



REQUEST FOR PROPOSALS #600-04-21

FACADE IMPROVEMENTS AUTHORITY WIDE

**Due March 2, 2021
9:00 A.M.**

**To: Mr. Kim Detrick
Director of Procurement/Chief Contracting Officer
100 Ross Street, 2nd Floor - Suite 200
Pittsburgh, PA 15219**

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals #600-04-21 Facade Improvements Authority Wide

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Attachments:

- A. Form of Bid
- B. Form of Agreement (including exhibits C, D, E and F)
- C. Performance and Payment Bonds
- D. General Conditions for Construction Contracts (*HUD 5370*) and Supplemental General Conditions
- E. Instructions to Bidders for Contracts (*HUD 5369*)
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- I. Section 3 Clause/Opportunities Plan and Related Data
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- K. Request for Taxpayer Identification Number and Certification (*IRS W-9*)
- L. Davis-Bacon Wage Determinations
- M. Specifications
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SECTION I INTRODUCTION

The Housing Authority of the City of Pittsburgh (“HACP”) hereby requests proposals from qualified contractors (hereinafter, “vendor”) to perform Façade Improvements Authority Wide (hereinafter, “services”). A more detailed scope of services is provided in Section II of this Request for Proposals (“RFP”). HACP owns and directly manages over 2,700 public housing units in the City of Pittsburgh consisting of family and elderly housing units within approximately 20 communities and amongst various scattered site locations. The selected “vendor” may be requested to provide services at any HACP community or scattered site. The HACP owns in its portfolio several concrete/masonry buildings from between 1 to over 17 stories in height. Several of the buildings have exterior balconies and corridors. HACP through a continuum of maintenance, repairs, and upgrades to its housing property, has determined a need to preserve, maintain, and restore those concrete and masonry structures to protect the safety and livability of residents and prolong the useful life of its buildings. The repairs could be minor cosmetic upgrades or significant restoration. Projects may vary in size depending on the Task Order scope. The Contractor must be able to perform all aspects of masonry restoration or historic preservation project including, but not limited to:

- *Brick Replacement*
- *CMU Replacement*
- *Stone Replacement*
- *Stucco Replacement*
- *Concrete Patching*
- *Concrete Walkways*
- *Polymer-based Insulation & Finish System*
- *Caulking*
- *Repointing (Tuck-pointing)*
- *Elastomeric Sealants*

The United States Department of Housing and Urban Development Department (“HUD”) provides the funding for the services and therefore all services performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis- Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD’s Modernization Design Standards and Federal procurement requirements.

In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with all Commonwealth of Pennsylvania laws and regulations and the Allegheny County and the City of Pittsburgh’s requirements.

HACP seeks proposals from firms qualified to provide services and is contemplating the award of

a contract or multiple contracts through this solicitation process for a period of three (3) years with two (2) one (1) year extension options whereby HACP will authorize the selected vendor(s), during a stated time period and for the services HACP requires, to perform the services on an as-needed basis through the use of Task Orders. **Attachment B** – Form of Agreement is the contract that will be used through this solicitation process.

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

ATTN: Mr. Kim Detrick Director of Procurement/Chief Contracting Officer
Housing Authority of the City of Pittsburgh
100 Ross Street, 2nd Floor – Suite 200 Pittsburgh, PA 15219
Fax No.: 412-456-5007
Email: Kim.Detrick@hacp.org

A complete proposal package may be obtained from:
Business Opportunities Section of the HACP website, <http://www.hacp.org>

Following are the Key Dates associated with this Request for Proposals:
(*subject to change at HACP's discretion through Addenda to solicitation issued as applicable*)

Pre-Submission Conference: **February 11, 2021 at 9:00 A.M.**
Join Zoom Meeting
<https://zoom.us/j/93303972521?pwd=VVVhMmNEME95K1A3ZjBCTThHN3ptUT09>
Meeting ID: 933 0397 2521
Passcode: 638382
Dial by your location
+1 301 715 8592 US (Washington D.C.)

Final Submission of Written Questions: **February 18, 2021 at 10:00 A.M.**
Mr. Kim Detrick, Director of Procurement/Chief Contracting Officer
Housing Authority City of Pittsburgh, Procurement Department
100 Ross Street, 2nd Floor – Suite 200
Pittsburgh, PA 15219 Fax No.: 412-456-5007
Email: Kim.Detrick@hacp.org

Proposals Due: **March 2, 2021 at 9:00 A.M.**
Mr. Kim Detrick, Director of Procurement/Chief Contracting Officer
Housing Authority City of Pittsburgh, Procurement Department
100 Ross Street, 2nd Floor – Suite 200
Pittsburgh, PA 15219

SECTION II SCOPE OF SERVICES

The selected vendor(s) will provide an indefinite quantity of Façade Improvements Authority Wide (hereinafter, “work”) on an as needed basis through the use of Task Orders. A minimum of one Task Order is anticipated be issued to the selected vendor(s). The contract(s) is expected to have an overall duration of up to three (3) years with two (2) one (1) year extension options.

Once an indefinite quantity task order contract has been established between the parties and when the HACP identifies a need, the HACP will prepare a scope of work, independent cost estimate of the work and request a Task Order proposal from the vendor. Prior to a vendor submitting its proposal, the vendor shall conduct a site investigation to ascertain the conditions affecting the work. The vendor will submit a Task Order proposal usually within 2-10 calendars as prescribed by the HACP depending on the complexity of the scope of work. The proposal will be based on the unit process and rates as set forth in the Vendor’s Form of Bid attached hereto as **Attachment A**. HACP reviews and negotiates the Task Order proposal with the vendor, at which time the Contracting Officer issues a written Task Order Notice to Proceed. The vendor(s) shall perform the work negotiated under each Task Order.

The Façade Improvements Authority Wide shall include scope of work items set forth in the Specifications (see Attachment M).

Any and all services performed must be in compliance with all applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Environmental requirements, and Federal procurement requirements. In addition, all services must be performed in compliance with applicable Commonwealth of Pennsylvania laws and regulations and City of Pittsburgh building code requirements and ordinances.

The vendor(s) shall furnish all labor, material, tools, equipment, transportation and skills necessary to perform all services in the most expeditious and economical manner consistent with interest of HACP and HUD. All work must be performed according to HACP specifications hereto included as **Attachment M**.

The work performed through this solicitation is subject to the requirements of **Clause 47 Labor Standards - Davis-Bacon and related Acts**. The wage determination(s) (**Attachment L**) of the Secretary of Labor are included with the solicitation and will be utilized and enforced as applicable to the scope of work for each Task Order.

Dependent on the nature of the scope of a Task Order, Payment/Performance Bonds may be required (**Attachment C**), and as such, as part of the request for task order proposal process, will be requested as necessary.

HACP is contemplating the award of multiple contracts through this solicitation process. Each Offeror must review the Form of Agreement included as **Attachment B**, the General Conditions for Construction Contracts (HUD 5370) and Supplemental General Conditions included at **Attachment D**. Each Offeror must sign the Form of Agreement contract and return it to HACP as a part of its proposal. By signing a Form of Agreement contract, if the HACP accepts and signs the Agreement, the Agreement shall be binding on both parties.

SECTION III GENERAL REQUIREMENTS & DEFINITIONS

A. General Requirements

An Offeror may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in the City of Pittsburgh, financially sound and able to provide the services being procured by HACP.

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

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

The Offeror must also be fully licensed and in good standing to perform professional services in the Commonwealth of Pennsylvania and in the City of Pittsburgh.

B. Definitions

“Good Standing” means the Offeror has performed to HACP’s satisfaction on any HACP project and is not suspended, debarred or otherwise lawfully excluded from doing business with any Federal, State or Municipal entity.

SECTION IV

CONTENT OF RESPONSE DOCUMENTS

Offerors submitting Proposals should fully read and comprehend the General Conditions for Construction Contracts (HUD 5370) and Supplemental General Conditions provided in **Attachment D** and Instructions to Bidders for Contracts (HUD 5369) provided in **Attachment E**. Proposals received without all of the required information may be deemed non-responsive and rejected. Offerors must submit one original plus three (3) hard copies and one (1) electronic copy of their proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter) including contact name and telephone number.
2. Type of Organization: Corporation, Partnership, Joint Venture or Sole Proprietorship.
Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's Capacity:
 - (a) Staff resources, office facilities, equipment, etc.
 - (b) Listing of ALL current or completed HACP related project(s), the Initial Contract Value, Change Orders, if any, and Final Contract Value. If the project was not completed within budget, please explain the circumstances or justification for the change order(s).
 - (c) Listing of ALL current work and their dollar value(s).
4. Organizational Certifications:
 - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
 - (b) Applicable Licenses/Certifications.
 - (c) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Firm's Previous Related Experience & Capacity

Describe why Offeror feels its organization is qualified to provide the services requested in this RFP. Describe the types of activities and/or previous undertakings that qualify the Offeror for selection. Include a list of developments or projects in which the Offeror has performed services similar to those described in this RFP. Such listing shall include at least the following information:

1. Name of the contracting entity.
2. Name, title and a telephone number of a contact person for each identified contracting

entity to permit reference checks to be performed. The identified party must be one who has firsthand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.

3. Original and final cost of each project and the amount of any change orders on each project or contract (if multiple primes were involved on each project).

C. Offeror's Capacity

Provide information demonstrating ability of the Offeror to provide the resources (staffing, equipment, office facilities and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation. Due to the nature of this procurement, capacity will also be evaluated based on the Offeror's ability to be available to provide the resources in an "on-call" and/or "as-requested" manner.

D. Proposed Staffing and Sub-consultants' Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants that will provide services under the contract resulting from this RFP:

1. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
2. Description of the Scope of Services for at least three (3) projects on which the Staff and/or sub-consultant have provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project such as: type of facility, construction contract value, and type of construction activity.
3. Description of the intended management of the proposed staff in order to ensure that the services are being provided in an efficient manner.

E. Representations, Certifications, and Other Statements of Bidders

Each Offeror must complete the Representations, Certifications, and Other Statements of Bidders (HUD 5369A) provided in **Attachment F**.

F. Minority and Women Business Participation

Provide a written plan that describes ways the Offeror will utilize MBE/WBE businesses to comply with HACP and City of Pittsburgh's established thresholds of 18% Minority-owned

Business Enterprise and 7% Woman-owned Business Enterprise participation. Also, complete the table provided in **Attachment G** and include with your proposal. Proposals must demonstrate how the Offeror intends to meet or exceed these goals.

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.

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 Offeror must certify and document with its bid or proposal that it has contacted in writing at least ten (10) certified MBE/WBE subcontractors to participate in the proposed contract with HACP or lesser number if the Offeror provides documentation that ten (10) certified MBE and ten (10) certified WBE subcontractors could not be identified. Each Offerer shall certify as to the same under penalty of perjury and shall submit the back-up documentation with its bid or proposal. Any bid or proposal received 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 policy contact Mr. Kim Detrick, Director of Procurement/Chief Contracting Officer by e-mail at Kim.Detrick@hacp.org or by contacting him at the Procurement Department, Housing Authority of the City of Pittsburgh, 100 Ross Street, Suite 200, Pittsburgh, PA 15219, telephone (412) 456-5116, Option 1.

G. Section 3 Participation

Provide a written plan that describes ways the Offeror will fulfill Section 3 Participation to comply with HUD and HACP's Section 3 requirements. Also, refer to the Section 3 Clause and complete the forms provided in **Attachment I** and include with your proposal. Proposals must demonstrate how the Offeror intends to meet or exceed these goals.

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 vendors 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 the vendors working on contracts partially or wholly funded with HUD monies. HACP shall examine and consider an Offeror'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 procurement (RFP, RFQ or IFB) HACP will require submission of the Section 3 Opportunities Plan and roster of current employees, and certification that the Offeror will comply with the requirements of Section 3.

HACP, in accordance with applicable laws and regulations, has established employment and training goals that Offerors and subcontractors are expected to meet in order to comply with Section 3 requirements. The goal is that thirty percent (30%) of the aggregate number of new hires in any fiscal year shall be Section 3 eligible. It is the vendor's responsibility to implement progressive efforts to attain Section 3 compliance. HACP, in accordance with applicable laws and regulations, has established a hiring and/or training requirement for vendors. This requirement establishes a sliding scale threshold based upon contract size for the value of Section 3 hiring and/or training to be achieved by the vendor. In the event that the threshold level cannot be achieved through hiring by the vendor and/or subcontractors, the vendor may either a) incur the cost of employment and related skill training provided to residents in amounts commensurate with the sliding scale amount, or b) make a cash contribution to the HACP's non-profit Education Fund in an amount commensurate with the sliding scale amount. HACP will provide assistance to vendors and Offerors in identifying qualified and eligible Section 3 residents and businesses, and has established procedures for monitoring vendor compliance.

The Section 3 Program Manual, as may be revised from time to time, contains information on this policy, and the requirements, procedures, forms, and assistance opportunities that have been established to implement this policy.

Below are HACP Section 3 Guidelines as listed in the Program Manual:

RESIDENT HIRING SCALE

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

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

Any bid or proposal received that does not contain such Section 3 Opportunities Plan and related data acceptable to HACP may be deemed non-responsive by HACP.

If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements contact Mr. Lloyd Wilson, III, Section 3 Coordinator by e-mail at Lloyd.Wilson@hacp.org or by contacting him at Housing Authority of the City of Pittsburgh, Bedford Hope Center 2305 Bedford Avenue, Pittsburgh, PA 15219, telephone (412) 456-5000, extension 1048.

