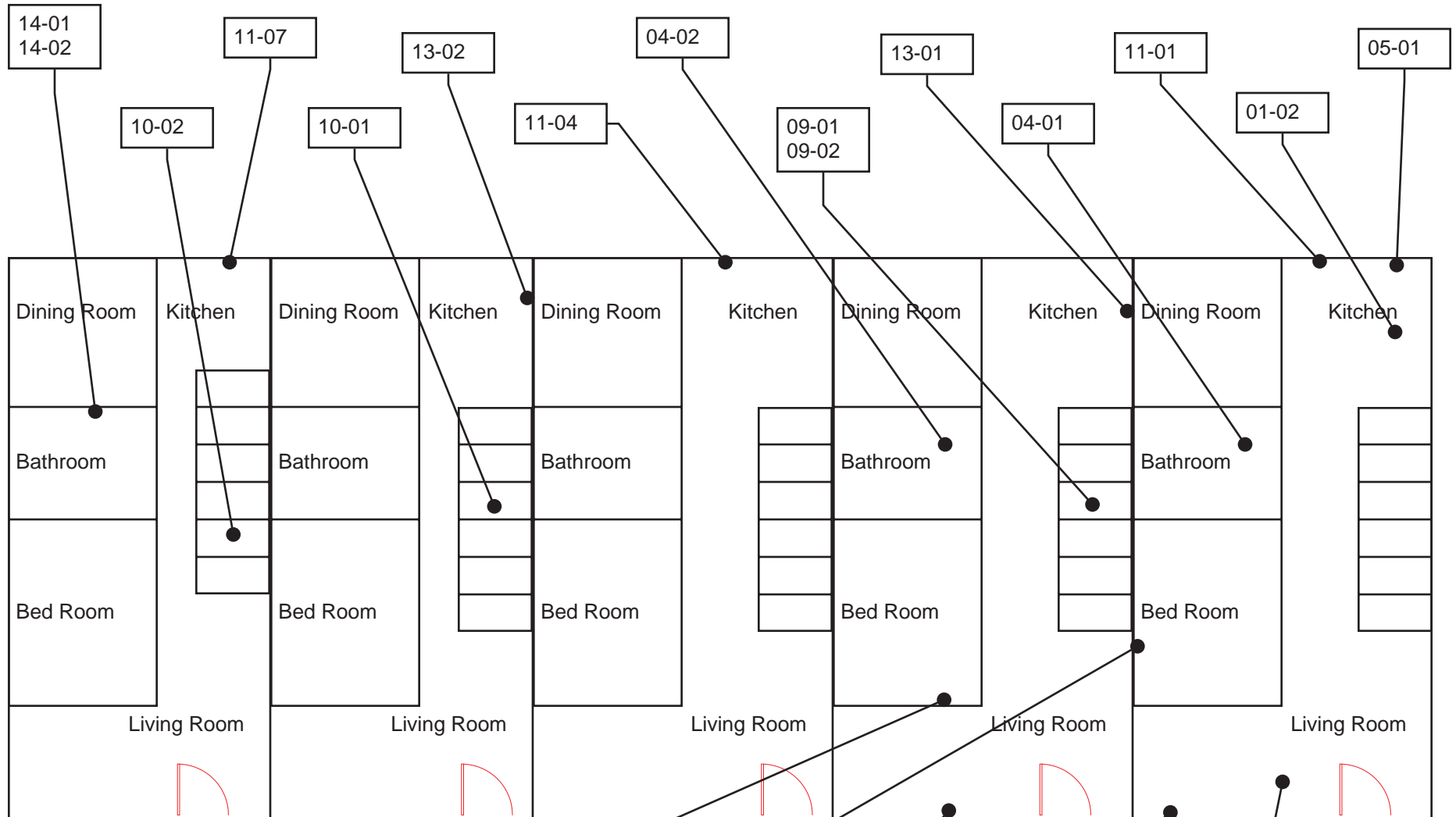
SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011007  
Basement

DATE	08/07/2019	PROJ. NO.	08162634-51
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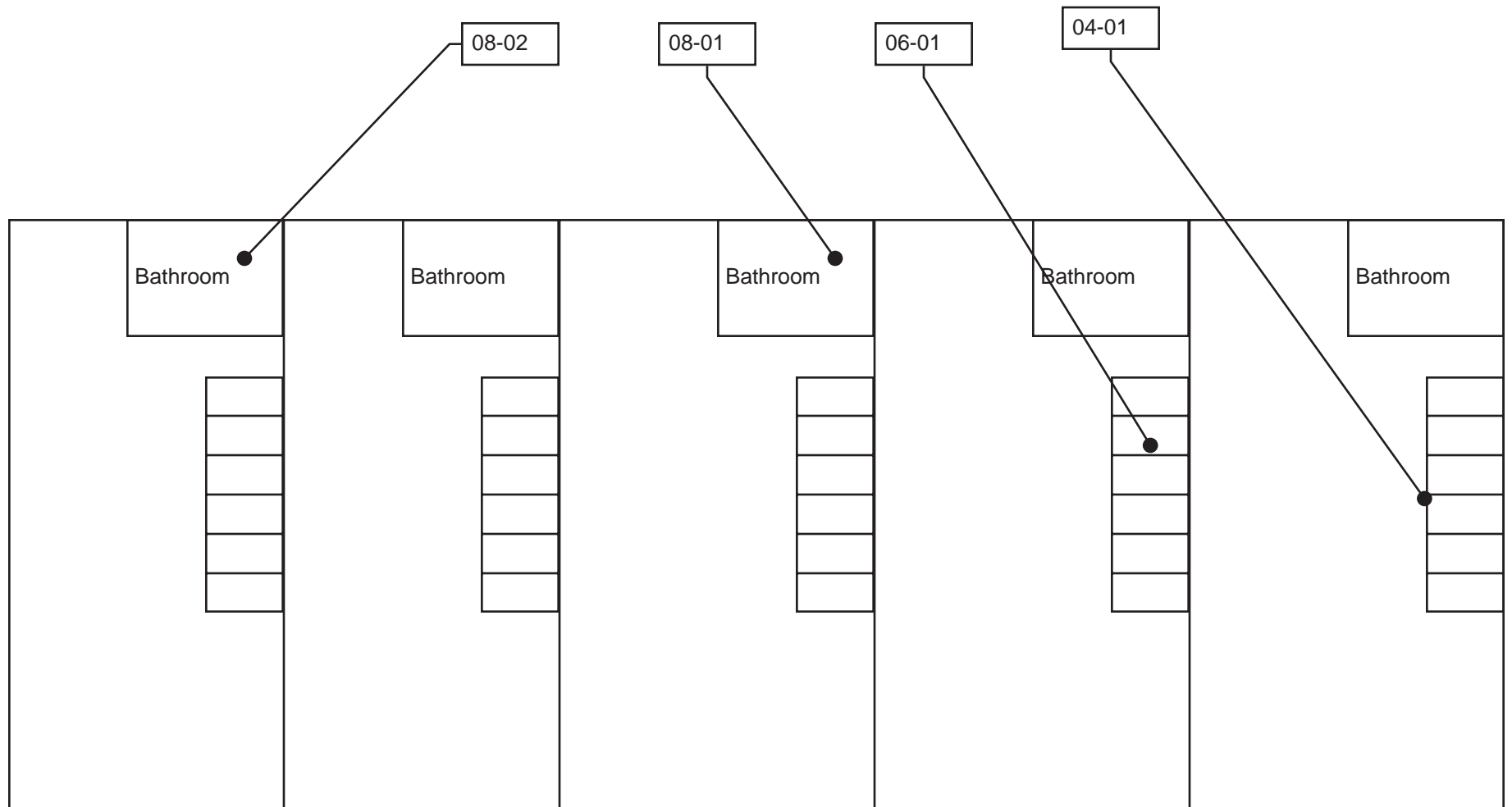
KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>		SAMPLE LOCATION MAP	
		Hamilton-Larimer Bldg 011007 2nd Floor	
DATE	08/07/2019	PROJ. NO.	08162634-51



