



**Housing Authority
City of Pittsburgh**

PROJECT MANUAL

**Murray Tower Comprehensive Rehabilitation Project,
AMP-31**

IFB for Contract No. 600-08-26 REBID

GENERAL CONSTRUCTION

Bids Due
August 20, 2026
11:00 am

Procurement Dept.
412 Boulevard of the
Allies, 6th Floor
Pittsburgh, PA 15219

CONSULTANT: Fukui Architects, P.C.

Issued: July 20, 2026

Caster D. Binion
Executive Director

Housing Authority of the City of Pittsburgh

Point of Contact: Brandon.Havranek@hacp.org

Murray Tower Comprehensive Rehabilitation Project, AMP-31

IFB CONTRACT NO. 600-08-26 REBID

HOUSING AUTHORITY OF THE CITY OF
PITTSBURGH DEVELOPMENT &
MODERNIZATION DEPARTMENT
412 Boulevard of the Allies, 6th Floor Pittsburgh, PA
15219

Phone: (412) 456-5020

Fax: (412) 456-5591

Issued: July 20, 2026

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP Contract No. 600-08-26 REBID

**PROJECT MANUAL
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HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP CONTRACT NO. 600-08-26 REBID

**INVITATION FOR BIDS
LIST OF DOCUMENTS**

The HOUSING AUTHORITY OF THE CITY OF PITTSBURGH will receive separate sealed bids for Murray Tower Comprehensive Rehabilitation Project, AMP-31, for the following contracts:

GENERAL CONSTRUCTION

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

THE PROJECT MANUAL, dated July 20, 2026 consisting of:

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

THE PROJECT DRAWINGS, as prepared by Fukui Architects, P.C., dated April 24, 2026.

THE BID PACKAGE, dated July 20, 2026 consisting of a single three-ring binder containing:

Blank bid document forms to be completed by the bidder;

Divider tabs to separate the original bid documents from the copies;

A pre-printed, pre-addressed envelope in which to deliver the bid.

ADDENDA will be issued as required.

NOTICE TO PROSPECTIVE BIDDERS

July 20, 2026

INVITATION FOR BIDS (IFB)

Murray Tower Comprehensive Rehabilitation

The **HOUSING AUTHORITY OF THE CITY OF PITTSBURGH** will receive separate sealed bids for the following contracts:

GENERAL CONSTRUCTION

N/A

N/A

N/A

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

GENERAL CONSTRUCTION

N/A

N/A

N/A

Bid documents will be available on July 20, 2026

A Pre-Bid Conference will be held on August 4, 2026

Location: Murray Tower Community Room, 2825 Murray Ave, Pittsburgh, PA 15217

The last day for submission of written questions will be: August 11, 2026

In addition to electronic submission, The Housing Authority of the City of Pittsburgh will only be accepting physical bids dropped off in person from 8:30 AM until the bid opening time of 11:00am on August 20, 2026 in the lobby of the One Stop Shop at **412 Boulevard of the Allies, Pittsburgh, PA 15219**. Sealed bids may still be mailed via USPS at which time they will be Time and Date Stamped at **412 Boulevard of the Allies, Pittsburgh, PA 15219**. All bids must be received at the above address no later than 11:00am on August 20, 2026, regardless of the selected delivery mechanism.

The work must be substantially complete within 545 calendar days of the Notice to Proceed.

Point of contact for the Housing Authority is Brandon Havranek at brandon.havranek@hacp.org.

Bid Documents, including the Bid Forms, Project Manual, and Drawings, may be obtained from the Business Opportunities Section of the HACP website, www.hacp.org. Prospective Bidders may register as a vendor on the website and download the documents free of charge. Electronic Versions of the Bid Documents may also be obtained in person, **Monday through Friday 8:30 a.m. to 4:30 p.m.** at the Housing Authority of the City of Pittsburgh located at **412 Boulevard of the Allies, Pittsburgh, PA 15219**.

PRE-BID MEETINGa

The Pre-Bid meeting will be held on August 4, 2026 at 11:00am at the address listed below. Interested bidders may decide to attend.