H. Fee Proposal

In a separate, sealed envelope, provide the Form of Bid, in the format of **Attachment A**, to complete the work described in the RFP and the Offeror's Proposal. The Form of Bid should separately identify the hourly rates for staff and Sub-Contractor as applicable. It is noted that the proposed hourly rates will be evaluated as discussed in section VI.

Proposed hourly rates should include all overhead and appropriate expenses. Profit shall be indicated separately.

Escalation, if applicable, should be reflected as a percentage of the base year's fully burdened rates and shown as percentage change that would apply in the fourth and fifth years only. Escalation and profit shall be indicated on the attached Form of Bid. **Please complete a separate form for any/all sub-consultants.**

I. Firm Demographics

Provide demographic description of all employees of your firm using the table provided in

Attachment J.

J. Instructions to Bidders for Contracts

Offerors submitting Proposals should fully read and comprehend the Instructions to Bidders for Contracts attached hereto as **Attachment E**.

K. Execution Form of Agreement Contract

Each Offeror must review the Form of Agreement contract included as **Attachment B** and the General Conditions for Construction Contracts (HUD 5370) and Supplemental General Conditions included as **Attachment D**. Each Offeror must sign the Agreement and return it to the Housing Authority as a part of each proposal. By signing this Form of Agreement, if the Authority accepts and signs the Agreement, the Agreement shall be binding on both parties.

L. TIN/W-9 Form

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

M. MBE/WBE Letter of Intent

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

N. Special Provisions

Sign and date the Special Provisions – Documents Required for Payment, as provided in **Attachment N**. Upon approval from HACP, the use of a standard invoice may be substituted. Invoicing requirements are determined with each individual task order.

O. Non-Collusion Affidavit

Complete the Non-Collusion Affidavit, as provided in **Attachment O**.

SECTION V EVALUATION CRITERIA

The Evaluation Committee will evaluate and will score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

Experience of Proposed Staff:

Maximum 25 points

Demonstrated successful experience and capability of the proposed staff and sub-consultant(s) proposed for this project in providing services described in this Request for Proposals. Demonstrated experience and familiarity in working within a federal and state regulated environment.

Experience of Firm:

Maximum 25 points

Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Proposals. Demonstrated experience and familiarity in working within a federal and state regulated environment.

Cost Proposal:

Maximum 10 points

Proposed unit prices and labor rates set forth in the Form of Bid are reasonable and appropriate in relation to the work requested.

Capacity:

Maximum 20 points

Demonstrated ability of the Offeror to provide the resources (labor, material, tools, equipment, transportation, and other) necessary for the timely and efficient implementation of HACP's goals and objectives as described in this solicitation. Due to the nature of this procurement, capacity will also be based on the Offeror's ability to be available to provide the resources in an "on-call" and/or "as-requested" manner.

MBE/WBE Participation:

Maximum 10 points

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirement and goals related to Minority/Women Business subcontracting and employment opportunities.

Section 3 Participation:

Maximum 10 points

Demonstrated experience and/or commitment of the Offeror to assist HACP in meeting its requirements and goals related to Section 3 Program.

Deductions

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

SECTION VI PROCUREMENT AND AWARD PROCESS

Pursuant to 2 C.F.R. 200.319, the services are being procured for the services described in Section II (Scope of Services) of this solicitation. The following instructions are intended to aid Offerors in the preparation of their Proposals:

A. Pre-Submission Conference

A pre-submission conference will be conducted on **February 11, 2021 at 9:00 A.M.**,

Join Zoom Meeting

<https://zoom.us/j/93303972521?pwd=VVVhMmNEME95K1A3ZjBCTThHN3ptUT09>

Meeting ID: 933 0397 2521
Passcode: 638382

Dial by your location
+1 301 715 8592 US (Washington D.C)

Nothing discussed or expressed at the Pre-Submission Conference will change, alter, amend or otherwise modify the terms of this Solicitation unless a subsequent written amendment (addendum) is issued. Verbal responses by HACP's representatives shall not constitute an amendment or change to this Solicitation.

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

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

B. Amendments to Solicitation

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

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Offerors are responsible for obtaining all information required, thus enabling them to submit Responses.

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

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

Mr. Kim Detrick, Director of Procurement/Chief Contracting Officer
Housing Authority City of Pittsburgh, Procurement Department
100 Ross Street, 2nd Floor – Suite 200
Pittsburgh, PA 15219

HACP will also accept online submissions for this Request for Proposals in addition to accepting submissions at our 100 Ross Street office. For respondents wishing to submit online, please go to the following web address to upload documents:

[RFP #600-04-21 Façade Improvements Authority Wide](#)

Please include your name and email address when prompted before submitting and upload all relevant attachments in the same document. Formatting for online submission should be organized in the same manner as if submitting the information via CD or flash drive. The title of the uploaded bid shall be as follows:

[Full Company Name]_RFP #600-04-21_Technical
[Full Company Name]_RFP #600-04-21_Fee Proposal

In the unlikely event your bid is too large to be uploaded as a single file, add: _Part-1, _Part-2... etc. to the end of the file name.

In addition to the electronic submittal above, The Housing Authority of the City of Pittsburgh will **only be accepting physical proposals dropped off in person from 8:00 AM until the closing time of 9:00 AM on March 2, 2021** in the lobby of 100 Ross St. Pittsburgh, PA 15219. Proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 100 Ross Street 2nd Floor, Suite 200, Pittsburgh, PA 15219. All proposals must be received at the above address no later than March 2, 2021 at 9:00 a.m., regardless of the selected delivery mechanism.

Proposals will be date-time stamped immediately upon receipt at HACP to document their timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

Any amendments to a Proposal must be received before the specified Proposal due date and time established for the delivery of the original Proposal except as identified in the Instructions to

Offerors attached hereto.

D. Evaluation and Award Process

HACP staff will review each Proposal to determine if it is complete and if it is responsive to this Request for Proposals. HACP may allow Offerors to correct minor deficiencies in their Proposals that do not materially affect their Proposal.

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

Only firms whose proposals are determined to be responsive and responsible and in the best interest of the HACP will be considered for contract award.

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

HACP will perform a responsibility review of the highest-ranked Offeror(s), which shall include reference and financial background checks.

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

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

Prior to contract execution of any professional service contracts which have a potential value of \$250,000.00 and greater, the selected firm may be required to appear before and present a Minority and Woman Owned Business participation plan to the City of Pittsburgh Equal Employment Opportunity Review Commission for approval. Any HACP contracts which have a potential value of \$50,000.00 and greater is subject to approval by the HACP Board of Commissioners and the selected firm may be required to appear before the HACP Board of Commissioners.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT A

Form of Bid

BID SHEET RFP**#600-04-21**

		UNIT PRICE NO.	DESCRIPTION	SPECIFICATION REFERENCE	UNIT OF MEASUREMENT	QUANTITY RANGE	Base Years 1-3 COST PER UNIT	4th Year Escalation__%	5th Year Escalation __%
M A S O N R Y R E P A I R S	BRICK REPLACEMENT	1	Brick Veneer Replacement	040322	SF	10 SF or less			
		2	Brick Veneer Replacement	040322	SF	greater than 10 SF			
		3	Building Brick Replacement	040322	SF	10 SF or less			
		4	Building Brick Replacement	040322	SF	greater than 10 SF			
	CMU REPLACEMENT	5	CMU Replacement	042000	SF	10 SF or less			
		6	CMU Replacement	042000	SF	greater than 10 SF			
		7	Decorative CMU Replacement	042000	SF	10 SF or less			
		8	Decorative CMU Replacement	042000	SF	greater than 10 SF			
	STONE REPLACEMENT	9	Stone Replacement	044200	SF	-			
		10	Anchored Stone Veneer Replacement	044313.13	SF	20 sf or less			
		11	Anchored Stone Veneer Replacement	044313.13	SF	greater than 20 SF			
		12	Cast Stone Unit Replacement	047200	SF	-			

BID SHEET RFP

#600-04-21

		UNIT PRICE NO.	DESCRIPTION	SPECIFICATION REFERENCE	UNIT OF MEASUREMENT	QUANTITY RANGE	Base Years 1-3 COST PER UNIT	4th Year Escalation __%	5th Year Escalation __%
M R A S P O N I R R Y S	REPOINTING	30	Brick Repointing	040323	SF	10 SF or less			
		31	Brick Repointing	040323	SF	greater than 10 SF			
		32	CMU Repointing	040323	LF	10 SF or less			
		33	CMU Repointing	040323	LF	greater than 10 LF			
		34	Stone Repointing	040323	LF	-			
	CAULKING	28	Masonry Joint Sealant - Urethane	079200	LF	-			
C O N C R E T E	C P O A N T C C R H E I T N E G	15	Balcony Slab Topside Patch - Cast-In-Place	033110	SF	-			
		17	Balcony Slab Underside Patch - Form-and Pump	033110	SF	-			
		19	Balcony Slab Underside Patch - Trowel	033110	SF	-			
		16	Walkway Slab-On- Grade Patch, Cast- In-Place	033110	SF	-			
C O N C R E T E	CONCRETE PATCHING (cont.)	18	Concrete Wall Patch - Form & Cast	033110	SF	-			
		20	Concrete Wall Patch - Trowel	033110	SF	-			
	CONCRETE WALKWAYS	22	Walkway Slab-On- Grade Replacement	033000, 032000	SF	100 SF or less			
		23	Walkway Slab-On- Grade Replacement	033000, 032000	SF	greater than 100 SF			

BID SHEET RFP

#600-04-21

		UNIT PRICE NO.	DESCRIPTION	SPECIFICATION REFERENCE	UNIT OF MEASUREMENT	QUANTITY RANGE	Base Years 1-3 COST PER UNIT	4th Year Escalation____%	5th Year Escalation ____%
C A U L K I N G		26	New Concrete Slab Joint Sealant - Urethane	079200	LF	-			
		27	Existing Concrete Slab Joint Sealant Replacement - Urethane	079200	LF	-			
		21	Existing Concrete Slab Crack Repair and Sealant - Urethane	079200	LF	-			
M I S C R E P L A I N E S	FLUID-APPLIED WATERPROOFING	35	Balcony Slab Waterproofing	071416	SF	-			
	STUCCO REPLACEMENT	13	Stucco Replacement	092400	SF	10 SF or less			
		14	Stucco Replacement	092400	SF	greater than 10 SF			
	EIFS REPLACEMENT	24	EIFS Replacement	072413	SF	10 SF or less			
		25	EIFS Replacement	072413	SF	greater than 10 SF			
	WINDOW FRAME CAULKING	29	Window Frame Joint Sealant - Nonstaining Silicone	079200	LF	-			
M A R K U P	Material Cost Plus Markup (%) Percent	30	Cost plus model in the form of a percentage markup (margin)		Percent %	-			
	Subcontractor Cost Markup (%) Percent	31	Enter Markup (%) Percent on all Subcontractor materials		Percent %	-			

BID SHEET RFP**#600-04-21**

		UNIT PRICE NO.	DESCRIPTION	SPECIFICATION REFERENCE	UNIT OF MEASUREMENT	QUANTITY RANGE	Base Years 1-3 COST PER UNIT	4th Year Escalation %	5th Year Escalation %
L A B O R	Superintendent	32			Hour				
	Foreman	33			Hour				
	Master Stone Mason	34			Hour				
	Journeyman Stone Mason	35			Hour				
	Master Bricklayer	36			Hour				
	Journeyman Bricklayer	37			Hour				
	Cement Mason	38			Hour				
	Pointer/Caulker/ Cleaner	39			Hour				
	Carpenter	40			Hour				
	Laborer	41			Hour				
E Q U I P M E N T	Truck Time (Minimum 6 CY Dump Truck)	42	The Truck rate (including driver) is intended for the hauling from the site of construction debris, including demolished materials, disgraded equipment, materials and scraps, and construction generated trash. Truck time shall not include idle time spent parked waiting to be loaded or unloaded.		Day				

COMPANY NAME: _____

VENDOR SIGNATURE: _____

VENDOR NAME : _____
(Please Print)

EMAIL: _____

Phone No.: _____ FAX No.: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FAÇADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT B

Form of Agreement

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of _____ in the year Two Thousand
Twenty-One (2021) 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 Request for Proposals 600-04-21

Request for Proposals 600-04-21 for Facade Improvements Authority Wide

and addenda thereto numbered _____, all as prepared by _____, which said addenda are incorporated herein by reference and are a part hereof.

The work shall begin at the time stipulated in the NOTICE TO PROCEED per task order.

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 each task order.

ARTICLE 3, CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

- a. This Agreement
- b. Request for Proposals 600-04-21 for Facade Improvements Authority Wide
- c. Task Orders

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
(6 required)

this _____ day of _____ 20____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-04-21, this contract shall be binding on both parties.

(Printed or Typed Name)

(Printed or Typed Name)

Witness

{

Principal

{

(Signature and Date)

(Signature and Date)

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-04-21, this contract shall be binding on both parties.