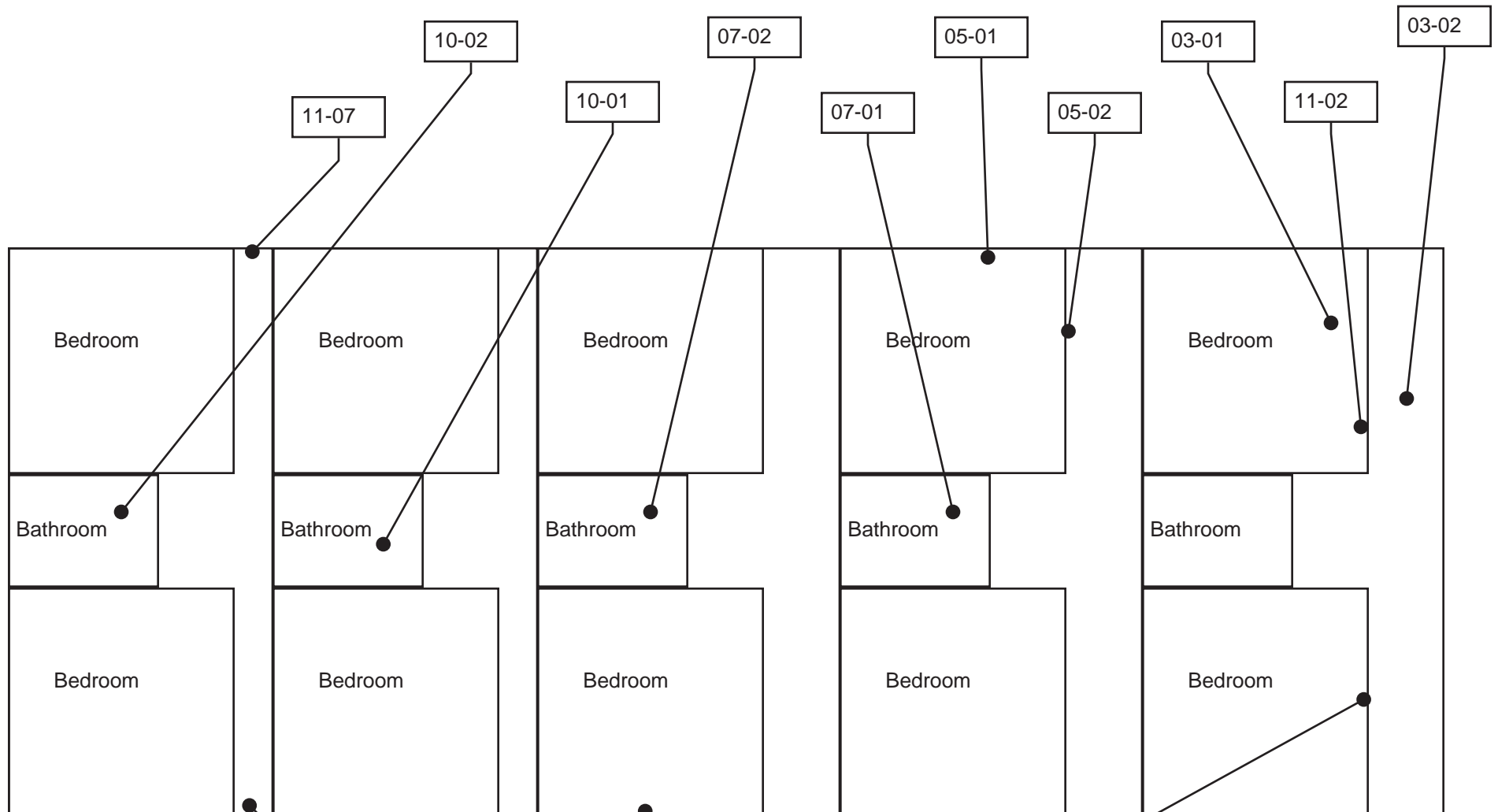
KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>		<b>SAMPLE LOCATION MAP</b> Hamilton-Larimer Bldg 011007 1st Floor	
DATE	08/07/2019	PROJ. NO.	08162634-51



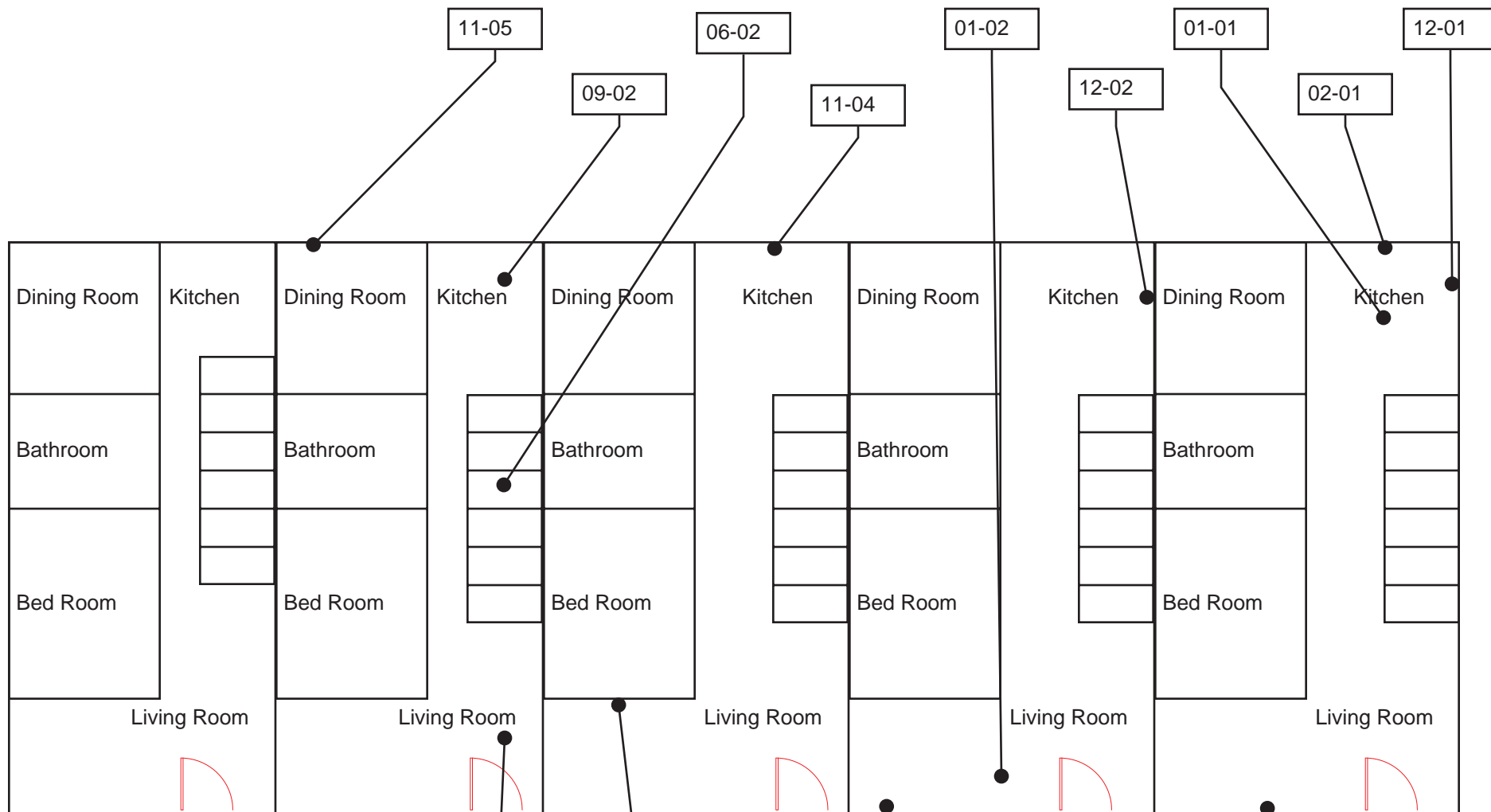
KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>		SAMPLE LOCATION MAP	
		Hamilton-Larimer Bldg 011006 Basement	
DATE	08/07/2019	PROJ. NO.	08162634-51



KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>		<b>SAMPLE LOCATION MAP</b> Hamilton-Larimer Bldg 011006 2nd Floor	
DATE	08/07/2019	PROJ. NO.	08162634-51



## KEY

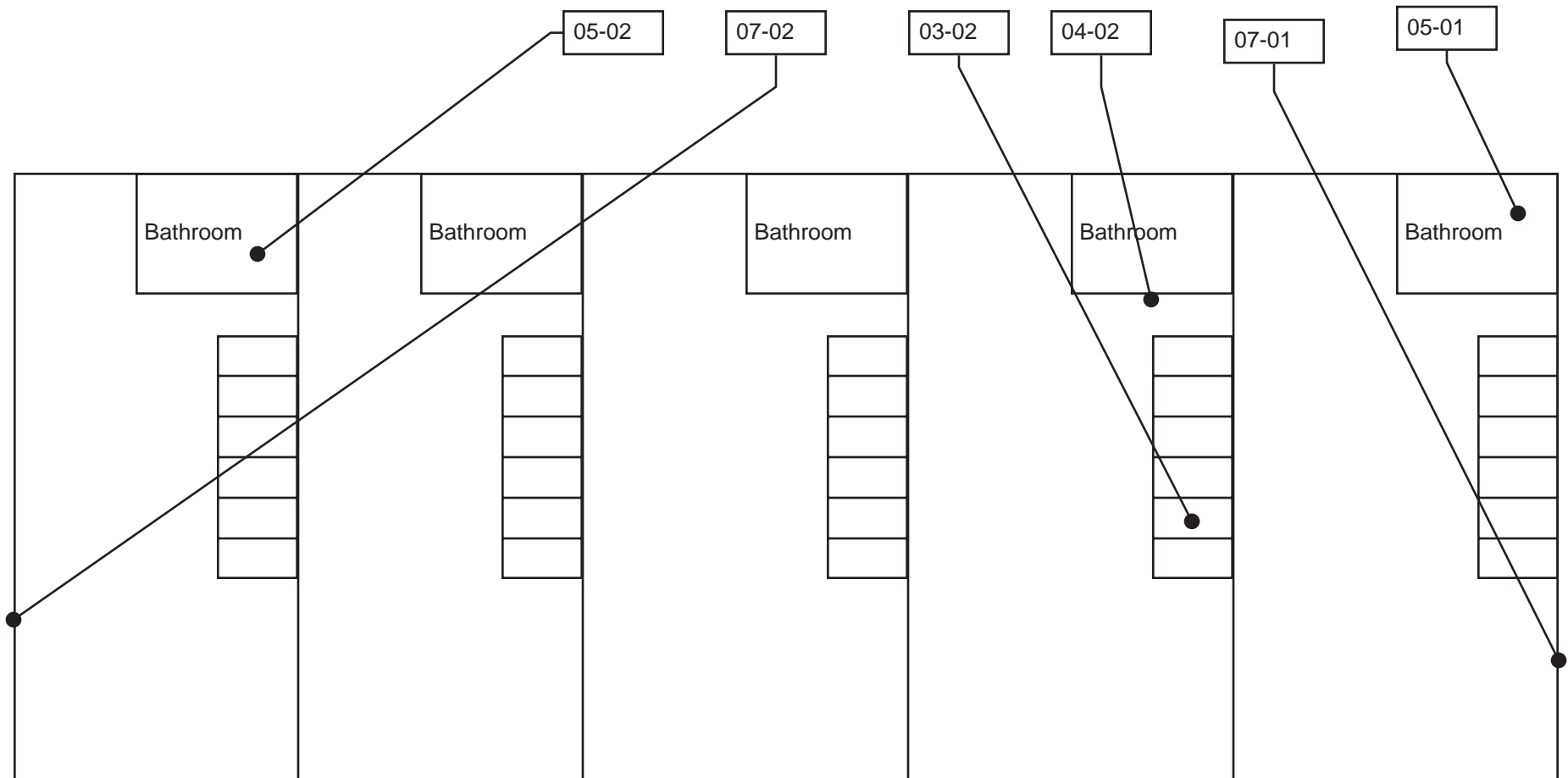
- Non-Asbestos Containing Material
- Asbestos Containing Material



SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011006  
1st Floor

DATE 08/07/2019	PROJ. NO. 08162634-51
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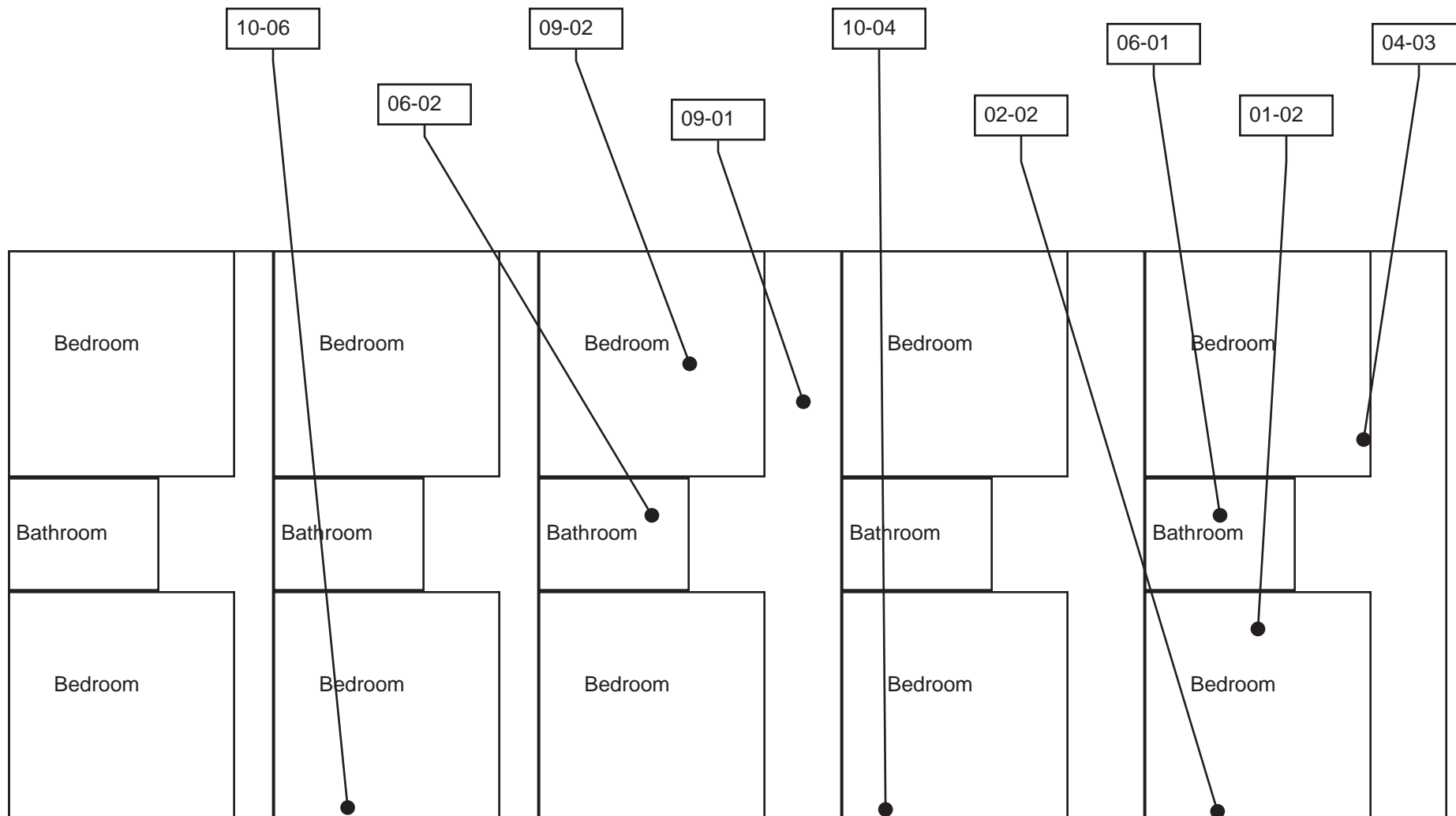
## KEY