LOCATION: Murray Tower Community Room, 2825 Murray Ave, Pittsburgh, PA 15217

PROPOSAL SUBMISSION

The Housing Authority of the City of Pittsburgh will be **accepting physical proposals dropped off in person from 8:30am until the closing time of 11:00am on August 20, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219. Bids may also be submitted electronically at the following Dropbox link (copy+paste):

<https://www.dropbox.com/request/trmlI2kppw0t5v2m6oz6>

Bids can still be mailed via USPS at which time they will be Time and Date Stamped at Procurement Department, 412 Boulevard of the Allies, 6th Floor, Pittsburgh, PA 15219. All Bids must be received at the above address no later than August 20, 2026, at 11:00am regardless of the selected delivery mechanism.

BID OPENING

The bid opening will be on August 20, 2026, at 11:00am and will be conducted virtually via Zoom and can be attended via the link below:

<https://hacp-org.zoom.us/j/88613164416?pwd=nelhMJNaDfzkVcgp4Cby9a7L94RKPY.1>

Meeting ID: 886 1316 4416
Passcode: 682668

AWARD OF CONTRACT (S):

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

BUILD AMERICA, BUY AMERICA (BABA) ACT REQUIREMENTS: By receipt of a contract award, it shall be the responsibility of the successful bidder to agree, certify, and eventually show proof that the work and products provided and installed by the contractor are in full compliance with the requirements of the noted Act. More information can be obtained at the following link:

<https://www.hudexchange.info/programs/baba/>

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:

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

A. Section 3 Participation

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u and with HUD's regulations set forth at 24 CFR Part 75 ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT LABOR AS A % OF TOTAL LABOR A. 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**

A copy of HUD's Section 3 requirement is provided herein. If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact Mr. Lloyd Wilson, Resident Sustainability Manager by e-mail at lloyd.wilson@hacp.org or by contacting him at the Housing Authority of the City of Pittsburgh, Resident Employment Program located at the Bedford Hope Center, 2305 Bedford Ave, Pittsburgh PA 15219, telephone (412) 643-2761. Proposals must demonstrate how the Offeror intends to meet or exceed the Authority's Section 3 requirements. Proposals submitted without a Section 3 plan may be deemed nonresponsive. Also, please complete **Section 3 Opportunities Plan** and include with your proposal.

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

B. MBE/WBE Participation Plan

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

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

If you have any questions regarding the City of Pittsburgh goals please contact Ricardo Williams, Vender Relations Manager, by e-mail at Ricardo.William@hacp.org or by contacting Ricardo at the Procurement Department, Housing Authority of the City of Pittsburgh, 412 Boulevard of the Allies, 6th Floor, Pittsburgh PA 15219, telephone (412) 643-2768. Bids or proposals must demonstrate how the Offerer intends to meet or exceed these goals.

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

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

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

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

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

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

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



**Housing Authority
City of Pittsburgh**

Development & Modernization
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219
412.456.5020
www.hacp.org

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

Murray Tower Comprehensive Rehabilitation Project, AMP-31

CONTRACT NO. 600-08-26 REBID

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

A. Required Documents/Information

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

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

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

Signature of Authorized Officer: _____ Date: _____

Name of Contractor: _____

Address: _____

Telephone Number: _____



Procurement
Department

May 15, 2026

IFB #600-08-26

Murray Tower Comprehensive Rehabilitation Project, AMP-31

ADDENDUM NO. 1

This addendum issued May 15, 2026, becomes in its entirety a part of the Invitation for Bid IFB #600-08-26 as is fully set forth herein:

Item 1: Due to the facility being used as a polling station, the Pre-Bid Conference date is changed to May 27, 2026; time and location remain unchanged at 10:00 a.m. at Community Room - Murray Tower, 2825 Murray Ave, Pittsburgh, PA 15217.

Item 2: The last day for submission of written questions is changed to June 2, 2026; time remains unchanged at 10:00 a.m.

Item 3: The due date is changed to June 9, 2026; time and location remain unchanged at 10:00 a.m., at the HACP Procurement Dept., 412 Boulevard of the Allies 6th Floor, Pittsburgh, PA 15219.

Item 4: The Housing Authority of the City of Pittsburgh will **only accept physical proposals dropped off in person from 8:00 AM until the closing time of 10:00 a.m. on June 9, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219.