	_____ (Printed or Typed Name)		_____ (Printed or Typed Name)
Witness	{	Partner*	{
	_____		_____
	(Signature and Date)		(Signature and Date)
	_____ (Printed or Typed Name)		_____ (Printed or Typed Name)
Witness	{	Partner*	{
	_____		_____
	(Signature and Date)		(Signature and Date)

* If the Bidder is a partnership, the 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. 600-04-21, 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)

Associate 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)

**EXHIBITS TO
Form of Agreement**

Compliance with Law. Offeror shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which shall be attached as exhibits:

- | | |
|-------------------------------------|-------------|
| (a) Non-Debarment Certificate | (Exhibit C) |
| (b) Certification re: Lobbying | (Exhibit D) |
| (c) Disclosure of lobbying activity | (Exhibit E) |
| (d) Conflict of Interest | (Exhibit F) |

EXHIBIT C

**CERTIFICATION OF PROPOSER
REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

(Proposer). _____ certifies to the best of its knowledge and belief, that
it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification and
4. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(Proposer) _____ CERTIFIES OR AFFIRMS THE
TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE
PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of _____ that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency. A Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement,
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL " Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly,

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature and Title of Authorized Official

EXHIBIT E**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year ____ quarter ____ date of last report ____	
4. Name and Address of Reporting Agency ____ Prime ____ Subawardee ____ Tier ____ if known: Congressional District, if known:			5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime Congressional District, if known:		
6. Federal Department / Agency:			6. Federal Program Name / Description: CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI)			b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI)		
I. Information requested through this form is authorized by SEC 319, Pub L, 101-121, 103 Stat 750, as amended by Sec. 10: Pub. L, 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of facts upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure			Signature _____ Print Name _____ Title: _____ Telephone No. _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form LLL (1/96)		

Authorized For Local Production Standard Form LLL (1/9)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBY ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 19 tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency, Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature,
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

Conflicts of Interest

_____ (Contractor") certifies that:

1. No employee, officer, or agent of the Housing Authority of the City of Pittsburgh (HACP) participated in the selection, or in the award or administration of the Contractor's Agreement with HACP, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a HACP employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (V) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HACP.
2. Contractor shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACP during his or her tenure not for one year thereafter shall any officer, agent or employee of HACP have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT C

Payment and Performance Bonds

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)

Witness

Principal

{

{

(Signature and Date)

(Signature and Date)

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

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

 <i>Witness</i>	 <i>Partner*</i>
{	{
<hr/>	<hr/>
(Signature and Date)	(Signature and Date)

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

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE
SEAL)

(Corporate Name)

(Printed or Typed Name)

(Printed or Typed Name)

Witness

{

(Signature and Date)

President

V.P. ** {

(Signature and Date)

(Corporate Title)

(Corporate Title)

** If the bidder is a corporation, the Bond must be executed in the Corporation's correct corporate name by its President or Vice President and attested to by its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the Certification of Corporate Principal below must be executed by the Secretary or Assistant Secretary.
Performance Bond 00610 - 4

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ who signed this Bid on behalf of the

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

(CORPORATE
SEAL)

(Signature and Date)

SURETY SIGN HERE

(SURETY
SEAL)

(Printed or Typed Name)

(Printed or Typed Name)

Attest

*Surety ****

{

{

(Signature and Date)

(Signature and Date)

***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_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

(Printed or Typed Name)

(Printed or Typed Name)

Witness

Principal

{

{

(Signature and Date)

(Signature and Date)

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

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

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

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE
SEAL)

(Corporate Name)

(Printed or Typed Name)

(Printed or Typed Name)

Witness

{

President

V.P. **

{

(Signature and Date)

(Signature and Date)

(Corporate Title)

(Corporate Title)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ who signed this Bid on behalf of the

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

(CORPORATE
SEAL)

(Signature and Date)

SURETY SIGN HERE

(SURETY
SEAL)

(Printed or Typed Name)

(Printed or Typed Name)

Attest

Surety

{

{

(Signature and Date)

(Signature and Date)

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT D

**General Conditions for Construction Contracts – Public Housing Programs
(HUD 5370)**

And

Supplemental General Conditions

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

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 _____ 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. * To be determined by Task Order.

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 _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

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

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

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

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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



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

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: _____
Chief Contracting Officer
=====

Vendor Name(Insert vendor company name above) _____

Date: _____ Signature: _____

Title: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT E

Instructions to Bidders for Contracts (HUD 5369)

**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

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT F

Representations, Certifications, and Other Statements of Bidders (HUD 5369A)

**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.

[X] [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)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT G

MBE WBE Special Participation Summary

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

SOLICITATION AND COMMITMENT STATEMENT MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES					
BID NUMBER	NAME OF BIDDER	ADDRESS		PHONE	
List below All MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary					
<div style="display: flex; justify-content: space-between;"> ____ MBE ____ WBE </div>	TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE BY MAIL		<u>COMMITMENT MADE</u> YES NO <small>(IF YES, GIVE DATE)</small>	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME		QUOTE RECEIVED		AMOUNT COMMITTED	
ADDRESS		YES	NO	DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	
<div style="display: flex; justify-content: space-between;"> ____ MBE ____ WBE </div>	TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE BY MAIL		<u>COMMITMENT MADE</u> YES NO <small>(IF YES, GIVE DATE)</small>	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME		QUOTE RECEIVED		AMOUNT COMMITTED	
ADDRESS		YES	NO	DOLLAR AMOUNT \$	
CONTACT PERSON PHONE				PERCENT OF TOTAL BID %	
<div style="display: flex; justify-content: space-between;"> ____ MBE ____ WBE </div>	TYPE OF SUBCONTRACT WORK OR MATERIALS	<u>DATE SOLICITED</u> BY PHONE BY MAIL		<u>COMMITMENT MADE</u> YES NO <small>(IF YES, GIVE DATE)</small>	GIVE REASON(S) IF NO COMMITMENT MADE
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 eighteen percent (18%) of the total cost of the contract to be expended for minority participation and seven percent (7%) for women participation. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

LaVaris Ross, Labor Relations Specialist
U.S. Department of Housing and Urban Development
Office of Labor Relations
City Crescent Building
10 S. Howard Street, 5th 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.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT H

Sample MBE WBE Letter of Intent

DATE

<Name Of MBE or WBE Contact Person>

<Name of MBE or WBE firm>

<Address>

<City>, <State> <Zip>

Re: *<Name of HACP Project>*

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

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

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

Scope of Proposed Services: _____

Estimated Dollar Value: _____

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

Sincerely,

<Contact Person from Prime Bidder>

<Contact Person from MBE/WBE>

(Signature)

(Signature)

(Name)

(Name)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT I

Section 3 Clause/Opportunities Plan and Related Data

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 2 CFR part 200, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 2 CFR part 200 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 2 CFR part 200, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 2 CFR part 200. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 2 CFR part 200.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 2 CFR part 200 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR part 200.
- F. Noncompliance with HUD's regulations in 2 CFR part 200 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

A. Bidder's Section 3 Hiring Plan

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

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

B. Bidder's Section 3 Subcontracting Plan

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

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

Company Name

Project Name

Project Number

Name and Title of Person Completing this Form

Signature and Date

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

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

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



SECTION 3 OPPORTUNITIES PLAN

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

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

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 2 CFR 200 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for HACP residents (LIPH) and **Area Residents of Low and Very Low Income Status (ARLIS)** during the term of the contract between the Contractor and the HACP.

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

☐ Tier I – HIRING

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

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

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

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

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



SECTION 3 OPPORTUNITIES PLAN

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

LIPH – HACP low income public housing resident

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

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

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



SECTION 3 OPPORTUNITIES PLAN

[] Tier II – CONTRACTING

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

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

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

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

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

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

Contractor shall provide, in a letter on firm letterhead:

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

[] Tier IV – No New Hire Opportunity

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



SECTION 3 OPPORTUNITIES PLAN

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

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

Company Name: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT J

Firm Demographics Form

Firm Demographics																
	Total # of															
	American Minorities															
	Total Females	Foreign	Other American Minority	Hasidic Jew American	Native American	Asian American	Hispanic American	African American	White American	Total Males	Foreign	Other American Minority	Hasidic Jew American	Native American	Asian American	Hispanic American
All Employees																
Partner																
Associate																
Professional																
Secretarial																
Clerical																
Other																
Total																

Explain all Other American Minority: _____

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVMENTS AUTHORITY WIDE

ATTACHMENT K

**Request for Taxpayer Identification Number
and
Certification (*IRS W9*)**

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FAÇADE IMPROVMENTS AUTHORITY WIDE

ATTACHMENT L

Davis-Bacon Wage Determinations

"General Decision Number: PA20210012 01/01/2021

Superseded General Decision Number: PA20200012

State: Pennsylvania

Construction Type: Residential

County: Allegheny County in Pennsylvania.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* BRPA0009-039 06/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 34.05	22.81

CARP0142-004 06/01/2018		

	Rates	Fringes
CARPENTER (Including Drywall Hanging and Asphalt Roofing).....	\$ 28.02	12.59

CARP1759-007 06/01/2017

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.01	16.45

ELEC0005-013 12/22/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 25.50	15.91

ELEV0006-004 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.33	34.765+a+b

FOOTNOTE:

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

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

IRON0003-006 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.29	32.40

PLUM0027-005 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 43.45	23.47

SHEE0012-006 07/01/2018

	Rates	Fringes
Sheet metal worker Excluding HVAC Duct Work....	\$ 19.49	10.08

SUPA2003-001 10/31/2003

	Rates	Fringes
Drywall Finishers.....	\$ 15.08	3.40

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

"

"General Decision Number: PA20210001 01/01/2021

Superseded General Decision Number: PA20200001

State: Pennsylvania

Construction Type: Building

County: Allegheny County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not include residential construction consisting of single family homes and apartment up to and including 4 stories) EXCLUDING SEWAGE AND TREATMENT PLANT PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

ASBE0002-001 08/01/2020

Rates

Fringes

Asbestos Workers/Insulator

Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of

mechanical systems.....	\$ 42.03	26.90

BOIL0154-001 01/01/2017		
	Rates	Fringes
BOILERMAKER.....	\$ 40.90	27.27

BRPA0009-029 06/01/2020		
	Rates	Fringes
BRICKLAYER.....	\$ 34.05	22.81

BRPA0009-060 06/01/2020		
	Rates	Fringes
MASON - STONE.....	\$ 35.02	22.10

BRPA0009-061 06/01/2020		
	Rates	Fringes
TILE SETTER.....	\$ 32.58	20.25

CARP0142-001 06/01/2020		
	Rates	Fringes
Carpenter/Lather.....	\$ 35.48	18.31

CARP1759-001 06/01/2018		
	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 33.75	17.03

CARP2235-007 01/01/2020		
	Rates	Fringes
PILEDRIVERMAN.....	\$ 35.40	19.70

* ELEC0005-007 12/25/2020		
	Rates	Fringes
ELECTRICIAN.....	\$ 43.61	28.27

ELEC0126-006 06/01/2020		
	Rates	Fringes
LINE CONSTRUCTION		
Cable Splicer.....	\$ 48.51	31.25%+11.75
Groundmen.....	\$ 29.10	31.25%+11.75

Lineman.....	\$ 48.51	31.25%+11.75
Truck Driver.....	\$ 31.53	31.25%+11.75
Winch Truck Operator.....	\$ 33.96	31.25%+11.75

ELEV0006-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.33	34.765+a+b

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

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

* ENGI0066-001 06/01/2020

	Rates	Fringes
Power equipment operators:		
CLASS 1.....	\$ 36.39	22.55
CLASS 2.....	\$ 30.62	22.55
CLASS 3.....	\$ 27.95	22.55

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180' and 360' swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane**, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types) (when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core) (Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer - Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer

Saw, Welder (repairman), Whirley

* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

** Rough Terrain Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an Additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

Note: An additional \$1.25 per hour (not counting boom pay) shall be paid for any crane (excluding overhead cranes) rated 100 ton or over.

CLASS II

Ballast Regulator, Boat (material or personnel) (powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Guniting Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple) (power driven), Ladicator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor (Dirt), Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Skid Steer Loader (or similar), Slab Lifting Machine (hydraulic), Soil Stabilizer (pump type), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch) (when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

CLASS III

Brakeman, Deck Hand, Helicopter Signaller, Oiler*, Elevator (Alterations & Remodeling Commercial Buildings),

* Oilers on Truck Cranes: less than 50 ton shall receive \$.10 over the Class III base rate; 50 ton up to 100 ton rated capacity shall be paid an additional \$.25 per hour over the Class III base rate; 100 ton and over shall be paid an additional \$1.00 per hour over the Class III base rate.

General Note: Hazardous Material Sites Level C & D receive \$1.00 per hour premium for all classifications and Levels A & B receive \$2.50 premium for all classifications

	Rates	Fringes
IRONWORKER.....	\$ 37.29	32.40

LABO0613-002 01/01/2019		

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.37	17.60
GROUP 2.....	\$ 22.52	17.60
GROUP 3.....	\$ 22.65	17.60
GROUP 4.....	\$ 23.12	17.60

LABORERS CLASSIFICATIONS

GROUP 1: COMMON LABORER - Building laborer; Brick removal for alterations; Carryable pumps; West brick buggy or similar; Walk behind forklift or similar (non self-propelled); Stripper and mover of forms; Toolroom man; all material conveyors (regardless of power used, including starting and stopping); Pouring of mortar or aggregate into blocks of voids

GROUP 2: SKILLED LABORER - West brick buggy or similar (self propelled); Power wheelbarrows and buggies; walk behind forklift or similar (self-propelled); Drill runner; All operators of compacting equipment; Pipe layer; Burner; Jackhammer man - concrete buster; Vibrator operator; Clay spade and/or similar; Gunnite nozzleman; Blaster; Concrete saw operator; Hod carrier; Scaffold builder; Air track operator; Bell and Bottom Man on furnace and stacks; Grout machine feeder and pump operator; Gunnite machine operator or similar; Gunnite machine potman or similar; Mortar Mixer; Mortar mixer machine (regardless of power used, including starting and stopping); Wagon drill operator; Laser cleaner; Lancer

GROUP 3: Asbestos removal or abatement laborer

GROUP 4: Toxic or Hazardous waste handling laborer

LABO0952-004 01/01/2019		
	Rates	Fringes
Landscaping		
GROUP 1.....	\$ 21.02	16.08
GROUP 2.....	\$ 21.44	16.08
GROUP 3.....	\$ 21.74	16.08

LANDSCAPING CLASSIFICATIONS

GROUP 1: Landscape laborer to include general landscaping work and the driving of trucks for the distribution of materials on the job site but not to include trucks used to

transport supplies to the job

GROUP 2: Skilled Landscape Laborer to plant all types of trees and shrubs without direct supervision.