- Non-Asbestos Containing Material
- Asbestos Containing Material



SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011005  
Basement

DATE 08/07/2019	PROJ. NO. 08162634-51
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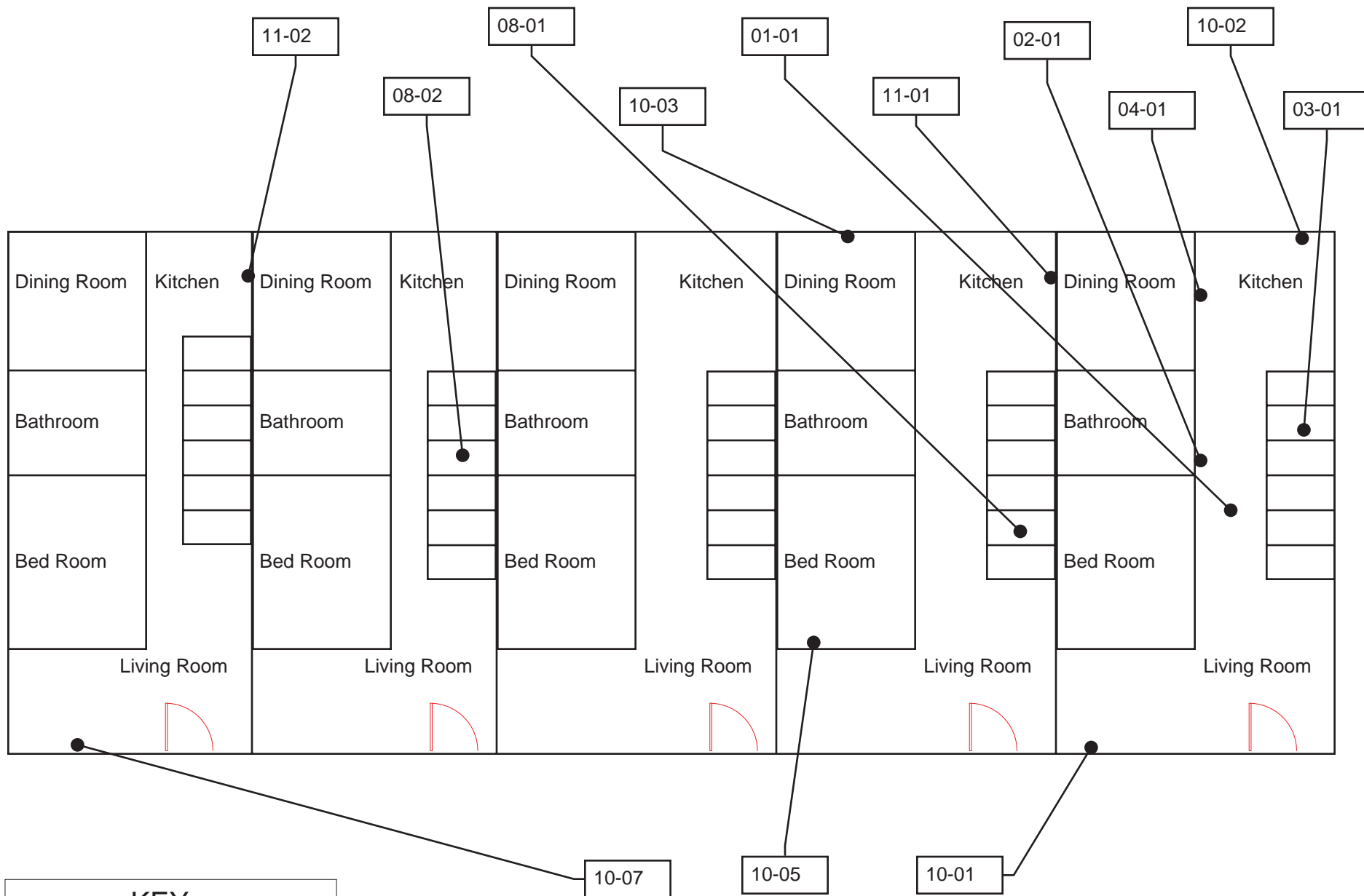
## KEY

- Non-Asbestos Containing Material
- Asbestos Containing Material



SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011005  
2nd Floor

DATE	08/07/2019	PROJ. NO.	08162634-51
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## KEY