Proposals may still be submitted electronically via:

<https://www.dropbox.com/request/9web13zdu3vg06u06f8t>

Sealed proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor - Procurement, Pittsburgh, PA 15219. All proposals must be received at the above address no later than June 9, 2026, at 10:00 a.m. regardless of the selected delivery mechanism.

END OF ADDENDUM NO. 1

Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer

05/15/2026

Date

**Housing Authority
City of Pittsburgh**

412 Boulevard of the Allies, 6th Floor / Pittsburgh, Pennsylvania, 15219
Tel: 412-456-5116
www.HACP.org



Procurement
Department

May 26, 2026

IFB #600-08-26

Murray Tower Comprehensive Rehabilitation Project, AMP-31

ADDENDUM NO. 2

This addendum issued May 26, 2026, becomes in its entirety a part of the Invitation for Bid IFB #600-08-26 as is fully set forth herein:

- Item 1:** Q: Can I get a copy of any addenda that have been released to date?
 A: **All documents are available for viewing and download on our website**
 www.hacp.org
- Item 2:** Q: What is the estimated construction budget?
 A: **The terms and conditions of the IFB remain unchanged. Refer to Document 0020-1 Notice to Prospective Bidders for the estimated values of the project per contract.**
- Item 3:** Q: Can I get a copy of the plan holder's list if available?
 A: **See Item 1.**
- Item 4:** Q: Do you have Union Requirements?
 A: **Not pertaining to contract work performed stemming from this solicitation**
- Item 5:** Q: One earlier preliminary question I have for this one is are all trades required to be union or is this a prevailing wage project?
 A: **The terms and conditions of the IFB remain unchanged. Trades are not required to be union. Davis-Bacon and Related Acts apply to all labor classifications performing work under the contract(s) resulting from this solicitation. Refer to the following portions of the IFB per the Project Manual's Table of Contents:**

PART TWO: CONTRACT FORMS

- **HUD 5369-A: Representations, Certifications and Other Statements of Bidders Clause 9. Certification of Eligibility Under the Davis-Bacon Act, Page 3**
- **Document 00437-1: Special Provisions – Notice to All Prospective Bidders, Item F.**



PART THREE: CONDITIONS

- **HUD 5370: General Conditions of the Contract for Construction**
 - **Clause 46. Labor Standards-Davis-Bacon and Related Acts, Page 15**
 - **Clause 47. Non-Federal Prevailing Wage Rates, Page 19**
- **Document 00830: Wage Determination Schedule**

Item 6: Q: I would like to have the opportunity to get an approved equal for the fire alarm system. It is currently spec'd as siemens, can AutoCall which is a Johnson Controls product be added?

A: **The HUD-5370 contract supersedes all documents and specifications.**

Substitutions will not be considered during the bidding phase and will only be considered up to 30 days after acceptance of the Award Letter.

Per this addendum, Section 012500 SUBSTITUTION REQUESTS is removed in its entirety and replaced with the revised Section 012500 attached to this addendum (Attachment #1).

Item 7: The due date, time, and location remain unchanged at June 9, 2026, at 10:00 a.m., at the HACP Procurement Dept., 412 Boulevard of the Allies 6th Floor, Pittsburgh, PA 15219.

Item 8: The Housing Authority of the City of Pittsburgh will **only accept physical proposals dropped off in person from 8:00 AM until the closing time of 10:00 a.m. on June 9, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219.

Proposals may still be submitted electronically via:

<https://www.dropbox.com/request/9web13zdu3vg06u06f8t>

Sealed proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor - Procurement, Pittsburgh, PA 15219. All proposals must be received at the above address no later than June 9, 2026, at 10:00 a.m. regardless of the selected delivery mechanism.

END OF ADDENDUM NO. 2

Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer

05/26/2026

Date



Attachment #1

SECTION 012500 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

~~A. Procurement Substitution Requests: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment prior to receipt of bids.~~

- 1. Substitution Requests: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment submitted following Contract award.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:

- 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
- 2. Agrees to provide the same warranty for the substitution as for the specified product.
- 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
- 4. Waives claims for additional costs or time extension that may subsequently become apparent.

- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents. Burden of proof is on proposer.

- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.