GROUP 3 - Landscape tractor operator to operate small industrial rubber tire tractor equipped with front end loader and backhoe attachment or a skid loader with landscape attachments used for the sole purpose of landscape work including soil spreading, unloading and loading of materials and such other landscaping work but not for heavy and highway construction work

PAIN0057-003 06/01/2020

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 28.80	20.72

PAIN0057-005 06/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 30.10	20.50

PAIN0751-001 09/01/2020

	Rates	Fringes
GLAZIER.....	\$ 31.00	25.73

PLAS0526-007 06/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.27	19.39

PLUM0027-002 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 43.45	23.47

PLUM0449-001 06/01/2019

	Rates	Fringes
PIPEFITTER.....	\$ 41.50	23.57

ROOF0037-001 06/01/2019

	Rates	Fringes
ROOFER.....	\$ 31.62	17.05

	Rates	Fringes
SPRINKLER FITTER.....	\$ 38.91	22.98

SHEE0012-002 07/01/2020

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.96	28.05

TEAM0040-007 01/01/2020

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 29.93	20.21
GROUP 2.....	\$ 30.39	20.52

FOOTNOTES:

- A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate
- B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 1 - Single Axle (2 axles including steering axle); Includes partsman and warehoueman. Tandem - Tri-Axle - Semi-Tractor Trailer (combination) (3 axles or more including steering axle)
- GROUP 2 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloader, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

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

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

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

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

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

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

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

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END OF GENERAL DECISION

"

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT M

Specifications

GENERIC SPECIFICATIONS FOR BRICK REPLACEMENT

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581

1.2 UNIT PRICES

- A. REFER TO UNIT PRICES ON FORM OF BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR BRICK REPLACEMENT

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

- A. Unit-Price No. 1: Brick veneer replacement, xx square feet or less:
 - 1. Description: Replacement of cracked, spalled, or missing brick according to Division 4 Section 'Brick Unit Masonry Repair'.
 - 2. Unit of Measurement: square feet.
- B. Unit-Price No. 2: Brick veneer replacement, greater than xx square feet:
 - 1. Description: Replacement of cracked, spalled, or missing brick according to Division 4 Section 'Brick Unit Masonry Repair'.
 - 2. Unit of Measurement: square feet.
- C. Unit-Price No. 3: Building brick replacement, xx square feet or less:
 - 1. Description: Replacement of cracked, spalled, or missing brick according to Division 4 Section 'Brick Unit Masonry Repair'.
 - 2. Unit of Measurement: square.
- D. Unit-Price No. 4: Building brick replacement, greater than xx square feet:
 - 1. Description: Replacement of cracked, spalled, or missing brick according to Division 4 Section 'Brick Unit Masonry Repair'.
 - 2. Unit of Measurement: square feet.
- E. Unit-Price No. 5: Brick patching:
 - 1. Description: Patching of brick with holes, chipped edges, and deep deterioration according to Division 4 Section 'Brick Unit Masonry Repair'.
 - 2. Unit of Measurement: square feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR BRICK REPLACEMENT

SECTION 040322 - BRICK UNIT MASONRY REPAIR

1.1 ALLOWANCES

- A. Allowances: Preconstruction testing, brick removal and replacement, and patching brick units.

1.2 UNIT PRICES

- A. Unit prices for estimated quantities.

1.3 QUALITY ASSURANCE

- A. Mockups for each type of repair work.

1.4 PRECONSTRUCTION TESTING

- A. Preconstruction testing service engaged by Owner to perform testing on replacement brick and existing brick units and mortar.

1.5 MATERIALS

- A. Clay Face Brick:
 - 1. Color and Texture: As selected by Architect to match existing building brick.
- B. Building brick matching backup brick.
- C. Ties and Anchors: Galvanized steel.
 - 1. Individual wire ties.
- D. Embedded Flashing:
 - 1. All Flashing: Stainless steel.
- E. Weep/Vent Holes: cellular plastic.
- F. Cavity drainage material.
- G. Mortar: Portland cement-lime mortar colored, where exposed, by pigment to match existing.
- H. Brick Patching Compound: Factory-mixed cementitious product, that is custom manufactured for patching masonry.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Cathedral Stone Products, Inc.; Jahn M100 Terra Cotta and Brick Repair Mortar.
 - b. Conproco Corporation; Matrix.
 - c. Edison Coatings, Inc.; Custom System 45.
- I. Repair Anchors: Type 304 or Type 316 stainless steel.

1.6 INSTALLATION

- A. Match existing masonry coursing.
- B. For exposed brick, match existing color and texture.
- C. Bond Pattern: Running bond or as required to match existing bond pattern.
- D. Abandoned anchors removed and holes patched.
- E. Brick removed and replaced where indicated.
- F. Fractured backup brick removed and replaced.
- G. Brick veneers reanchored.
- H. Steel uncovered during the work painted with antirust coating.
- I. Patching holes, chipped edges, and deep deterioration with patching compound.
- J. Final cleaning if overall cleaning occurs before repair work.

1.7 FIELD QUALITY CONTROL

- A. Testing Agency: Owner engaged.

END OF SECTION 040322

GENERIC SPECIFICATIONS FOR CAULKING

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNIT PRICES ON FORM OF BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR CAULKING

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

- A. Unit Price No. 22 - Concrete slab crack repair and sealant - urethane:
 - 1. Description: Rout and seal cracks in existing concrete slab-on-grade walkways with urethane sealant in accordance with Division 7 Section 'Joint Sealants'.
 - 2. Unit of Measurement: linear feet.
- B. Unit Price No. 27 - Concrete slab joint sealant - urethane:
 - 1. Description: Provide urethane joint sealant in new concrete slab-on-grade walkways in accordance with Division 7 Section 'Joint Sealants'.
 - 2. Unit of Measurement: linear feet.
- C. Unit Price No. 28 - Concrete slab joint sealant replacement- urethane:
 - 1. Description: Remove and replace deteriorated joint sealant in existing concrete slab-on-grade walkways with urethane sealant in accordance with Division 7 Section 'Joint Sealants'.
 - 2. Unit of Measurement: linear feet.
- D. Unit Price No. 29 - Masonry joint sealant replacement - urethane:
 - 1. Description: Remove and replace deteriorated joint sealant in existing masonry with urethane sealant in accordance with Division 7 Section 'Joint Sealants'.
 - 2. Unit of Measurement: linear feet.
- E. Unit Price No. 30 - Window frame joint sealant replacement – nonstaining silicone:
 - 1. Description: Remove and replace deteriorated joint sealant around existing window frames with nonstaining silicone sealant in accordance with Division 7 Section 'Joint Sealants'.
 - 2. Unit of Measurement: linear feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR CAULKING

SECTION 079200 - JOINT SEALANTS

1.1 PRECONSTRUCTION TESTING

- A. Preconstruction laboratory testing.
- B. Preconstruction field-adhesion testing.

1.2 WARRANTY

- A. Installer Warranty: Two years.
- B. Special Manufacturer's Warranty: Five years.

1.3 JOINT SEALANTS

- A. Nonstaining silicone joint sealants.
- B. Urethane joint sealants.

1.4 FIELD QUALITY CONTROL

- A. Field-adhesion testing.

1.5 SCHEDULE

- A. Exterior joints in horizontal pedestrian traffic concrete surfaces.
 - 1. Joint Sealant: Urethane.
 - 2. Joint-Sealant Color: As selected by Architect to match existing.
- B. Exterior joints in vertical and horizontal nontraffic masonry surfaces.
 - 1. Joint Sealant: Urethane.
 - 2. Joint-Sealant Color: As selected by Architect to match existing.
- C. Exterior joints surrounding window perimeters.
 - 1. Joint Sealant: Nonstaining silicone.
 - 2. Joint-Sealant Color: As selected by Architect to match existing.

END OF SECTION 079200

GENERIC SPECIFICATIONS FOR CMU REPLACEMENT

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNIT PRICES ON FORM OF BID

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR CMU REPLACEMENT

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

- A. Unit-Price No. 6: CMU replacement, xx square feet or less:
 - 1. Description: Replacement of cracked, spalled, or missing CMU according to Division 4 Section 'Unit Masonry'.
 - 2. Unit of Measurement: square feet.
- B. Unit-Price No. 7: CMU replacement, greater than xx square feet:
 - 1. Description: Replacement of cracked, spalled, or missing CMU according to Division 4 Section 'Unit Masonry'.
 - 2. Unit of Measurement: square feet.
- C. Unit-Price No. 8: Decorative CMU replacement, xx square feet or less:
 - 1. Description: Replacement of cracked, spalled, or missing decorative CMU according to Division 4 Section 'Unit Masonry'.
 - 2. Unit of Measurement: square feet.
- D. Unit-Price No. 9: Decorative CMU replacement, greater than xx square feet:
 - 1. Description: Replacement of cracked, spalled, or decorative CMU according to Division 4 Section 'Unit Masonry'.
 - 2. Unit of Measurement: square feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR CMU REPLACEMENT

SECTION 042000 - UNIT MASONRY

1.1 QUALITY ASSURANCE

- A. Sample unit for exposed concrete unit masonry.

1.2 REQUIREMENTS

- A. Determine net-area compressive strength of masonry by unit-strength method, 1900 psi minimum.

1.3 MATERIALS

- A. Concrete Masonry Units (CMUs):
 - 1. CMUs: Normal weight.
 - 2. Decorative CMUs: Normal-weight units with ground-face, split-face, split-ribbed, or scored finish, as selected by Architect to match existing cmu's.
- B. Reinforcement: Uncoated-steel reinforcing bars.
- C. Masonry-Joint Reinforcement:
 - 1. Exterior Walls: Hot-dip galvanized, carbon steel.
- D. Ties and Anchors: Galvanized steel.
 - 1. Individual wire ties.
- E. Embedded Flashing:
 - 1. All Flashing: Stainless steel.
- F. Weep/Vent Holes: cellular plastic.
- G. Reinforcing bar positioners.
- H. Mortar:
 - 1. Portland cement-lime mortar.
 - 2. Pigmented mortar for exposed mortar joints, to match existing.

1.4 INSTALLATION

- A. Match existing masonry coursing, bonding, color, and texture.

- B. Bond Pattern: Match existing.
- C. Cavity face of backup wythe parged.

1.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner engaged.
- B. Inspections: Special inspections according to Level B in TMS 402/ACI 530/ASCE 5.
- C. Testing: One set of tests.

END OF SECTION 042000

GENERIC SPECIFICATIONS FOR CONCRETE PATCHING

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNITS PRICES ON FORM OF BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR CONCRETE PATCHING

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

- A. Unit Price No. 16 - Balcony slab topside patch, cast-in-place:
 - 1. Description: Partial-depth, elevated concrete slab top surface demolition and structural repair according to Division 3 Section "Concrete Demolition and Repair."
 - 2. Unit of Measurement: square feet.
- B. Unit-Price No. 17: Walkway slab-on-grade patch, cast-in-place:
 - 1. Description: Partial-depth concrete slab-on-grade top surface demolition and structural repair according to the cast-in-place method per Division 3 Section "Concrete Demolition and Repair."
 - 2. Unit of Measurement: square feet.
- C. Unit-Price No. 18: Balcony slab underside patch, form-and-pump:
 - 1. Description: Partial-depth, elevated concrete slab top surface demolition and structural repair according to the form-and-pump method per Division 3 Section "Concrete Demolition and Repair."
 - 2. Unit of Measurement: square feet.
- D. Unit-Price No. 19: Concrete wall patch, form-and-cast:
 - 1. Description: Partial-depth concrete wall vertical surface demolition and structural repair according to the form-and-cast method per Division 3 Section "Concrete Demolition and Repair."
 - 2. Unit of Measurement: square feet.
- E. Unit-Price No. 20: Balcony slab underside patch, trowel:
 - 1. Description: Shallow, partial-depth, elevated concrete slab bottom surface demolition and structural repair according to the trowel method Division 3 Section "Concrete Demolition and Repair."
 - 2. Unit of Measurement: square feet.
- F. Unit-Price No. 21: Concrete wall patch, trowel:
 - 1. Description: Shallow, partial-depth concrete wall vertical surface demolition and structural repair according to the trowel method per Division 3 Section "Concrete Demolition and Repair."
 - 2. Unit of Measurement: square feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR CONCRETE PATCHING

SECTION 033110 - CONCRETE DEMOLITION AND REPAIR

1.1 DESCRIPTION OF WORK:

A. Extent: The work, in general, includes:

1. Concrete Demolition: Demolition of deteriorated and delaminated concrete from existing concrete walkways and balconies, including cleaning of demolished surfaces and exposed steel reinforcement, and removal of debris.
2. Concrete Repair: Repair of demolished top surface concrete areas with cast-in-place polymer-modified cementitious repair mortar.
3. Crack Repair: Repair of cracks with an elastomeric caulking.