- Non-Asbestos Containing Material
- Asbestos Containing Material



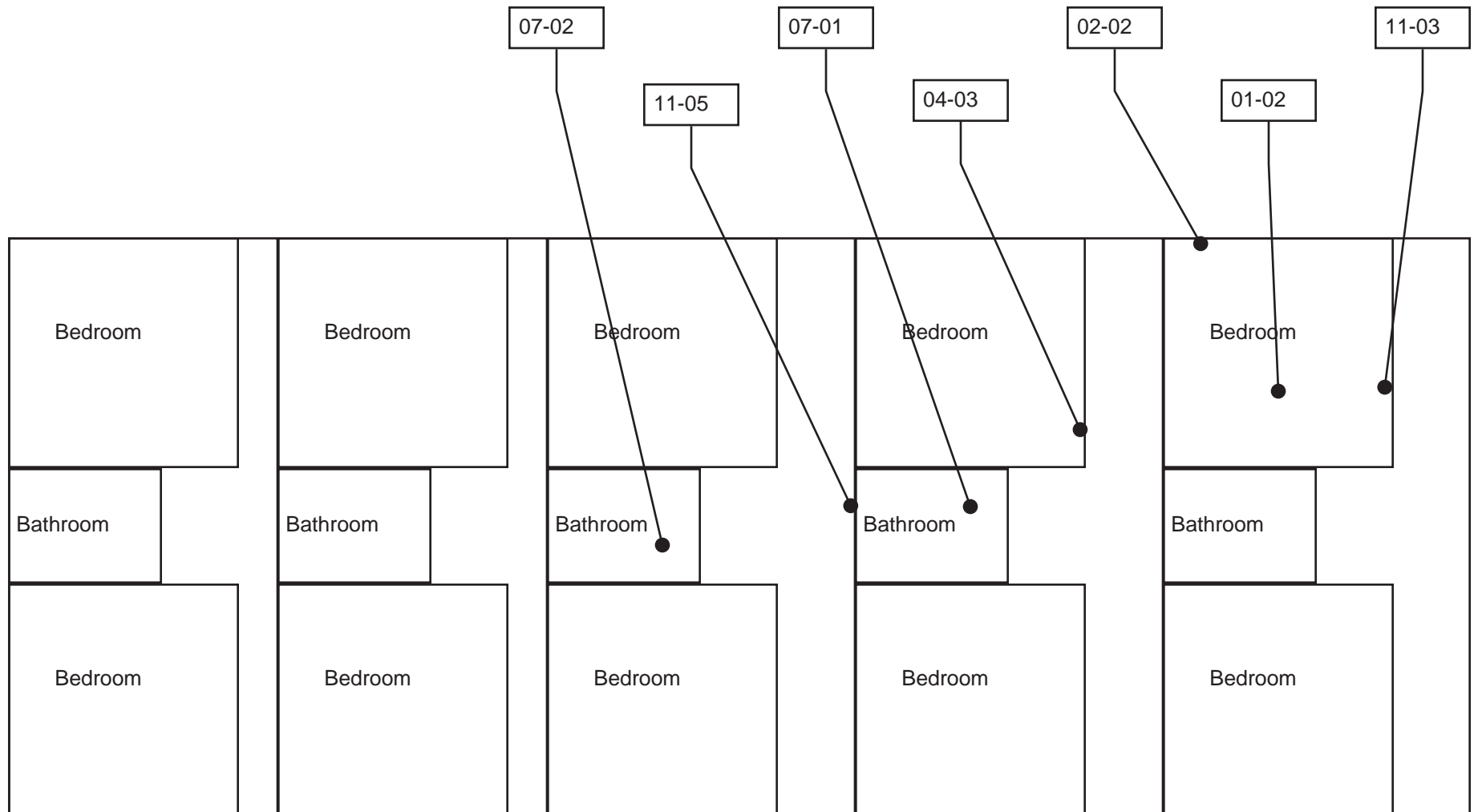
SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011005  
1st Floor

DATE	08/07/2019	PROJ. NO.	08162634-51
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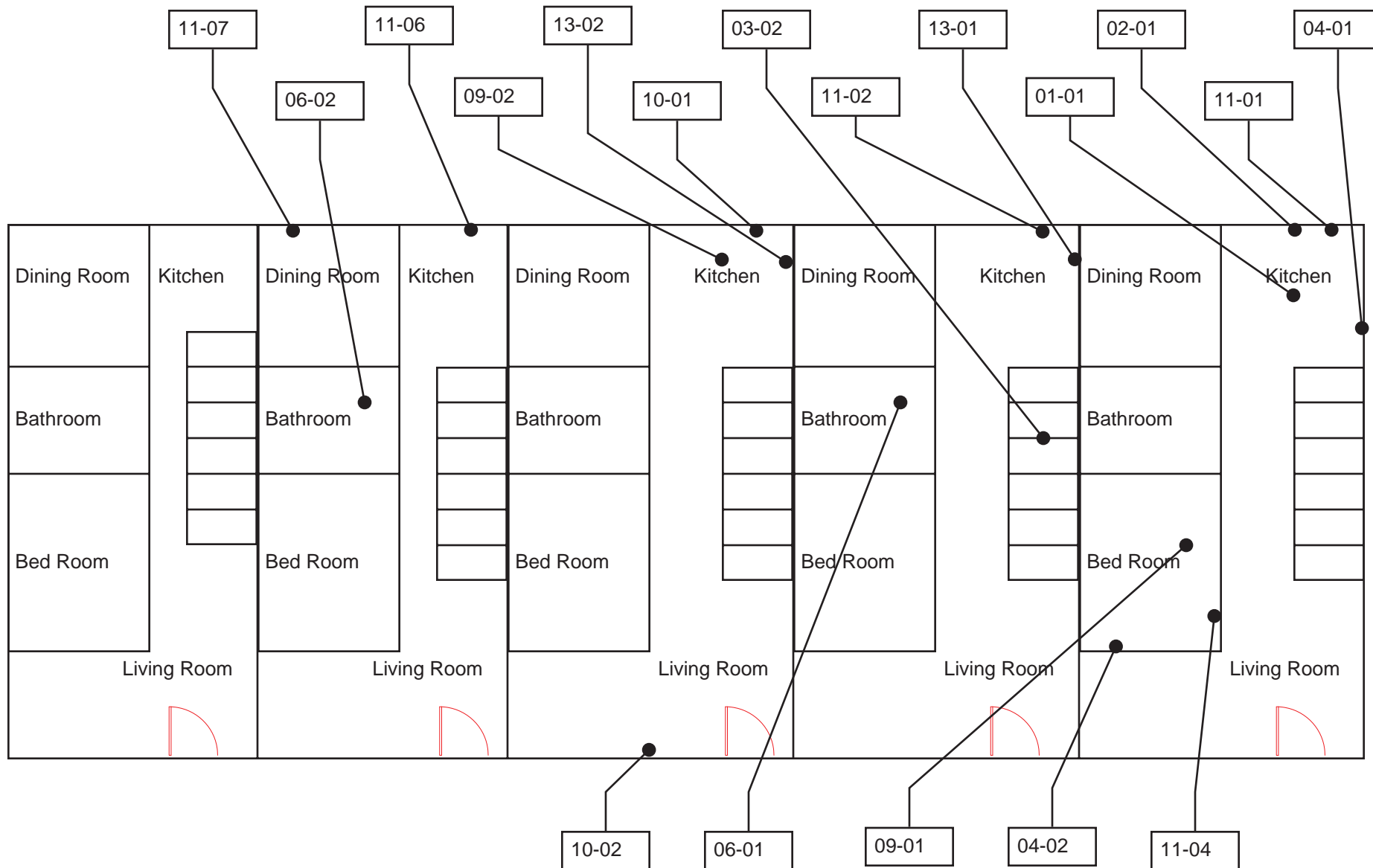
KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>	SAMPLE LOCATION MAP	
	Hamilton-Larimer Bldg 011004 Basement	
DATE	08/07/2019	PROJ. NO. 08162634-51



KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>		SAMPLE LOCATION MAP	
		Hamilton-Larimer Bldg 011004 2nd Floor	
DATE	08/07/2019	PROJ. NO.	08162634-51