- 1. No specific form is required. Contractor's Substitution Request documentation Must include the following:

- a. Project Information:
- b. Substitution Request Information:
 - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title
 - 2) Indication of whether the substitution is for cause or Convenience



- 3) Issue date
 - 4) Description of Substitution
 - 5) Reason why the specified item cannot be provided
 - 6) Differences between proposed substitution and specified item.
 - 7) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
- d. Impact of Substitution:
- 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.

D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Submittal Time Restrictions:

- ~~1. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.~~

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Architect will consider requests for substitutions only within 30 days after date of Agreement.

B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

C. Submit request for Substitution for Convenience within 14 days of discovery of its Potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.

D. Substitutions will not be considered under one or more of the following circumstances:

1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.

2. Without a separate written request.
3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

END OF SECTION

June 2, 2026

**Murray Tower Comprehensive Rehabilitation Project, Amp -31
IFB #600-08-26**

ADDENDUM NO. 3

This addendum issued June 2, 2026, becomes in its entirety a part of the Invitation for Bid IFB #600-08-26 as is fully set forth herein:

Item 1: The due date is changed to June 23, 2026; time and location remain unchanged at 10:00 a.m., at the HACP Procurement Dept., 412 Boulevard of the Allies, 6th Floor, Pittsburgh, PA 15219.

Item 2: The Housing Authority of the City of Pittsburgh will **only accept physical proposals dropped off in person from 8:00 AM until the closing time of 10:00 a.m. on June 23, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219.

Proposals may still be submitted electronically via:

<https://www.dropbox.com/request/9web13zdu3vg06u06f8t>

Sealed proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor - Procurement, Pittsburgh, PA 15219. All proposals must be received at the above address no later than June 23, 2026, at 10:00 a.m. regardless of the selected delivery mechanism.

END OF ADDENDUM NO. 3



Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer

06/02/2026

Date



June 12, 2026

IFB #600-08-26

Murray Tower Comprehensive Rehabilitation Project, AMP-31

ADDENDUM NO. 4

This addendum issued June 12, 2026, becomes in its entirety a part of the Invitation for Bid IFB #600-08-26 as is fully set forth herein:

Item 1: Q: I am reaching out regarding the Murray Tower Comprehensive Rehabilitation Project, AMP-31, to request your assistance to get the list of attendees from the recent pre-bid meeting.

A: **A list of the attendees can be found on HACP's procurement website under the Murray Tower Comprehensive Rehabilitation Project, AMP-31 project.**

Item 2: Q: Based on the drawings and specifications, who is to supply the showers?

A: **The Plumbing Contractor per the responsibility matrix on CS2 per Attachment A – Construction Documents (revised 6.8.26).**

Item 3: Q: Who is to install the showers?

A: **The Plumbing Contractor per the responsibility matrix on CS2 per Attachment A – Construction Documents (revised 6.8.26).**

Item 4: Q: Who is to supply the tub/showers?

A: **The Plumbing Contractor per the responsibility matrix on CS2 per Attachment A – Construction Documents (revised 6.8.26).**

Item 5: Q: Who is to install the tub/showers?

A: **The Plumbing Contractor per the responsibility matrix on CS2 per Attachment A – Construction Documents (revised 6.8.26).**

Item 6: Q: Who supplies the grab bars for the ADA showers?

A: **The specified ADA shower enclosure has integral grab bars and seat. Plumbing Contractor will supply this or provide an equal.**

Item 7: Q: Who installs the grab bars for the ADA showers?

A: **The specified ADA shower enclosure has integral grab bars and seat. Plumbing Contractor will install this or provide an equal. PC to coordinate with General Contractor on required blocking. All other grab bars are the responsibility of the General Contractor.**

Item 8: Q: Under the Phasing/Scope/Responsibility Schedule – PLUMBING on Drawing CS2:



Item 3 - REMOVE EXISTING RADIANT BOILER SYSTEM IN ITS ENTIRETY.
REMOVE ALL ASSOCIATED PIPING AND EQUIPMENT PER PLUMBING PLANS.
There are no drawings showing where the boiler system is located or if they are to be replaced. Is this actual work to be done on this project?