1.2 QUALITY ASSURANCE:

A. Installer Qualifications: Perform work by journeymen carpenters or concrete installers under supervision of competent foreman. In acceptance or rejections of work, no allowance will be made for lack of skill of workman.

1.3 SUBMITTALS:

- A. Manufacturer's Data: Submit manufacturer's product data with installation instructions for proprietary materials including patch materials, elastomeric crack repair material and others as requested by the Engineer.
- B. Material Certificates: Provide two (2) copies of material certificates signed by material supplier and Contractor, certifying that each material item complies with specified requirements. For proprietary products, submit manufacturer's complete installation instructions.
- C. Test Reports: Provide two (2) copies of certified laboratory or field test results demonstrating required performance of proposed cementitious and elastomeric materials and methods. Include description of all plant equipment and materials to be used in the repair program, including manufacturer's literature.

1.4 MATERIALS

A. Patch Repair:

1. General: Provide polymer modified cementitious patch material designed specifically for use in the specified application.
2. Polymer-modified cementitious patch material for horizontal cast-in-place applications: Comply with the following performance criteria:

- a. Compressive Strength (ASTM C-109 Modified)
 - 1) 1 day: 1800 psi min.
 - 2) 28 day: 5000 psi min. and 6000 psi max.
 - b. Splitting Tensile Strength (ASTM C-496) at 28 days: 450 psi min.
 - c. Flexural Strength (Modulus of Rupture) (ASTM C-78) at 28 days: 750 psi min.
 - d. Bond Strength (ASTM C-882 Modified) at 28 days: 2000 psi min.
 - e. The polymer-modified portland cement mortar shall not produce a vapor barrier.
- 1) Available products: Subject to compliance with requirements, products for overhead patches which may be incorporated in the work include, but are not limited to, the following:
 - a) "SikaRepair 222"; Sika Corporation
3. Cementitious patch material for overhead and vertical form and pump or form and cast applications; comply with the following performance criteria:
- a. Compressive Strength (ASTM C-109 Modified)
 - 1) 1 day: 1800 psi min.
 - 2) 28 day: 5000 psi min. and 6500 psi max.
 - b. Splitting Tensile Strength (ASTM C-496) at 28 days: 450 psi min.
 - c. Flexural Strength (Modulus of Rupture) (ASTM C-78) at 28 days: 750 psi min.
 - d. Bond Strength (ASTM C-882 Modified) at 28 days: 2000 psi min.
 - e. The polymer-modified portland cement mortar shall not produce a vapor barrier.
- 1) Available products: Subject to compliance with requirements, products for overhead patches which may be incorporated in the work include, but are not limited to, the following:
 - a) "MasterEmaco S 440"; BASF
 - b) "ChemPatch Form & Pour"; ChemMasters
 - c) "Planitop 11"; Mapei

B. Crack Repair:

- 1. See Section 079200 - "Joint Sealants" for repair material requirements.

C. Reinforcing:

- 1. Deformed Reinforcing Bars: ASTM A615, Grade 60.
- 2. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

1.5 INSTALLATION

A. General:

1. Work Included: Concrete demolition work consists of complete removal of deteriorated, disintegrated and delaminated concrete, as described herein and as established by the Engineer. The work also includes cleaning of reinforcing steel, blast cleaning of all rust and loose materials and removal and disposal of debris. In addition, repair of cracks with an elastomeric caulking is required as specified herein and in Section 079200 - "Joint Sealants".

B. Demolition:

1. Requirements:

- a. The extent of demolition will be determined in the field by the Contractor as verified in the field by the Engineer based on the evaluation of the condition of the concrete surface.
- b. The demolition payment will be based on a lump sum. The payment will include all labor and materials for sounding and marking of deteriorated concrete surface, removal of concrete, cleaning of demolished surface and reinforcement, removal of rust and loose materials, cleanup and removal of debris, overhead, profit, etc. No payment will be made for concrete removed beyond the limits approved by the Engineer.
- c. Any damage that results from the Contractor's operation to existing structures not to be demolished shall be repaired by the Contractor to the satisfaction of the Engineer, all at the Contractor's expense.
- d. Repair concrete as soon after demolition as practical. Follow criteria shown on the plans for extent and maximum depth limits of demolition at any time. The Engineer may require suspension of demolition operation if the areas already demolished are not repaired satisfactorily within the time specified.

2. Demolition Method and Operation:

- a. All demolition shall be performed to the depths and limits as shown on the plans, schedules and notes, and as approved by the Engineer.
- b. Prior to starting demolition, all concrete surfaces and areas assumed to be deteriorated shall be delineated by visual examination and by sounding the concrete surface. Sounding of the surface should be performed the Contractor and the extent verified by the Engineer. Sounding of concrete surfaces shall be performed in the presence of the Engineer, who shall approve the Contractor's determination of the limits of deterioration. This requirement may be waived at the discretion of the Engineer.
- c. The Contractor shall mark the outline of the deteriorated concrete by using non-washable paint or other approved marking material. Isolated cracks requiring repair shall also be delineated by the inspection agency. A different paint outline shall be provided to delineate the recommended patch area outside the deteriorated

concrete perimeter as required by the contract drawings.

- d. All deteriorated concrete shall be removed to sound concrete with a 15-lb. (maximum) pneumatic hammer with points which do not exceed the width of the shank or by the use of hand picks or chisels as required and as directed. Irregularly shaped or rounded corners shall be square by saw cutting or chipping. Care shall be taken not to cut or damage any reinforcing. No existing reinforcing steel shall be cut or removed without the written approval of the Engineer. Existing concrete will not be removed more than that required to expose the surface of the sound concrete, except where required as shown on the drawings. All surfaces left by the removal of deteriorated concrete shall be nearly horizontal or vertical.
- e. If additional concrete deterioration beyond the limits shown on the plans or as determined by preliminary examination is found during the demolition operation, the Engineer shall be notified and a written approval obtained prior to proceeding with the work.
- f. If sound concrete is encountered before existing reinforcing steel is exposed, the surface shall be prepared and repaired without further removal of the concrete. However, if the reinforcing steel is wholly or partially exposed then the deteriorated and/or sound concrete shall be removed to a minimum clearance one (1) inch all around the reinforcing steel.
- g. Demolition for cracks outside spalled areas shall be accomplished with a mechanical router. Geometry of notch shall conform to the requirements of the contract drawings.
- h. All exposed concrete surface and existing reinforcing steel in areas of repair shall be cleaned to remove all debris, loose concrete, loose mortar, rust, scale, etc. Exposed reinforcing steel surface facing away from sandblast nozzle shall be cleaned with a wire brush to remove all rust and loose particles. Clean all reinforcing steel to SP 10.
- i. The Engineer shall inspect existing reinforcing steel for section loss after rusted steel is cleaned in accordance with Section 8 above. If greater than 20% of the cross sectional area is lost, new rebar to match the existing rebar in size shall be spliced to the existing rebar. In order to accommodate the splice, a sufficient length of existing rebar must be exposed. If required, additional demolition may be necessary.
- j. All material removed shall become the property of the Contractor and shall be disposed off site.

C. Concrete Repair:

- 1. Surface Preparation: After the demolition is completed and the surface has been tested for soundness, the exposed steel shall be thoroughly cleaned by sandblasting and incorporated into new concrete patch. A 3000 psi waterblast shall be used to clean the surface of dust and to wet the surface for application of repair materials. The prepared surface shall be free of all substances and contaminants that would inhibit a good bond.
- 2. Supplemental Reinforcement: After existing reinforcement is blast cleaned, any rebar that has lost 20 percent or more of its original cross sectional area shall be supplemented or replaced with supplemental reinforcement as directed by the Engineer. Where required, position, support and secure reinforcement against displacement. Locate and support with wire ties, spacers, supports, and other devices necessary to install and secure the reinforcing properly. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

3. Concrete Repair: In general, spalled concrete shall be repaired by cast-in-place repair mortar as indicated on the drawings.

D. Concrete Finishes:

1. Exposed-to-view Surfaces: Provide a finish for exposed concrete surfaces to match adjacent existing surfaces. Remove fins and projections, patch defective areas with cement grout, and rub smooth.

E. Concrete Curing and Protection:

1. Curing: Cure formed surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces.

F. Crack Repair:

1. General: Isolated cracks shall be repaired with an elastomeric caulking placed in accordance with the manufacturer's printed instructions.
2. Surface Preparation: Prepare the crack as shown on the drawings by routing. Roughen the surfaces by mechanical means to assure bond of the caulking to the existing concrete. Remove all loose or broken concrete, all grease, oil, dirt, laitence and other deleterious materials.
3. Installation: Carefully read and understand the manufacturer's instructions as printed on the packaging. Caulking shall be placed according to the procedures recommended by the manufacturer.

END OF SECTION 033110

GENERIC SPECIFICATIONS FOR CONCRETE WALKWAYS

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNITS PRICES ON FORM OF BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR CONCRETE WALKWAYS

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

- A. Unit Price No. 23 - Walkway slab-on-grade replacement, **xx** square feet or less:
1. Description: Replacement of concrete walkway slabs-on-grade according to Division 3 Sections 'Cast-In-Place Concrete' and 'Concrete Reinforcing'.
 2. Unit of Measurement: square feet.
- B. Unit Price No. 24 - Walkway slab-on-grade replacement, greater than **xx** square feet:
1. Description: Replacement of concrete walkway slabs-on-grade according to Division 3 Sections 'Cast-In-Place Concrete' and 'Concrete Reinforcing'.
 2. Unit of Measurement: square feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR CONCRETE WALKWAYS

SECTION 032000 - CONCRETE REINFORCING

1.1 PRODUCTS

- A. Steel Reinforcement:
 - 1. Reinforcing Bars: Deformed.
 - 2. Welded-Wire Reinforcement: Plain.

1.2 INSTALLATION

- A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.

1.3 FIELD QUALITY CONTROL

- A. Testing and Inspections: By Owner-engaged agency.
- B. Special Inspections: By Owner-engaged special inspector.

END OF SECTION 032000

GENERIC SPECIFICATIONS FOR CONCRETE WALKWAYS

SECTION 033000 - CAST-IN-PLACE CONCRETE

1.1 QUALITY ASSURANCE

- A. Mockups of slab-on-grade and formed-surface panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.

1.2 PRODUCTS

- A. Concrete General: ACI 301 and ACI 117.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C150, Type I, Type II, or Type I/II; gray or white.
 - 2. Fly Ash: ASTM C618, Class C or F.
 - 3. Blended Hydraulic Cement: ASTM C595, Type IP.
 - 4. Aggregate: Normal weight.
 - 5. Water.
- C. Mixing: Ready mixed.

1.3 CONCRETE MIXTURES

- A. Compressive Strength (28 Days):
 - 1. Exterior slabs-on-Ground: Normal-weight concrete: 5000 psi.
 - 2. Exterior suspended Slabs: Normal-weight concrete: 5000 psi.

1.4 INSTALLATION

- A. Floor and Slab Finishes:
 - 1. Float Finish: Surfaces to receive trowel finish and surfaces to be covered with fluid-applied waterproofing.
 - 2. Trowel Finish: Surfaces exposed to view.
 - 3. Broom Finish: Exterior concrete steps and ramps.

1.5 FIELD QUALITY CONTROL

- A. Testing: By Owner-engaged agency.
- B. Special Inspections: By Owner-engaged special inspector.

END OF SECTION 033000

**GENERIC SPECIFICATIONS FOR POLYMER-BASED
EXTERIOR INSULATION AND FINISH SYSTEM REPLACEMENT**

SECTION 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNIT PRICES ON FORM OF BID

END OF SECTION 004322

**GENERIC SPECIFICATIONS FOR POLYMER-BASED
EXTERIOR INSULATION AND FINISH SYSTEM REPLACEMENT**

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

A. Unit Price No. 25 – EIFS replacement, **xx** square feet or less:

1. Description: Replacement of deteriorated polymer-based exterior insulation and finish system panels according to Division 7 Section 'Polymer-Based Exterior Insulation and Finish System Replacement.'
2. Unit of Measurement: square feet.

B. Unit Price No. 26 – EIFS replacement, greater than **xx** square feet:

1. Description: Replacement of deteriorated polymer-based exterior insulation and finish system panels according to Division 7 Section 'Polymer-Based Exterior Insulation and Finish System Replacement.'
2. Unit of Measurement: square feet.

END OF SECTION 012200

**GENERIC SPECIFICATIONS FOR POLYMER-BASED
EXTERIOR INSULATION AND FINISH SYSTEM REPLACEMENT**

SECTION 072413 - POLYMER-BASED EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

1.1 QUALITY ASSURANCE

- A. Mockups for each form of construction and finish.

1.2 PERFORMANCE REQUIREMENTS

- A. EIFS Performance: ASTM E2568.
1. System Fire Performance: Fire-resistance rating of wall assembly.
 2. Impact Performance: ASTM E2568, **[Standard] [Medium] [High] [Ultra-High]** impact resistance.
- B. Performance of Prefabricated Panels: Engineering design by Contractor.

1.3 MATERIALS

- A. Flexible-Membrane Flashing: Cold-applied, self-adhering, self-healing, rubberized-asphalt and polyethylene-film composite.
- B. Insulation adhesive.
- C. Molded, (Expanded) Rigid Cellular Polystyrene Board Insulation: Comply with ASTM E2430.
1. Foam buildouts.
- D. Reinforcing Mesh: Alkali-resistant, glass-fiber mesh.
- E. Base coat.
- F. Water-resistant base coat.
- G. Primer.
- H. Finish Coat: **[Standard acrylic-based coating] [Standard acrylic-based coating with enhanced mildew resistance] [Siliconized acrylic-based coating] [Elastomeric coating] <Insert coating>**.
- I. Sealer: Clear acrylic-based sealer.
- J. Trim accessories.