## KEY

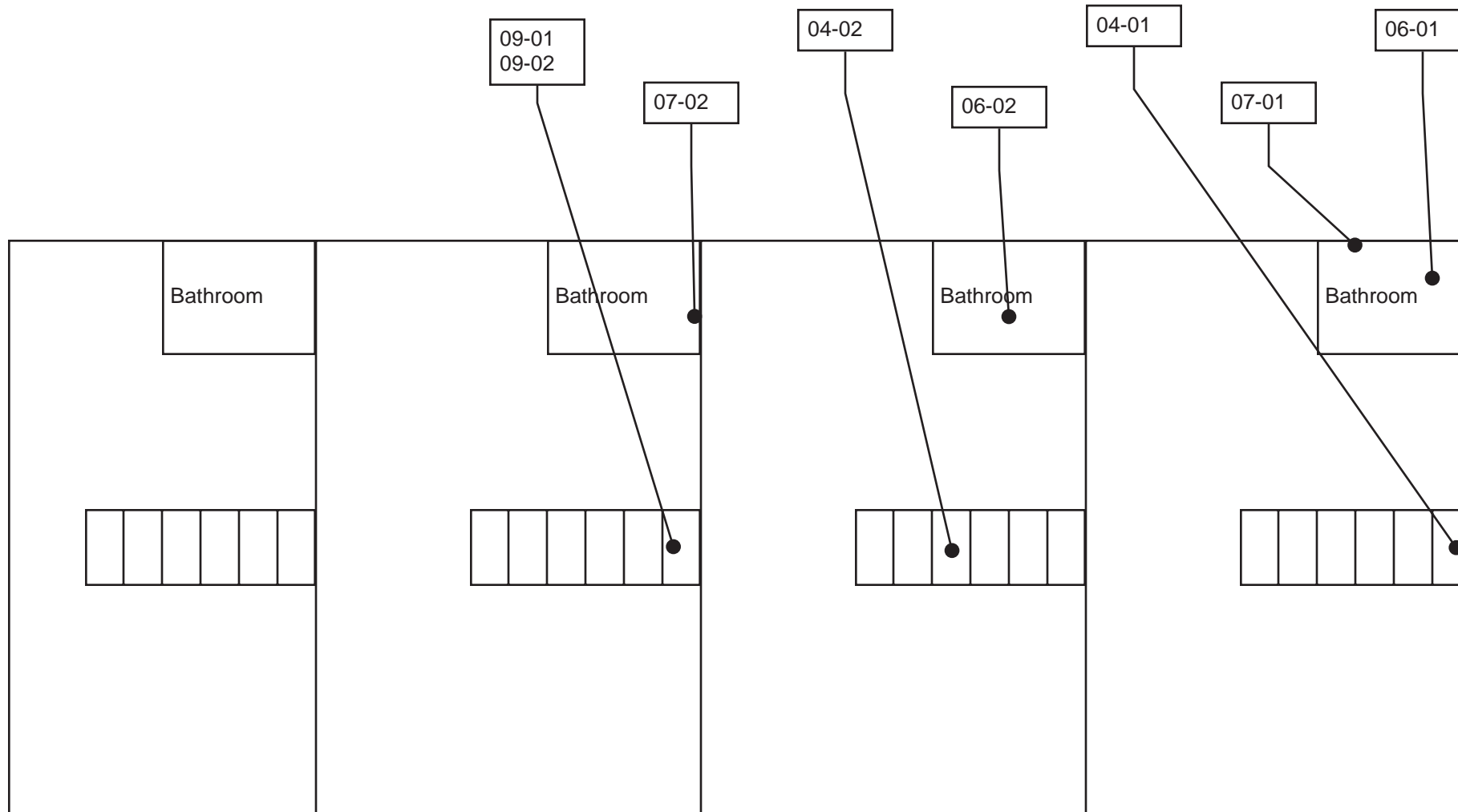
- Non-Asbestos Containing Material
- Asbestos Containing Material



SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011004  
1st Floor

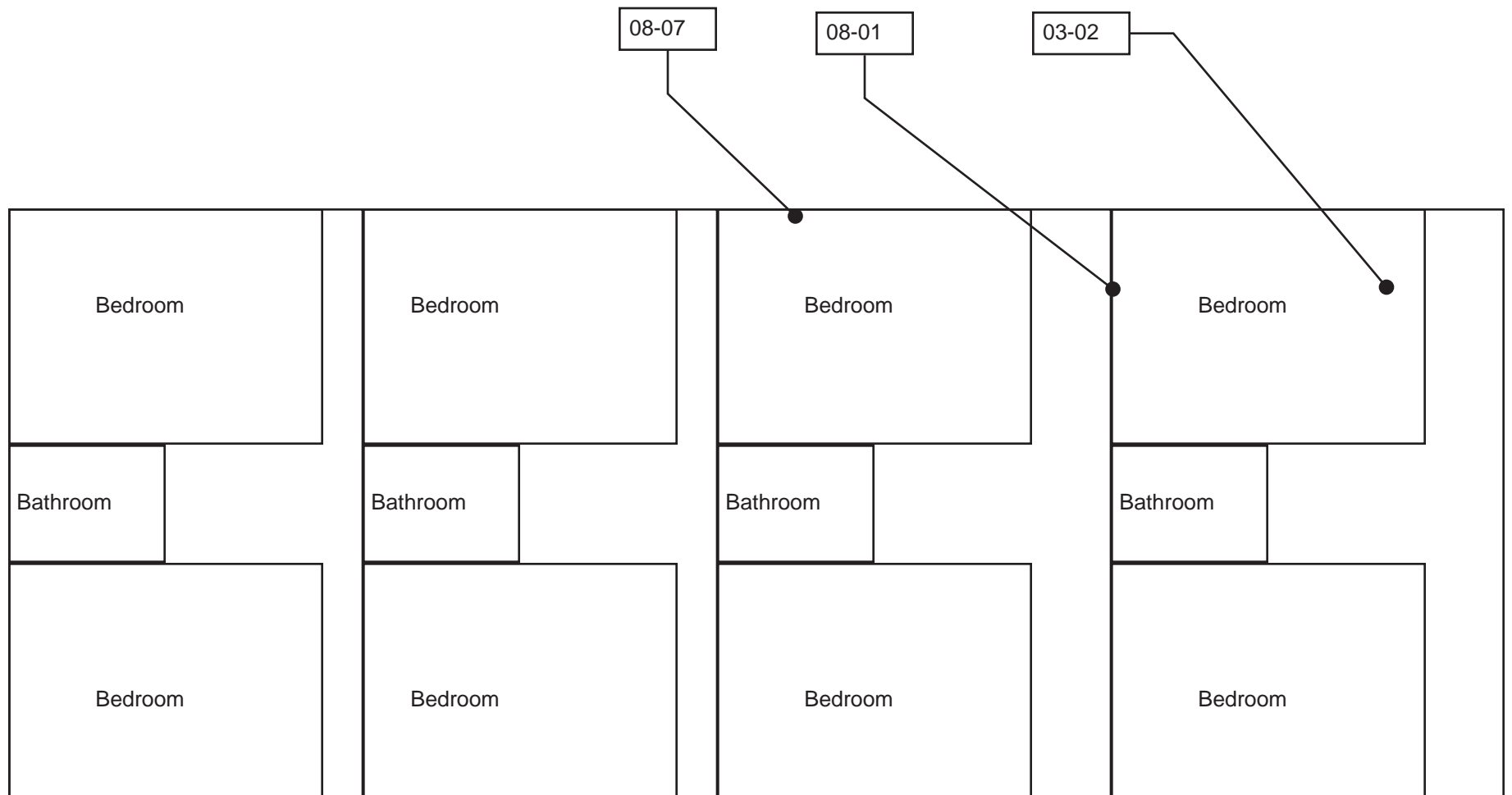
DATE 08/07/2019 PROJ. NO. 08162634-51





KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>		SAMPLE LOCATION MAP	
		Hamilton-Larimer Bldg 011003 Basement	
DATE	08/07/2019	PROJ. NO.	08162634-51