A: There are two existing hot water boilers, two pumps with VFD's, air separator, expansion tank, associated piping, vents and controls in Mechanical Equipment Room 109 that shall be fully demolished by the Mechanical Contractor. All piping, piping appurtenances and baseboard perimeter heating throughout the building shall be removed in its entirety, throughout the building by the Mechanical Contractor. The GC to remove any concrete pads for associated pumps. PC, MC, and EC to coordinate during demolition removal of their systems in relationship to the Mechanical Contractors Scope of Work per Attachment A – Construction Documents (revised 6.8.26).

Item 9: **Q: Under the Phasing/Scope/Responsibility Schedule – PLUMBING on Drawing CS2: Item 4 - REPLACE FLUES FROM DOMESTIC HOT WATER HEATER. There are no domestic water heaters shown on the project drawings provided. Is this actual work to be done on this project?**

A: The existing domestic water heating boiler flues tie into the existing to be demolished flue for the hot water heating system. Plumbing Contractor to replace hot water heater flues once heating hot water boiler system and associated flues are removed per Attachment A – Construction Documents (revised 6.8.26).

Item 10: **Q: Drawing FP1, is the fire protection work to be included in the PC bid cost?**

A: The Sprinkler System and associated scope on the Fire Protection drawings will be done by the Fire Protection Contractor under the Plumbing Prime Contractor.

Item 11: **Q: Drawings FA0-FA6, is the fire alarm work to be part of the EC bid cost?**

A: The Fire Alarm and associated scope on the Fire Alarm drawings will be done by the Electrical Contractor per the Responsibility Matrix on CS2 per Attachment A – Construction Documents (revised 6.8.26).

Item 12: **Q: Do you know where I can find a list of general contractors or plan holders for this project?**

A: This is a public bid project and therefore there is not a list of general contractors or plan holders.

Item 13: **Q: I am able to bid the doors themselves and we can install them, but the manufacturer is not BABA compliant. HOWEVER, we are WBE. Does that trump BABA and should we even submit a bid?**

A: No, a Women-Owned Business (WBO/WBE) certification does not "trump" or override the Build America, Buy America (BABA) requirements. HACP will accept bids from any qualified and interested business firms to provide General, Electrical, Plumbing, and/or Mechanical Construction for its Murray Towers property.



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Item 14: Q: Spec section 23 08 00 Commissioning of HVAC calls for reference to spec section 01 91 13 There is no 01 91 13 within the bid documents. Please provide.

A: **All scope associated with the Commissioning of HVAC has been removed from the specifications per Attachment B – Specifications (Revised 6.8.26). This will be handled by the Owner at a later date.**

Item 15: Q: Who is responsible to obtain the services of the Commissioning Agent? HVAC or Owner?

A: **All scope associated with the Commissioning of HVAC has been removed from the specifications per Attachment B – Specifications (Revised 6.8.26). This will be handled by the Owner at a later date.**

Item 16: Q: Spec section 23 31 00 HVAC Ducts and Casings call for reference to spec section 23 01 30.51. There is no 23 01 30.51 within the bid documents. Please provide.

A: **As there is no whole building duct cleaning necessary, section 23 01 30.51 will not be utilized. This has been removed from the specifications per Attachment B – Specifications (Revised 6.8.26). GC to clean new ductwork post construction per SMACNA Intermediate Level guidelines.**

Item 17: Q: Is duct cleaning required? If so, clarify scope.

A: **The existing laundry exhaust ductwork to be cleaned. All new ductwork to be cleaned post construction per SMACNA Intermediate Level guidelines.**

Item 18: Q: There is some confusion on the drawings for the project. Attached is the finish legend for the project. (See item circled in red) The manufacturer for the lvt is listed as "continental flooring co". Continental is a flooring installer out of Arizona that supply's flooring to the Housing authority on occasion. This is creating confusion for the local sub-contractors bidding the flooring package. Shaw Contract (me) is the manufacturer, and the product is called Solitude lvt in color urban ash.

A: **The Manufacturer of the LVT flooring is Shaw Contract per Attachment A – Construction Documents (revised 6.8.26). "CONTINENTAL FLOORING CO" is a supplier and this should be struck out of the Finish Schedule. GC can utilize their preferred flooring supplier.**

Item 19: Q: We respectfully request that all items outlined in the RFI be addressed no later than end of day Tuesday, June 5, 2026. If a complete response cannot be provided by this date, we kindly ask that the due date be extended by one week for each day beyond June 5. Timely resolution of RFI #1 from HACP is critical to ensure accurate pricing.