1.4 PANEL FABRICATION

A. Panel Framing: Comply with Section 054000 "Cold-Formed Metal Framing."

B. Sheathing: Comply with Section 061600 "Sheathing."

1.5 SOURCE QUALITY CONTROL

A. Testing: Owner engaged.

1.6 INSTALLATION

A. Insulation: Adhered to substrate in compliance with ASTM C1397.

B. Expansion joints.

C. Water-Resistant Base Coat: Applied full-thickness coverage to exposed insulation and to exposed surfaces of sloped shapes, window sills, parapets, and foam buildouts.

D. Base Coat: Applied full-thickness coverage to exposed insulation and foam buildouts.

E. Reinforcing mesh.

F. Double-Layer Reinforcing-Mesh Application: Where needed to match existing construction.

G. Double Base-Coat Application: Where needed to match existing construction.

H. Primer: Applied over base coat.

I. Finish Coat: Applied over primed base coat.

J. Sealer Coat: Applied over finish coat.

1.7 INSTALLATION OF PREFABRICATED PANELS

A. Install by welding.

1.8 FIELD QUALITY CONTROL

A. Special Inspections: Owner engaged.

1. As stipulated in Ch. 17 of the IBC.

END OF SECTION 072413

GENERIC SPECIFICATIONS FOR FLUID-APPLIED WATERPROOFING

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-518.

1.2 UNIT PRICES

- A. REFER TO UNIT PRICES ON FORM OF BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR FLUID-APPLIED WATERPROOFING

SECTION 012200 - UNIT PRICES

1.1 UNIT PRICES

A. Unit Price No. 36 – Balcony slab waterproofing:

1. Description: Installation of waterproofing membrane on concrete balcony slabs in accordance with Division 7 Section 'Cold Fluid-Applied Waterproofing'.
2. Unit of Measurement: square feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR FLUID-APPLIED WATERPROOFING

SECTION 071416 - COLD FLUID-APPLIED WATERPROOFING

1.1 QUALITY ASSURANCE

- A. Mockups.

1.2 WARRANTY

- A. Watertightness Warranty: Five years.
- B. Installer's Warranty: Two years. Includes overburden removal and replacement.

1.3 MATERIALS

- A. Single-component, modified polyurethane waterproofing.

1.4 FIELD QUALITY CONTROL

- A. Manufacturer's field service engaged to inspect conditions and installation.

END OF SECTION 071416

GENERIC SPECIFICATIONS FOR BRICK REPLACEMENT

SECTION 042613 - MASONRY VENEER

1.1 MATERIALS

- A. Clay Face Brick:
 - 1. Color and Texture: As selected by Architect to match existing building brick.
- B. Ties and Anchors: Galvanized steel.
 - 1. Corrugated-metal ties.
 - 2. Adjustable anchors for connecting to structural steel framing.
 - 3. Adjustable anchors for connecting to concrete.
 - 4. Adjustable Masonry-Veneer Anchors: Screw attached.
- C. Embedded Flashing:
 - 1. All Flashing: Stainless steel.
 - 2. Partially Exposed Flashing: Stainless steel.
 - 3. Concealed (Flexible) Flashing: Copper laminated.
 - a. Used with stainless steel drip edge.
- D. Weep/Vent Holes: cellular plastic.
- E. Cavity drainage material.
- F. Mortar:
 - 1. Portland cement-lime mortar.
 - 2. Pigmented mortar for exposed mortar joints.

1.2 INSTALLATION

- A. Match existing masonry coursing, bonding, color, and texture.
- B. Bond Pattern: Running bond or as required to match existing bond pattern.
- C. Clean masonry waste recycled as fill material.

1.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner engaged.

END OF SECTION 042613

GENERIC SPECIFICATIONS FOR REPOINTING

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNITS PRICES ON FORM BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR REPOINTING

SECTION 012200 - UNIT PRICES

1.1 UNIT PRICES

- A. Unit Price No. 31 - Brick repointing, xx square feet or less:
 - 1. Description: Repointing of brick mortar joints according to Division 4 Section 'Unit Masonry Repointing'.
 - 2. Unit of Measurement: square feet.
- B. Unit Price No. 32 - Brick repointing, greater than xx square feet:
 - 1. Description: Repointing of brick mortar joints according to Division 4 Section 'Unit Masonry Repointing'.
 - 2. Unit of Measurement: square feet.
- C. Unit Price No. 33 - CMU repointing, xx square feet or less:
 - 1. Description: Repointing of CMU mortar joints according to Division 4 Section 'Unit Masonry Repointing'.
 - 2. Unit of Measurement: square feet.
- D. Unit Price No. 34 - CMU repointing, greater than xx square feet:
 - 1. Description: Repointing of CMU mortar joints according to Division 4 Section 'Unit Masonry Repointing'.
 - 2. Unit of Measurement: square feet.
- E. Unit Price No. 35 - Stone repointing:
 - 1. Description: Repointing of stone mortar joints according to Division 4 Section 'Unit Masonry Repointing'.
 - 2. Unit of Measurement: linear feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR REPOINTING

SECTION 040323 - UNIT MASONRY REPOINTING

1.1 ALLOWANCES

- A. Allowances: Preconstruction testing and repointing.

1.2 UNIT PRICES

- A. Unit prices for estimated quantities.

1.3 QUALITY ASSURANCE

- A. Mockups for each type of repointing work.

1.4 PRECONSTRUCTION TESTING

- A. Preconstruction testing service engaged by Owner to perform testing on existing masonry units and mortar.

1.5 MATERIALS

- A. Mortar: Portland cement-lime mortar colored by pigment to match existing.
- B. Sealant: Single-component, nonsag urethane sealant.
- C. Ground-mortar-aggregate joint dressing.

1.6 EXECUTION

- A. Masonry repointed with mortar and sealant where indicated.
- B. Final cleaning if overall cleaning occurs before repair work.

1.7 FIELD QUALITY CONTROL

- A. Testing Agency: Owner engaged.

END OF SECTION 040323

SECTION 061000 ROUGH CARPENTRY

SECTION 061000 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract and Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Wood blocking, cants, and nailers.
 - 2. Wood furring and grounds.
 - 3. Plywood backing panels.
 - a. Provide backing panels coordinating size, locations, and equipment mounting requirements with the telecommunications and electrical equipment.

1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NHLA: National Hardwood Lumber Association.
 - 3. NLGA: National Lumber Grades Authority.
 - 4. SPIB: The Southern Pine Inspection Bureau.
 - 5. WCLIB: West Coast Lumber Inspection Bureau.
 - 6. WWPAA: Western Wood Products Association.

1.4 SUBMITTALS

- A. LEED Submittal Form: Complete and include total material cost (cost of product to project, excluding installation labor and equipment). Provide documentation supporting claims on the LEED Submittal Form. Documentation can include written statements on the manufacturer's letterhead, certificates, or product data sheets. This includes items such as Environmental Product Declarations, Health Product Declarations and other third-party certifications as indicated by credits pursued on the LEED scorecard and requirements listed in Section 018113 – Sustainable Design Requirements.
- B. Composite Wood Submittal: Composite Wood Evaluation Documentation: Evidence of Compliance of "No Added Formaldehyde (NAF)" or "Ultra-Low-Emitting Formaldehyde (ULEF)."
- C. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.

SECTION 061000 ROUGH CARPENTRY

3. For fire-retardant treatments specified to be High-Temperature (HT) type include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- D. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Preservative-treated wood.
 2. Fire-retardant-treated wood.
 3. Power-driven fasteners.
 4. Powder-actuated fasteners.
 5. Expansion anchors.
 6. Metal framing anchors.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Deliver interior wood materials that are to be exposed to view only after building is enclosed and weatherproof, wet work other than painting is dry, and HVAC system is operating and maintaining temperature and humidity at occupancy levels.

PART 2 – PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 4. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWP C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWP C31 with inorganic boron (SBX).

SECTION 061000 ROUGH CARPENTRY

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- D. Application: Treat items indicated on Drawings, and the following:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 4. Wood framing members that are less than 18 inches above the ground in crawl spaces or unexcavated areas.
 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Comply with performance requirements of FRTW that has a flame spread of 25 or less and complies with ASTM E84.
1. Use treatment that does not promote corrosion of metal fasteners.
 2. Use Exterior type for exterior locations and where indicated.
 3. Use Interior Type A, unless otherwise indicated.
- B. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- C. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- D. Application: Treat all miscellaneous carpentry, unless otherwise indicated to be preservative treated.

2.4 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness.
- B. Dimension Lumber Framing: No. 2 grade and any of the following species:

SECTION 061000 ROUGH CARPENTRY

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 1. Blocking.
 2. Nailers.
 3. Cants.
 4. Furring.
 5. Grounds.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 15 percent maximum moisture content and any of the following species:
 1. Hem-fir (north); NLGA.
 2. Mixed southern pine; SPIB.
 3. Spruce-pine-fir; NLGA.
 4. Hem-fir; WCLIB, or WWPA.
 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
- C. For exposed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:
 1. Eastern white pine, Idaho white, lodgepole, ponderosa, or sugar pine; Premium or
 2. Common (Sterling) grade; NeLMA, NLGA, WCLIB, or WWPA.
 3. Mixed southern pine, No. 1 grade; SPIB.
 4. Hem-fir or hem-fir (north), Select Merchantable or No. 1 Common grade; NLGA, WCLIB, or WWPA.
 5. Spruce-pine-fir (south) or spruce-pine-fir, Select Merchantable or No. 1 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
- D. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
 1. Mixed southern pine, No. 2 grade; SPIB.
 2. Hem-fir or hem-fir (north), Construction or 2 Common grade; NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 4. Eastern softwoods, No. 2 Common grade; NELMA.
 5. Northern species, No. 2 Common grade; NLGA.
 6. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

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2.6 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.
- B. Provide backing panels coordinating size, locations, and equipment mounting requirements with the telecommunications and electrical equipment.
- C. Composite Wood Product Requirement- Part 2.

2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, fire retardant treated, dissimilar materials, or in area of high relative humidity, provide fasteners as recommended by pressure-preservative or fire retardant treatment manufacturer.
 - a. Where fasteners are in contact with dissimilar materials or metals, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened..
- E. Lag Bolts: ASME B18.2.1.
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material for Fasteners installed in conditioned (heated and air-conditioned) interior spaces: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material for Fasteners installed in exterior and unconditioned (heated only, or ventilated only) interior spaces: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

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2.8 MISCELLANEOUS MATERIALS

- A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
 - 1. Use adhesives that have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- C. Do not splice structural members between supports, unless otherwise indicated.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- E. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.
- F. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- H. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
- I. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

SECTION 061000 ROUGH CARPENTRY

3.1.1 WOOD GROUND, SLEEPER, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.1.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA registered label.

END OF SECTION 061000

SECTION 05 40 00

COLD-FORMED METAL FRAMING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Structural metal framing:
 - 1. Cold-formed metal framing for walls.
 - 2. Bridging, bracing, clips and accessories.

1.2 RELATED SECTIONS

- A. Section 00 61 60 - Sheathing.

1.3 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM A 1003 - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members.
- B. American Iron and Steel Institute (AISI) - Standard for Cold-Formed Steel Framing General Provisions.
- C. American Iron and Steel Institute (AISI) - North American Specification for the Design of Cold-Formed Steel Structural Members.
- D. American Welding Society (AWS) D.1.3 - Structural Welding Code - Sheet Steel.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Manufacturer's certification of product compliance with codes and standards.
 - 2. Preparation instructions and recommendations.
 - 3. Storage and handling requirements and recommendations.
 - 4. Installation methods.

C. Structural Calculations: Submit structural calculations prepared by manufacturer for approval. Submittal shall be sealed by a professional engineer registered in the state of the project.

1. Description of design criteria.
2. Engineering analysis depicting stress and deflection (stiffness) requirements for each framing application.
3. Selection of framing components, accessories and welded connection requirements.
4. Verification of attachments to structure and adjacent framing components.
5. Engineer shall have a minimum of 5 years' experience with projects of similar scope.

D. Shop Drawings:

1. Submit shop drawings prepared by the cold-formed metal framing manufacturer showing plans, sections, elevations, layouts, profiles and product component locations, including anchorage, bracing, fasteners, accessories and finishes.
2. Show connection details with screw types and locations, weld lengths and locations, and other fastener requirements.
3. Where prefabricated or pre-finished panels are to be provided, provided drawings depicting panel configurations, dimensions and locations.
4. Shop Drawings shall be signed and sealed by a registered PE (professional cold-formed specialty engineer) registered in the state of the project.

E. Sustainable Design Submittals:

1. LEED v4 Submittals:
 - a. MR Credit: Building Product Disclosure and Optimization - Environmental Product Declarations: Provide Type III EPDs from manufacturers that have third-party verified environmental impact data.
 - b. MR Credit: Building Product Disclosure and Optimization - Sourcing of Raw Materials: Provide recycled content of products showing the percentage of postconsumer and/or pre-consumer recycled content by weight and its associated cost.
 - c. MR Credit: Building Product Disclosure and Optimization - Material Ingredients: Provide Health Product Declarations (HPDs) from manufacturers with full disclosure of known hazards in compliance with the Health Product Declaration Open Standard.
 - d. MR Credit: Construction and Demolition Waste Management: Include a statement indicating percentage of materials diverted from disposal in landfills and incinerators, and where recyclable resources are directed back to the manufacturing process.