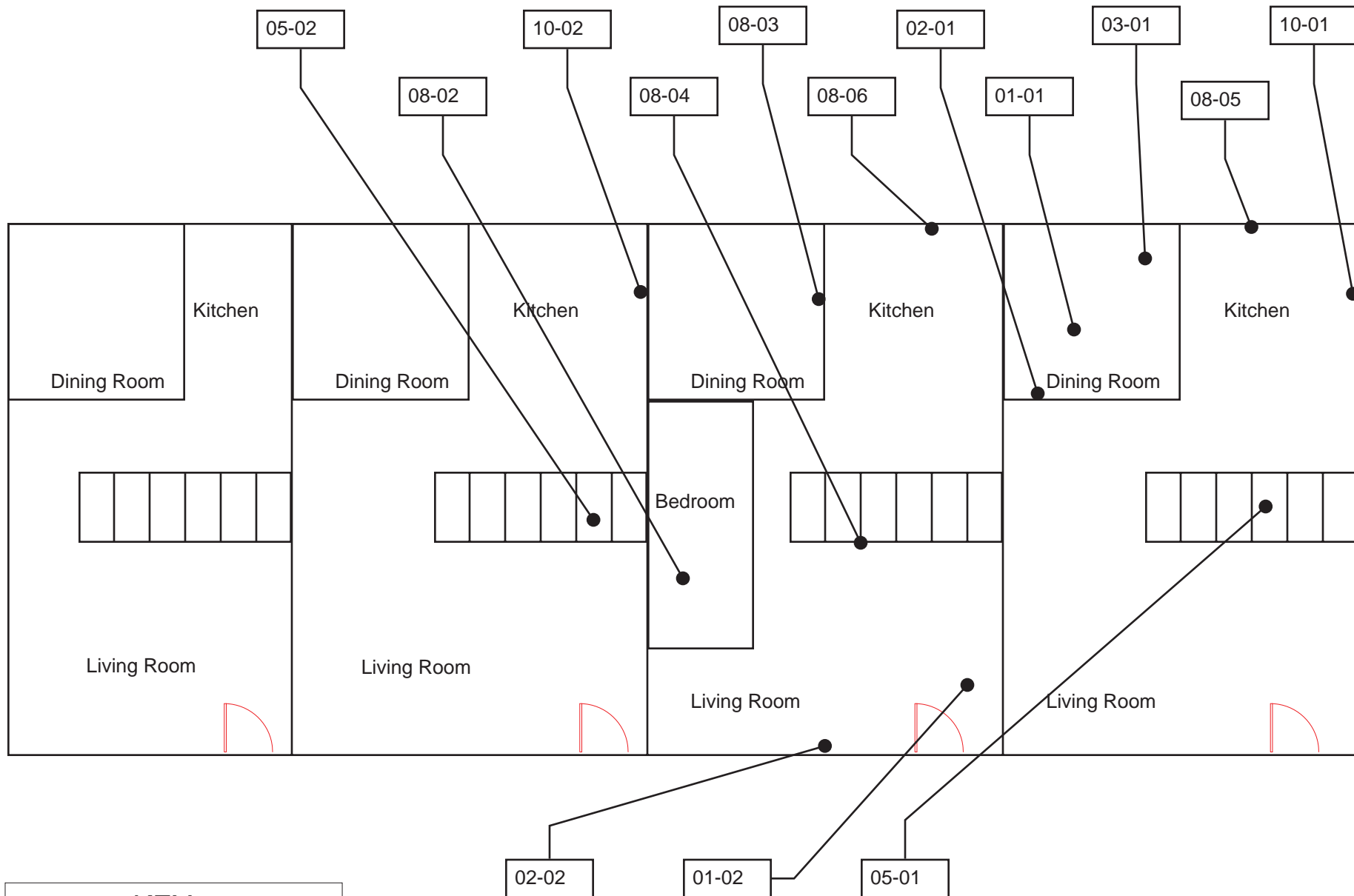
## KEY

- Non-Asbestos Containing Material
- Asbestos Containing Material



SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011003  
2nd Floor

DATE	08/07/2019	PROJ. NO.	08162634-51
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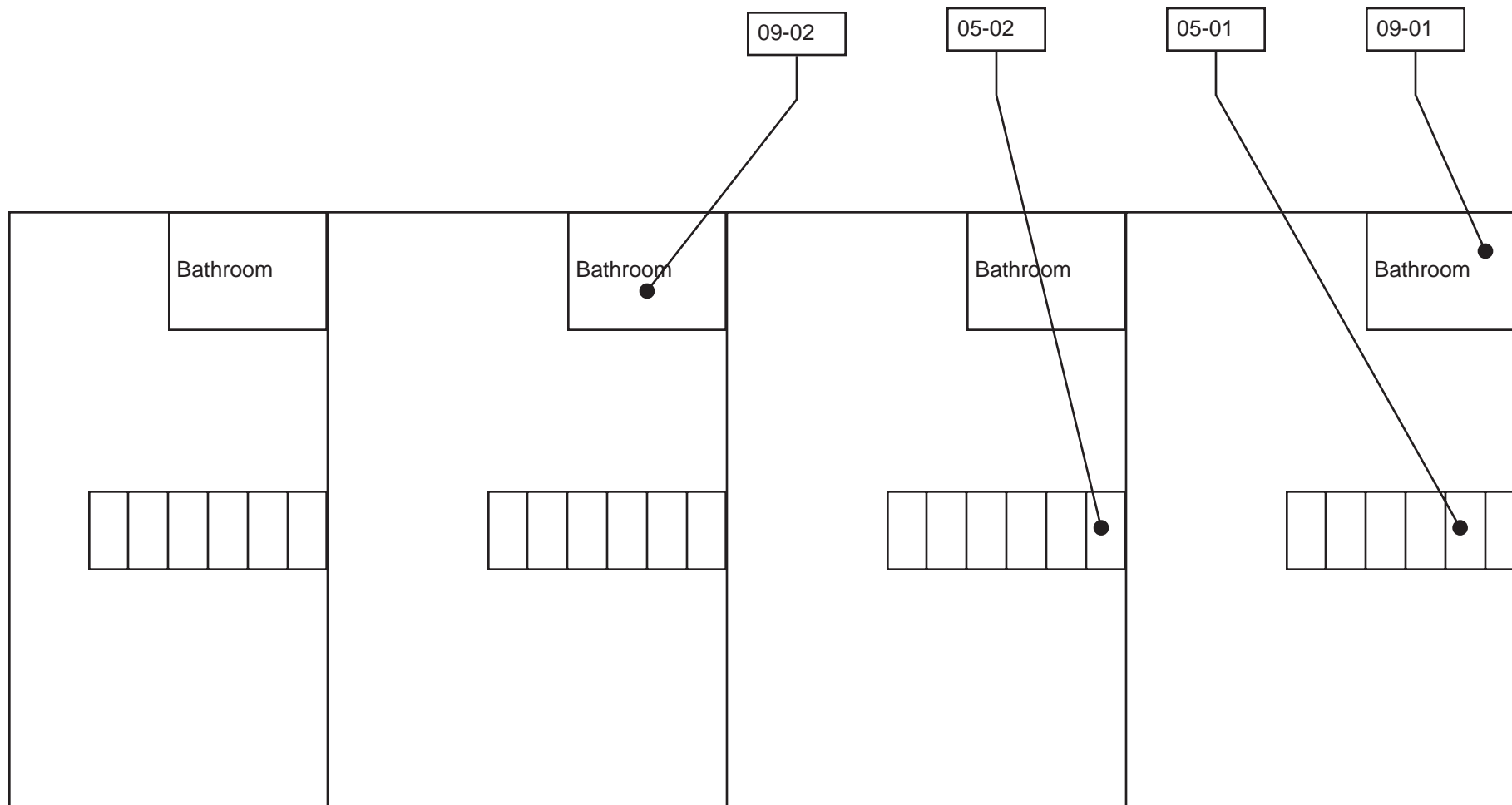
## KEY