A: **All RFI answers will be addressed by Wednesday, June 10.**

Item 20: Q: Drawing CS2 – Responsibility Schedule: • Item #12 – Indicates the replacement of exterior light poles.

- Other drawings in this set indicate the existing light poles are to remain with new fixtures



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- No specification was provided for new light poles.
- If new poles are required are the pole bases to remain or be replaced? Please clarify expectations.

A: Per Drawing E5, the existing light poles are to be replaced with new light poles. The pole fixtures are specified in the lighting fixture schedule on Drawing E10. The pole bases shall remain per note on AS101. A new aluminum pole and light should be provided per the lighting schedule on Drawing E10. Height to match existing.

Item 21: Q: Item #11 – Indicates that the EC is to install post for new UFAS and ANSIA117.

- Who is furnishing the post?
In the past the person who provided the post normally installed the post.
- The EC will provide conduit and wiring as necessary.
Please clarify expectations.

A: A post is no longer needed. This item to be struck from the Responsibility Matrix per Attachment A – Construction Documents (revised 6.8.26). EC to install required power to ADA push pad at storefront entrances. EC to install required power to new intercom system. GC to install ADA push button. EC and GC to coordinate together and with future security system installer.

Item 22: Q: Item #31 – Install new Door Operators.

- Normally installed by door operator supplier, wired by EC.
Please clarify expectations.

A: EC to provide all wiring to proposed operable doors, ADA storefront mounted operators, and new access control system at side wall. EC to coordinate with GC and future security system installer. GC to install ADA push button at storefront per Attachment A – Construction Documents (revised 6.8.26). Security and access control contract will install new Butterfly intercom system.

Item 23: Q: Item #14 – Install Pre-Wired Cable TV and Pre-Wired Internet Hardware in Units.

- Drawings only show a distribution panel, with no provisions in units.
Please clarify expectations

A: Per Attachment A – Construction Documents (revised 6.8.26), new locations for telephone jacks has been added. A diagram for wiring has been provided in Attachment D – Proposed Jack Location (Revised 6.8.26). EC to wire from ADP panel. No cable TV as part of scope.

Item 24: Q: Drawing AS101 | AS102 | AS104

- SD26 | SP18 Indicates route of excavation for new electrical feeders.
Who is responsible for removing and replacing stone retaining wall and sidewalk?

A: The GC is responsible for removing and replacing site elements affected by the excavation for the new electrical feeders. EC and GC to coordinate on elements that require replacement.

Item 25: Q: Drawing AD101:

**Housing Authority
City of Pittsburgh**

412 Boulevard of the Allies, 6th Floor / Pittsburgh, Pennsylvania, 15219
Tel: 412-456-5116
www.HACP.org



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- General Demolition Note #8:

Does inventory of removed items pertain to electrical?

D24:

Is the EC responsible for the patching of the existing holes / penetrations left from the demo of the intercom.

A: Yes, General Demolition Note #8 pertains to all Primes, including electrical. All Primes to confirm list of demolished items to be removed and replaced. Primes shall confirm with HACP final intent of items being removed (deposed or stored for use on another HACP project) or relocated (stored on site for reinstallation at Murray Towers.) No. The General Contractor is responsible for patching and repairing any holes / penetrations during construction created by other Primes. GC and EC to coordinate this scope.

Item 26: Q: Drawing A101:

- CF4:

Who is responsible for providing the new rack?

What components are required?

No electrical requirements shown on electrical drawings?

A: The rack located at note CF4 is existing to remain. The GC is to protect it during construction and then enclose in new millwork per elevation 5/A301. There is no EC scope associated with this rack.

Item 27: Q: Drawing A102:

- Ceiling Legend:

EC to provide conduits for Door Access Control, Vape Sensor, Door Controller, and CCT.

Please confirm wiring is by HACP Vendor.

A: Low Voltage wiring for associated security consultant scope to be provided by security consultant. Conduit to be provided by EC. Any additional required power and operation to be provided by EC.