1.5 QUALITY ASSURANCE

- A. Contractor shall provide effective, full time quality control over all fabrication and erection complying with the pertinent codes and regulations of government agencies having jurisdiction.
- B. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
- C. Welding Standards: Comply with applicable provisions AWS D1.1 "Structural Welding Code - Steel" and AWS D1.3 "Structural Welding Code-Sheet Steel."
- D. Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure."

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Handling: Handle materials to avoid damage.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.9 SEQUENCING

- A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Mill Steel Framing, which is located at: 2905 Lucerne Dr. S.E.; Grand Rapids, MI 49546; Toll Free Tel: 877-369-4252.
- B. Requests for substitutions will be considered in accordance with provisions of Section 016000.

2.2 STRUCTURAL STUDS

A. Design Requirements:

1. Design steel in accordance with American Iron and Steel Institute Publication "Specification for the Design of Cold-Formed Steel Structural Members", except as otherwise detailed or required.
2. Design Loads: As indicated on the Structural Drawings.
3. Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change (range) of 120 degrees F (67 degrees C).
4. Design framing system to accommodate deflection of primary building structure and construction tolerances.
5. Design exterior non-load-bearing curtain wall framing to accommodate lateral deflection without regard to contribution of sheathing materials.

B. Materials:

1. Cold-Formed Steel Sheet: Complying with ASTM A 1003/A 1003M; unless indicated otherwise.
2. Galvanized Coating: G60 coating weight minimum, complying with ASTM C 955.

C. Structural Studs: Cold-formed galvanized steel C-studs as manufactured by Mill Steel Framing.

1. Size: 1-3/8 inch (35 mm) flange width, 3/8 inch (9.5 mm) returns, and web depth as indicated on drawing.
2. Size: 1-5/8 inch (41 mm) flange width, 1/2 inch (12.7 mm) returns, and web depth as indicated on drawings.
3. Size: 2 inches (51 mm) flange width, 5/8 inch (15.9 mm) returns, and web depth as indicated on drawings.
4. Sizes: As indicated on drawings.
5. Web Depth: 3-5/8 inches (92 mm) 362 depth.
6. Web Depth: 4 inches (102 mm) 400 depth.
7. Web Depth: 6 inches (152.4 mm) 600 depth.
8. Web Depth: 8 inches (203 mm) 800 depth.
9. Web Depth: 10 inches (254 mm) 1000 depth.
10. Web Depth: 12 inches (305 mm) 1200 depth.
11. Web Depth: As indicated on drawings.
12. Minimum Yield Strength: 50 ksi (345 MPa).
13. Design Thickness: 18 gauge, 43 mil (1.09 mm).

B. Structural Runner Track: Cold formed galvanized steel sheet.

1. Flange Length: 1-1/4 inches (32 mm).
2. Flange Length: 2 inches (51 mm).
3. Web Depth: 2-1/2 inches (64mm) 250 depth.
4. Web Depth: 3-5/8 inches (92mm) 362 depth.
5. Web Depth: 4 inches (102mm) 400 depth.
6. Web Depth: 6 inches (152.4mm) 600 depth.
7. Web Depth: Track Web Size to match stud web size.
8. Minimum Yield Strength: 50 ksi (345 MPa).
9. Design Thickness: 18 gauge, 43 mil (1.09 mm).

E. Framing Component Accessories: Provide the following accessories as required for a complete system.

1. Flat strapping.
2. Angles, plates, sheets.
3. Custom brake-formed shapes.

F. Fasteners: Self-drilling, self-tapping screws; Steel, complying with ASTM C 1513; Galvanized coating, plated or oil-phosphate coated complying with ASTM B 633 as needed for required corrosion resistance.

G. Touch-Up Paint: Complying with ASTM A 780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings. Zinc rich, containing 95-percent metallic zinc, ZRC 350 as manufactured by ZRC Worldwide, Marshfield, MA.

2.3 ACCESSORIES

A. Sheet steel accessories as manufactured by Mill Steel Framing.

B. U Channel: Cold-formed galvanized steel.

1. Designation and size as indicated on the drawings.
2. Designation: galvanized, 16 gauge, 0.0538 inch (1.37 mm) steel thickness, 3/4 inches (19.1 mm) size.
3. Designation: galvanized, 16 gauge, 0.0538 inch (1.37 mm) steel thickness, 1-1/2 inches (38 mm) size.
4. Designation: galvanized, 16 gauge, 0.0538 inch (1.37 mm) steel thickness, 2 inches (51 mm) size.

C. Metal Trims: Cold-formed galvanized steel corner angle.

1. Size: 1.5 inches by 1.5 inches (38 mm by 38 mm).
2. Size: 2 inches by 2 inches (51 mm by 51 mm).

3. Size: 3 inches by 3 inches (76 mm by 76 mm).
4. Size: 4 inches by 4 inches (102 mm by 102 mm).
5. Size: 6 inches by 6 inches (152 mm by 152 mm).
6. Gage: 25 ga (.0179 inch).
7. Gage: 20 ga (.0298 inch).
8. Gage: 18 ga (.0428 inch).
9. Gage: 16 ga (.0538 inch).
10. Gage: 14 ga (.0677 inch).
11. Material: G40. Yield (Fy): 33 ksi.
12. Material: G40. Yield (Fy): 50 ksi.
13. Material: G60. Yield (Fy): 33 ksi.
14. Material: G60. Yield (Fy): 50 ksi.

C. Furring Channel: Cold-formed galvanized steel in conformance with AISI's North American Specifications for Design of Cold-Formed Steel Structural Members.

1. Designation: 18 gauge, 0.0428 inch (1.08 mm) sheet thickness, 7/8 inch (22 mm) height.
2. Designation: 25 gauge, 0.0179 inch (0.45 mm) sheet thickness, 1-1/2 inches (38 mm) height.
3. Designation: 20 gauge, 0.0296 inch (0.75 mm) sheet thickness, 1-1/2 inches (38 mm) height.
4. Designation: 18 gauge, 0.0428 inch (1.08 mm) sheet thickness, 1-1/2 inches (38 mm) height.

E. Metal Strap: Cold-formed galvanized steel.

1. Size: 1-1/2 inches (38 mm).
2. Size: 2 inches (51 mm).
3. Size: 3 inches (76 mm).
4. Size: 4 inches (102 mm).
5. Size: 6 inches (152 mm).
6. Size: 8 inches (203 mm).
7. Size: 10 inches (254 mm).
8. Size: 12 inches (305 mm).
9. Gage: 20 ga (.0298 inch).
10. Gage: 18 ga (.0428 inch).
11. Material: G40. Yield (Fy): 33 ksi.
12. Material: G40. Yield (Fy): 50 ksi.
13. Material: G60. Yield (Fy): 33 ksi.
14. Material: G60. Yield (Fy): 50 ksi.

F. Resilient Furring Channels: Steel sheet members designed to reduce sound transmissions.

1. Product: RFC1 (25 ga).
2. Description: 1/2 inch by 1.25 inches by 2 inches (13 mm by 32 mm by 51 mm).

- G. Slotted Deflection Track: Cold-formed galvanized steel in conformance with AISI's Specifications for Design of Cold-Formed Steel Members.
 - 1. Designation and web size as indicated on the drawings.
 - 4. Minimum Delivered Thickness: 18 gauge, 0.0428 inch (1.09 mm).
 - 5. Standard leg 2-1/2 inches (64 mm).
 - 6. Standard Vertical Slot of 1-1/2 inches (38 mm) in leg.
 - 7. Minimum yield strength of 50 ksi in 14 gauge (1.72 mm) and minimum yield strength of 33 ksi in 16 gauge (1.37 mm) and lighter. G60 coating except G40 on 25 ga (0.45 mm).
- I. "Z" Furring Channel: Cold-formed galvanized steel.
 - 1. Size: 1 inch (25 mm).
 - 2. Size: 1.5 inches (38 mm).
 - 3. Size: 2 inches (51 mm).
 - 4. Size: 2.5 inches (64 mm).
 - 5. Material: G40. Yield (Fy): 33 ksi.

2.4 FABRICATION

- A. General: Framing components may be pre-assembled into panels prior to erecting.
 - 1. Fabricate panels square, with components attached in a manner so as to prevent racking or distortion.
 - 2. Cut all framing components squarely for attachment to perpendicular members, or as required for an angular fit against abutting members. Hold members positively in place until properly fastened.
 - 3. Provide insulation as specified elsewhere in all double jamb studs and double header members, which will not be accessible to the insulation contractor.
- B. Axially Loaded Studs: Install axial loaded studs with full bearing against inside track web (1/8 inch (3.2 mm) maximum gap) prior to stud and track attachment. Splices in axially loaded studs are not permitted.
- C. Fasteners: Fasten components using self-tapping screws or welding.
- D. Welding: Welding is permitted on 18 gauge or heavier material only. Specify welding configuration and size on the Structural Calculation submittal. Qualify welding operators in accordance with Section 6.0 of AWS D.1.3. Touch up all welds with zinc-rich paint in compliance with ASTM A 780.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 STRUCTURAL FRAMING INSTALLATION

A. General Erection Requirements:

- 1. Install cold-formed framing in accordance with requirements of ASTM C 1007.
- 2. Weld in compliance with AWS D.1.3.
- 3. Install in compliance with applicable sections of the AISI's Standard for Cold-Formed Steel Framing General Provisions.

B. Wall Systems:

- 1. Erect framing and panels plumb, level and square in strict accordance with approved shop drawings.
- 2. Handle and lift prefabricated panels in a manner so as not to cause distortion in any member.
- 3. Anchor runner track securely to the supporting structure as shown on the erection drawings. Install concrete anchors only after full compressive strength has been achieved. Provide a sill sealer or gasket barrier between all concrete and steel connections.
- 4. Butt all track joints. Securely anchor abutting pieces of track to a common structural element, or butt-weld or splice them together.
- 5. Align and plumb studs, and securely attach to the flanges or webs of both upper and lower tracks except when vertical movement is specified.
- 6. Install jack studs or cripples below window sills, above window and door heads, at freestanding stair rails and elsewhere to furnish support, securely attached to supporting members.
- 7. Attach wall stud bridging in a manner to prevent stud rotation. Space bridging rows according to manufacturer's recommendations.
- 8. Frame wall openings to include headers and supporting studs as shown in the drawings.
- 9. Provide temporary bracing until erection is completed.
- 10. Provide stud walls at locations indicated on plans as "shear walls" for frame stability and lateral load resistance.
- 11. Where indicated in the drawings, provide for structural vertical movement using a vertical slide clip or other means in accordance with manufacturer's recommendations.

C. Steel Joists:

- 1. Locate joists directly over bearing studs within 3/4 inch (19 mm) or provide a suitable load distribution member at the top track.
- 2. Provide web stiffeners at reaction points where indicated in drawings.
- 3. Provide joist bridging as shown in drawings.

4. Provide end blocking where joist ends are not otherwise restrained from rotation.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 05 40 00

SECTION 06 16 60 - SHEATHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Wall sheathing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
 - 3. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.
 - 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 - 5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For following products, from ICC-ES:
 - 1. Preservative-treated plywood.
 - 2. Fire-retardant-treated plywood.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or GA-600, "Fire Resistance Design Manual."

2.2 WOOD PANEL PRODUCTS

- A. Plywood: DOC PS 1.
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

2.3 PRESERVATIVE-TREATED PLYWOOD

- A. Preservative Treatment by Pressure Process: AWPAC U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

- B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.
- C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.4 FIRE-RETARDANT-TREATED PLYWOOD

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
 - 1. Use treatment that does not promote corrosion of metal fasteners.
 - 2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
 - 3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified. For roof sheathing and where high-temperature fire-retardant treatment is indicated, span ratings for temperatures up to 170 deg. °F shall be not less than span ratings specified.
- C. Kiln-dry material after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.
- E Application: Treat plywood indicated on Drawings, and the following:
 - 1. Roof sheathing.

2.5 WALL SHEATHING

- A. Plywood Wall Sheathing: Exterior sheathing.
 - 1. Span Rating: Not less than 16/0.
 - 2. Nominal Thickness: As indicated but not less than 1/2 inch.

B. Glass-Mat Gypsum Wall Sheathing: ASTM C 1177/1177M.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. CertainTeed Corporation.
 - b. Georgia-Pacific Building Products.
 - c. United States Gypsum Company.
2. Type and Thickness: Type X, 5/8 inch thick.
3. Size: 48 by 96 inches for vertical installation.

C. Cementitious Backer Units: ASTM C 1325, Type A.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. United States Gypsum Company.
2. Thickness: 5/8 inch or as indicated.

2.6 ROOF SHEATHING

A. Plywood Roof Sheathing: Exterior sheathing.

1. Span Rating: Not less than 16/0.
2. Nominal Thickness: As indicated but not less than 1/2 inch.

2.7 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. For roof and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

- E. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
 - 1. For wall and roof sheathing panels, provide screws with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
- F. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached, with organic-polymer or other corrosion-protective coating having a salt-spray resistance of more than 800 hours according to ASTM B 117.
 - 1. For steel framing less than 0.0329 inch thick, use screws that comply with ASTM C 1002.
 - 2. For steel framing from 0.033 to 0.112 inch thick, use screws that comply with ASTM C 954.

2.8 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

- A. Sealant for Glass-Mat Gypsum Sheathing: Refer to Section 07 2726 "Fluid-Applied Membrane Air Barriers".