- Non-Asbestos Containing Material
- Asbestos Containing Material



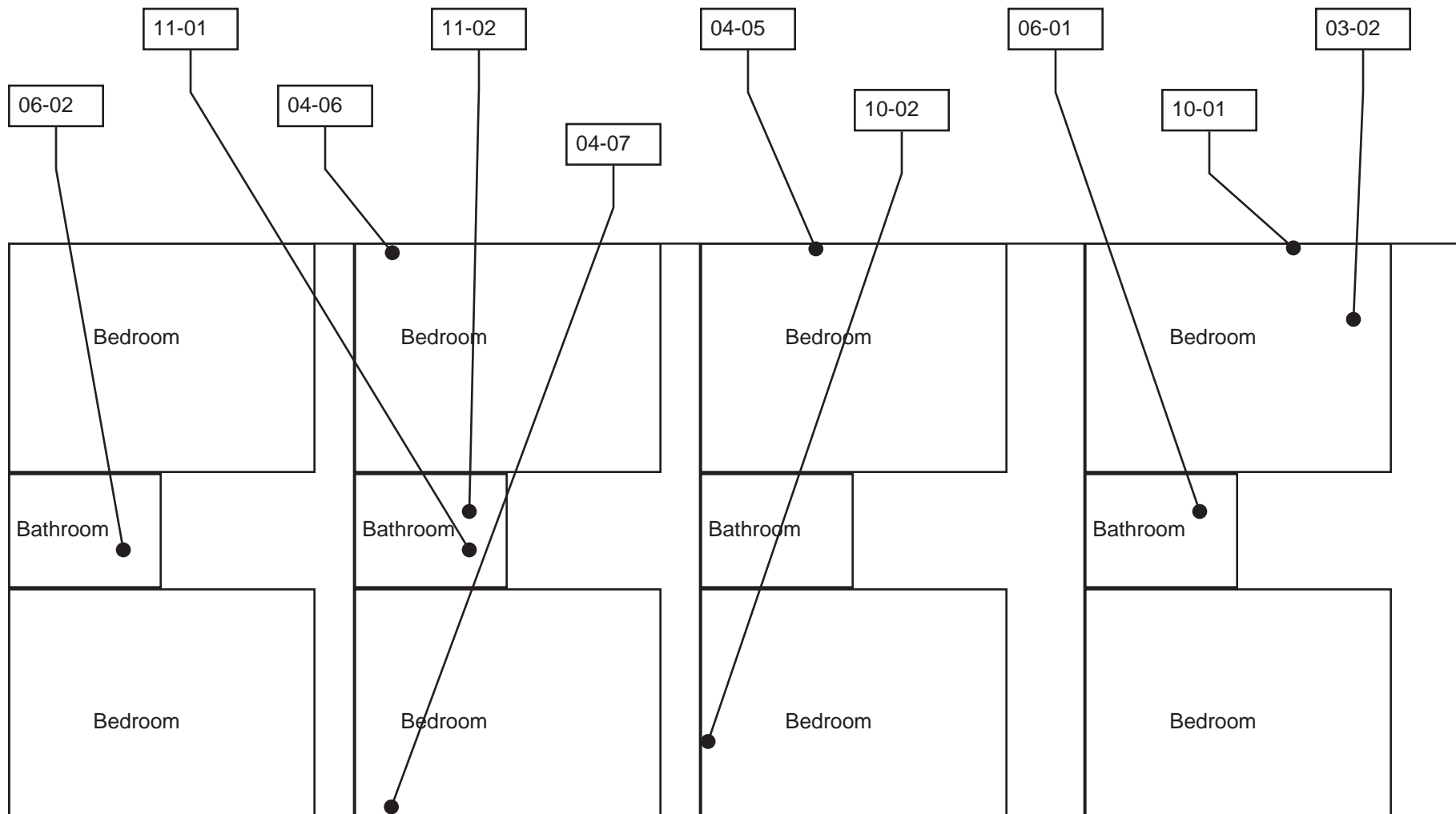
SAMPLE LOCATION MAP  
Hamilton-Larimer  
Bldg 011003  
1st Floor

DATE	08/07/2019	PROJ. NO.	08162634-51
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KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

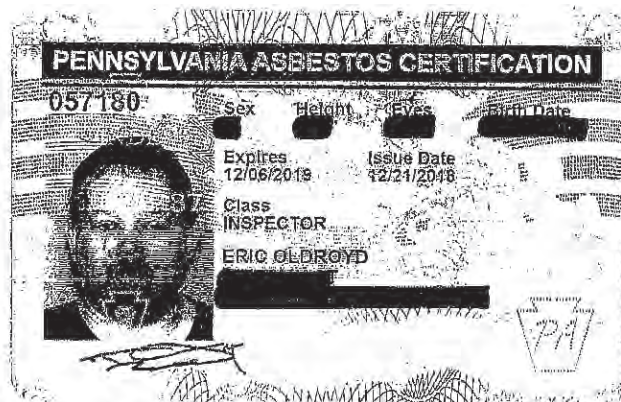
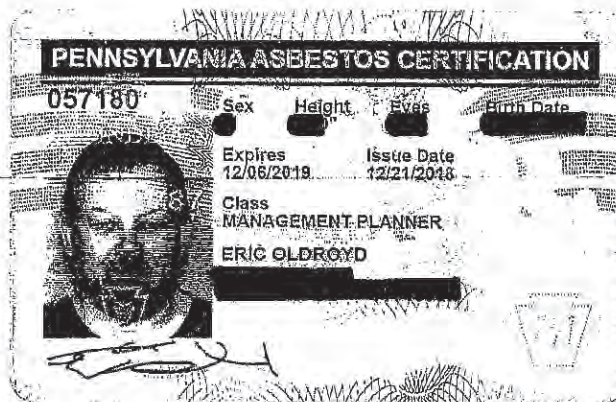
<b>intertek</b> <b>psi</b>		SAMPLE LOCATION MAP	
		Hamilton-Larimer Bldg 011002 Basement	
DATE	08/07/2019	PROJ. NO.	08162634-51



KEY	
●	Non-Asbestos Containing Material
■	Asbestos Containing Material

<b>intertek</b> <b>psi</b>		SAMPLE LOCATION MAP	
		Hamilton-Larimer Bldg 011002 2nd Floor	
DATE	08/07/2019	PROJ. NO.	08162634-51

## **APPENDIX D – INSPECTOR AND LABORATORY CERTIFICATIONS**





PENNSYLVANIA ASBESTOS CERTIFICATION

059419



Sex Height Eyes Birth Date

Expires 12/12/2019 Issue Date 01/18/2019

Class  
INSPECTOR

JENNIFER E JACOBS

*Jennifer Jacobs*

United States Department of Commerce  
National Institute of Standards and Technology



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**Certificate of Accreditation to ISO/IEC 17025:2005**

---

**NVLAP LAB CODE: 101350-0**

**Intertek-PSI, Inc.**  
Pittsburgh, PA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

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2019-07-01 through 2020-06-30

*Effective Dates*



A handwritten signature in blue ink, reading "Dana S. Laman".

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*For the National Voluntary Laboratory Accreditation Program*