Item 28: Q: Drawing E0

- Lighting Control Notes:
- Lighting controls are mentioned, however are not quantified in any RCP or drawing. Please clarify expectations / providing detail drawing for controls.

A: Lighting controls are to be provided per the electrical drawings.

Item 29: Q: Intercom / Data

- Intercom symbol – States to coordinate with vendor for wiring. Please provide Intercom vendor or cabling requirements
- Intercom symbol – States to connect to card readers and access control system. Please provide diagram.
- Data/Comm outlets – State that Cat6 cabling is to be terminated on EC provided patchpanel/ rack. Please advise which is needed. If rack, what size, requirements and locations are needed.



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- Intercom system is to connect to the access control system; however, prints do not show access control locations. Please advise.

A: Xycom will be providing and installing intercom systems, and access controls. EC to coordinate with Xycom on final requirements for conduit sizes and power requirements. HACP will be utilizing the Butterfly access control system which does not need a card reader. Any mention of card reader has been removed from the project per Attachment A – Construction Documents (revised 6.8.26). A new TTB has been added to the first floor utility room per Attachment A – Construction Documents (revised 6.8.26), and there are new TTB's in each floor's janitor closet. EC to install TTBs and patch panels. EC to provide conduit with pull strings for future wiring through TTBs and to unit ADP, and install new wiring from the ADP to the proposed telephone jack per Attachment A – Construction Documents (revised 6.8.26).

Item 30: Q: Drawing E1: (Detail #1 First Floor Electrical Plan)

- Demolition of Existing TTB
- No new location shown for TTB on this floor.
Please clarify expectations.

A: A new TTB is to be added to the first floor utility room per Attachment A – Construction Documents (revised 6.8.26), and there are new TTB's in each floor's janitor closet.

Item 31: Q: Drawing E4: Typical Unit Details:

- Circuit Breaker Types:
- In regard to new apartment panels "P"
- Per code, branch circuit breakers will need to have the following provisions:
- Arc Fault Circuit Interruption as set forth in NEC 210.12
- GFCI Protection as set forth in NEC 210.8
- Dual Function GFCI/AFCI protection as set forth in NEC 210.8 Please confirm if these requirements are not required that the CITY of Pittsburgh PLI has approved.

A: All of the breakers in the apartment panels shall have AFCI breakers. All of the kitchen receptacles shall be GFCI. All of the receptacles in the apartment units shall be tamper proof.

Item 32: Q: Drawing E6: Power Distribution:

- Plan indicates (2) 800-amp feeds:
- (1) 800-amp feed to service a new MDP located in the electrical room, with provisions per panel schedule provided.
- (1) 800-amp feed to service a new Meter Mode as indicated, the new meter mode shall be equipped with an 800-amp MCB as indicated
- We have concerns about the compliance of this design with NEC 230.71(A) -Requiring Service disconnects to be grouped together. The Meter design requires new main service conductors to penetrate the building more than 6' before overcurrent protection.
- The Main Disconnect for the Meter Mode is not located near or next to the MDP.



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- Apartment Feeder:
- Indicated (100R):
- Can you please verify that SER -nonmetallic cable is acceptable for feeders and that no requirement has been established to be MC.
- Specifications indicate that panelboards shall have (6) (Six) 1" spare conduits installed from panelboard to above dropped ceiling or below floor.
- Does this specification cover the apartment panels or just the MDO and new 400-amp branch panel fed from MDP?

A: **The disconnect for the MDP and the disconnect for the Meters are located adjacent to each other in the main electrical room, which we think is compliant. The present path from the transformer to the existing gear is the same distance. The conduits are coming in underground and into the building near the ceiling and are dropping down in to the disconnects. The feeder cables need to be MC. We don't need to provide the 6-1" conduits from each of the panels. The specification just covers the MDO and MDP. The apartment panels shall be single phase load centers.**

Item 33: **Q** **Drawing E7: Building Telecom / CATV Riser:**

- Please clarify the design intent.
- Please provide a specification on the apartment CATV / Telephone distribution box.
- Please clarify that the EC is to provide the following only:
- Riser Conduits with pull string to locations on each floor as indicated.
- 4x4x3/4 backerboard painted white.
- CAT 6 E and (1) COAX from TTB Painted white board to each apartment distribution box.
- Please note that no drawing indicates any phone / cable / class II wiring in any apartment.
- Please Clarify.
- Is the EC to provide/install any fiber optic/copper/coax backbone between floors? If needed, please advise.