2.9 MISCELLANEOUS MATERIALS

- A. Adhesives for Field Gluing Panels to Framing: Formulation complying with APA AFG-01 and ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

PART 3 - EXECUTION

3.1 INSTALLATION,

GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

- C. Securely attach to substrate by fastening as indicated, complying with the following: 1. NES NER-272 for power-driven fasteners. 2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
- D. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Wall and Roof Sheathing:
 - a. Screw to cold-formed metal framing.
 - b. Space panels 1/8 inch apart at edges and ends.

3.3 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and with manufacturer's written instructions.
 - 1. Fasten gypsum sheathing to cold-formed metal framing with screws.
 - 2. Install boards with a 3/8-inch gap where non-load-bearing construction abuts structural elements.
 - 3. Install boards with a 1/4-inch gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.
- C. Vertical Installation: Install board vertical edges centered over studs. Abut ends and edges of each board with those of adjacent boards. Attach boards at perimeter and within field of board to each stud.

1. Space fasteners approximately 8 inches o.c. and set back a minimum of 3/8 inch from edges and ends of boards.
- D. Seal sheathing joints according to Fluid-Applied membrane Air Barrier manufacturer's written instructions.

3.4 CEMENTITIOUS BACKER UNIT INSTALLATION

- A. Install panels and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated.

END OF SECTION 06 16 00

GENERIC SPECIFICATIONS FOR STONE REPLACEMENT

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNIT PRICES ON FORM OF BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR STONE REPLACEMENT

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

A. Unit-Price No. 10: Stone replacement:

1. Description: Replacement of cracked, spalled, or missing stone units according to Division 4 Section 'Exterior Stone Cladding'.
2. Unit of Measurement: each.

B. Unit-Price No. 11: Anchored stone veneer replacement, xx square feet or less:

1. Description: Replacement of cracked, spalled, or missing stone veneer according to Division 4 Section 'Anchored Stone Masonry Veneer'.
2. Unit of Measurement: square feet.

C. Unit-Price No. 12: Anchored stone veneer replacement, greater than xx square feet:

1. Description: Replacement of cracked, spalled, or missing stone veneer according to Division 4 Section 'Anchored Stone Masonry Veneer'.
2. Unit of Measurement: square feet.

D. Unit-Price No. 13: Cast stone unit replacement:

1. Description: Replacement of cracked, spalled, or missing stone units with cast stone units according to Division 4 Section 'Cast Stone Masonry'.
2. Unit of Measurement: each.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR STONE REPLACEMENT

SECTION 044200 - EXTERIOR STONE CLADDING

1.1 SUMMARY

A. Dimension Stone:

1. Panels set with individual anchors.
2. Panels mechanically anchored on prefabricated [steel trusses] [steel strongback frames] [and] [steel stud frames].
3. Panels mechanically anchored (field installed) on a metal-grid system.
4. Panels set in architectural precast concrete.
5. Panels glazed into aluminum curtain-wall framing system.
6. Trim units, including [bands] [copings] [sills] [jambs] [and] [soffits].
7. Units with carving or inscriptions [cut and carved] [abrasively etched] [laser etched].

1.2 QUALITY ASSURANCE

A. Sample unit for exposed stone cladding.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Stone Testing: [Contractor] [Owner]-engaged agency.

1. Physical property tests.
2. Flexural strength tests.
3. Anchorage tests.
4. Anchorage mockup tests.

1.4 SUSTAINABILITY REQUIREMENTS

A. [LEED 2009 NC] [LEED 2009 CI] [LEED 2009 CS] [LEED 2009 for Schools] [LEED v4] [IgCC] [ASHRAE 189.1] [Green Globes]:

1. Regional materials.

1.5 PERFORMANCE REQUIREMENTS

A. Structural Performance: Contractor to design stone cladding system.

1.6 MATERIALS

A. Granite <Insert drawing designation>: <Insert name of variety and producer, distributor, or importer>.

1. Description: [Fine] [Medium]-grained, [white] [pink] [gray] [black] <Insert color> stone[without veining].
 2. Finish: [Polished] [Honed] [Thermal] [As indicated] [Match Architect's sample] <Insert finish>.
 3. Minimum Thickness: [3/4 inch] [30 mm] [1-1/4 inches] [1-5/8 inches] [2 inches].
- B. Limestone <Insert drawing designation>: [Indiana oolitic limestone] <Insert name of variety and producer, distributor, or importer>.
1. Indiana Oolitic Limestone Grade and Color: [Select, buff] [Select, gray] [Standard, buff] [Standard, gray] [Rustic, buff] [Rustic, gray] [Variegated].
 2. Finish: [Smooth] [Sand rubbed] [Machine tooled, four bats per 1 inch] [Machine tooled, six bats per 1 inch] [Machine tooled, eight bats per 1 inch] [As indicated] [Match Architect's sample] <Insert finish>.
 3. Minimum Thickness: [1-1/4 inches] [2 inches] [2-1/2 inches] [3 inches] [4 inches].
- C. Marble <Insert drawing designation>: <Insert name of variety and producer, distributor, or importer>.
1. Description: Fine- to medium-grained, [white] <Insert color> stone with slight veining.
 2. Finish: [Polished] [Honed] [As indicated] [Match Architect's sample] <Insert finish>.
 3. Minimum Thickness: [1 inch] [30 mm] [1-1/4 inches] [1-5/8 inches] [2 inches].
- D. Quartz-Based Stone <Insert drawing designation>: <Insert name of variety and producer, distributor, or importer>.
1. Finish: [Sand rubbed] [Natural cleft] [Thermal] [As indicated] [Match Architect's sample] <Insert finish>.
 2. Minimum Thickness: [2 inches] [2-1/2 inches] [3 inches] [4 inches].
- E. Serpentine <Insert drawing designation>: <Insert name of variety and producer, distributor, or importer>.
1. Finish: [Polished] [Honed] [As indicated] [Match Architect's sample] <Insert finish>.
 2. Minimum Thickness: [1 inch] [30 mm] [1-1/4 inches] [1-5/8 inches] [2 inches].
- F. Slate <Insert drawing designation>: <Insert name of variety and producer, distributor, or importer>.
1. Color: [Black] [Blue-black] [Gray] [Blue-gray] [Green] [Purple] [Mottled purple and green] [Red].
 2. Finish: [Honed] [Sand rubbed] [Natural cleft] [As indicated] [Match Architect's sample] <Insert finish>.
 3. Minimum Thickness: [1 inch] [1-1/4 inches] [1-1/2 inches].
- G. Travertine <Insert drawing designation>: <Insert name of variety and producer, distributor, or importer>.
1. Finish: [Polished] [Honed] [As indicated] [Match Architect's sample] <Insert finish>.
 2. Minimum Thickness: [1 inch] [30 mm] [1-1/4 inches] [1-5/8 inches] [2 inches].

- H. Other Stone <Insert drawing designation>: <Insert name of variety and producer, distributor, or importer>.
1. Finish: [Polished] [Honed] [Sand rubbed] [Natural cleft] [As indicated] [Match Architect's sample] <Insert finish>.
 2. Minimum Thickness: [2 inches] [2-1/2 inches] [3 inches] [4 inches].
- I. Framing for Backup Structure:
1. Steel Plates, Shapes, and Bars: [Hot-dip galvanized after fabrication] [Alkyd primer] [Alkyd primer and alkyd-enamel topcoat] [High-performance coating system].
 2. Slotted Channel Framing: [Hot-dip galvanized] [Pregalvanized] steel.
 3. Cold-Formed Metal Framing: Galvanized.
 4. Metal-Grid System Struts: [Hot-dip galvanized] [Pregalvanized] steel.
- J. Anchors: [Stainless steel] [Extruded aluminum].
1. Shelf Angles: [Stainless steel] [Hot-dip galvanized steel] [Extruded aluminum].
- K. Joints: [Pigmented mortar] [Colored aggregate mortar] [Natural color mortar] [Mortar filled and sealant pointed] [Sealant filled].

1.7 SOURCE QUALITY CONTROL

- A. Source Quality-Control Testing Service: [Contractor] [Owner]-engaged agency.
1. Flexural Strength Tests: One set of tests for every [10,000 sq. ft.] [5000 sq. ft.] [3000 sq. ft.].

END OF SECTION 044200

GENERIC SPECIFICATIONS FOR STONE REPLACEMENT

SECTION 044313.13 - ANCHORED STONE MASONRY VENEER

1.1 QUALITY ASSURANCE

- A. Sample unit for exposed stone veneer.

1.2 MATERIALS

- A. Granite:
 - 1. As selected by Architect to match existing stone veneer for color, finish, and aesthetic effects.
- B. Limestone:
 - 1. As selected by Architect to match existing stone veneer for color, finish, and aesthetic effects.
- C. Quartz-Based Stone:
 - 1. As selected by Architect to match existing stone veneer for color, finish, and aesthetic effects.
- D. Veneer Anchors: Hot-dip galvanized steel.
- E. Stone Trim Anchors: Stainless steel.
- F. Weep Holes/Vents: Wicking material, plastic tubing or mesh, painted aluminum or vinyl weep holes/vents, or open head joints as selected by Architect to match existing.
- G. Cavity drainage material.
- H. Mortar:
 - 1. Setting Mortar: Natural color, pigmented, or colored aggregate as selected by Architect to match existing mortar.
 - 2. Pointing Mortar: Natural color, pigmented, or colored aggregate as selected by Architect to match existing mortar.
- I. Stone Fabrication:
 - 1. Thickness: 4 inches or as required to match existing stone veneer.
 - 2. Finish: As selected by Architect to match existing stone veneer.

1.3 INSTALLATION

- A. Pattern: As selected by Architect to match existing stone veneer.

- B. Joints: As selected by Architect to match existing stone veneer.
- C. Anchored Stone Masonry: As selected by Architect to match existing stone veneer.

END OF SECTION 044313.13

GENERIC SPECIFICATIONS FOR STONE REPLACEMENT

SECTION 047200 - CAST STONE MASONRY

1.1 SUMMARY

- A. Wall panels.
- B. Trim units.
- C. Decorative elements.
- D. Accessories.

1.2 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer of cast stone units similar to those indicated for this Project.
- B. Sample unit for exposed stone masonry.

1.3 MATERIALS

- A. Cast-Stone Units: ASTM C1364.
- B. Embedded Anchors: Stainless steel.
- C. Mortar: Portland cement and lime.
 - 1. Coloring: Plain mortar, Pigmented mortar, or Colored-aggregate mortar as selected by Architect to match existing stone masonry.

1.4 SOURCE QUALITY CONTROL

- A. Testing Agency: Contractor engaged to test according to ASTM C1364.

1.5 INSTALLATION

- A. Cast stone set in mortar.
- B. Mechanically anchored cast stone with sealant-filled joints.

END OF SECTION 047200

GENERIC SPECIFICATIONS FOR STUCCO REPLACEMENT

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Project Name: Repair Specifications at Various HACP Properties.
- B. Project Location: Various HACP Sites.
- C. Owner: Housing Authority of the City of Pittsburgh.
- D. Owner Project Number: MGMT #7951 / BPO #3824.
- E. Architect: Architectural Innovations.
- F. Architect Project Number: 20-581.

1.2 UNIT PRICES

- A. REFER TO UNIT PRICES ON FORM OF BID.

END OF DOCUMENT 004322

GENERIC SPECIFICATIONS FOR STUCCO REPLACEMENT

SECTION 012200 - UNIT PRICES

1.1 LIST OF UNIT PRICES

A. Unit-Price No. 14: Stucco replacement, xx square feet or less:

1. Description: Replacement of deteriorated stucco according to Division 9 Section 'Cement Plastering'.
2. Unit of Measurement: square feet.

B. Unit-Price No. 15: Stucco replacement, greater than xx square feet:

1. Description: Replacement of deteriorated stucco according to Division 9 Section 'Cement Plastering'.
2. Unit of Measurement: square feet.

END OF SECTION 012200

GENERIC SPECIFICATIONS FOR STUCCO REPLACEMENT

SECTION 092400 - CEMENT PLASTERING

1.1 QUALITY ASSURANCE

- A. Mockups for each finish.

1.2 MATERIALS

- A. Expanded-Metal Lath: ASTM C847.
- B. Welded-wire fabric lath.
- C. Accessories:
 - 1. Foundation weep screed.
 - 2. Cornerite.
 - 3. External- (Outside-) corner reinforcement.
 - 4. Metal Trim: Zinc or zinc-coated (galvanized) steel.
 - 5. Plastic trim.
- D. Fiber for base coat.
- E. Bonding compound.
- F. Sound-attenuation blankets.
- G. Colorants for job-mixed finish coats.
- H. Exposed aggregates for finish coats.
- I. Finish Coats: **[Ready mixed] [Acrylic based] [Job mixed]**.
- J. Plaster Mixes: ASTM C926.

1.3 INSTALLATION

- A. Plaster Finishes: Match existing adjacent finish.

END OF SECTION 092400

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT N

**Special Provisions – Documents Required for Payment
(determined per task order)**



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

SPECIAL PROVISIONS

Facade Improvements Authority Wide

Documents Required for Payment

HACP Contract No.: 600-04-21

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

Request for Proposals

FACADE IMPROVEMENTS AUTHORITY WIDE

ATTACHMENT O

Non-Collusion Affidavit

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 proposal for
(Bidder Name)

Facade Improvements Authority Wide
(Project Name)

600-04-21
(HACP Contract No.)

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

(Signature and Date)

Subscribed and sworn to before me

this _____ day of _____, 20__

My Commission expires _____, 20__