A: **The communications entrance to the building shall be reused. Verizon and Comcast shall provide their backbone to a new TTB board in the electrical room on the First Floor per Attachment A – Construction Documents (revised 6.8.26). Verizon and Comcast shall route their backbone from the TTB board on the First Floor up through the building in the janitors closet. The electrician shall provide conduit from the TTB board on the First Floor to the Second Floor Janitors Closet. The Electrician shall provide stubs through the floor for Verizon and Comcast to install their backbone. The Electrician shall fire stop the conduits after Verizon and Comcast install their cables. Verizon and Comcast shall J-Hook their cables down the hallways (above the ceiling) and into the ADP boxes located in the apartments. The ADP boxes shall be provided by Verizon. There shall be two telephone outlet in each apartment per Attachment A – Construction Documents (revised 6.8.26), unless shown otherwise, that is wired from the ADP box to a location between the Living Room and Bedroom. The electrician shall wire a receptacle in each ADP.**



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Item 34: Q: Drawing E8: Lighting Controls:

- Lighting control details have been provided; however, no controls have been indicated on any drawing.
- Please provide control locations and drawing.

A: **Lighting controls are to be provided per Attachment A – Construction Documents (revised 6.8.26).**

Item 35: Q: Drawing FA6:

- Is lighting protection required
- If yes, please provide details.
- If no, please provide details for tie into building grounding system.

A: **Lighting protection is not required.**

Item 36: Q: Site Visit: Main Electrical Service:

- New electrical meter mode is designed to be installed on a wall already occupied by apparatus.
- The following concerns are noted:
- Clearance Issues due to water pipes, existing apparatus.
- Clearance Issues due to existing mechanical equipment impeding 3' clearance.
- Will a wall need to be installed in front of existing apparatus to mount new meter mode.
- The New meter mode is designed to hang on a wall, does a 4" concrete pad need to be supplied?
- Main Disconnect:
- Issues were observed with existing MDP. Main feeders from the utility XFMR penetrate the building more than 30' before over current protection. With a new MDP scheduled to be installed in the existing location there is no feasible way to install power without an outdoor disconnect, this would be true not only for the MDP, but also the Meter mode.
- A second point of discussion is the undocumented single phase electrical service mounted on the building feeding the "T-Mobile" cellular repeater tower on the roof.
- Is this electrical service to remain?
- If yes, then all disconnects would need to be grouped together by NEC code.
- Please advise:
 - Water Pipes / Drainage Pipes:
- There are currently Water and Drainage pipes located above existing electrical apparatus, will we be required to provide drip pans?

A: **Everything on the wall where the meters are going is scheduled to be demolished. All hot water piping is being demolished. All mechanical equipment is being demolished. No wall will need to be added. No 4" concrete pad will be added. The new service shall be excavated down on the outside of the building to enter the ceiling of the electrical room and then shall drop into the top of the MDP and Group Metering. The conduits will need to be concrete encased in the corner of the building from the entrance point to within 5' feet of the gear. The second single phase electrical service mounted on the building feeding the T-Mobile cellular repeater tower on the roof shall be refed from the**



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transformer. Electrical service is to remain. All disconnects need to be grouped together by NEC code. Drip pans will be required.

Item 37: Q: Site Lighting

- Several locations where outdoor pole mounted lights are to be changed, are missing poles. There is not specification on new poles, or pole bases.
- Please advise design intent.

A: **See item 20.**

Item 38: Q: On Drawing E6 on the Meter Center detail, a note states "See site engineering documents for continuation. Provide additional 4" Conduit for CATV/TELE and one 4" Spare.". The site engineering documents only call for the new power feeds from the existing pad mount transformer to the building. Is it your intent to have the 4" CATV/TELE and 4" Spare conduits in this same trench?

A: **Reuse existing communications entry path.**

Item 39: Q: We noticed that the wall where the new meter center is shown in the Mechanical Equipment room on Drawing E1 contains the TTB (which we are to demolish), but also has motor starters and controls, and other miscellaneous items mounted to it (Please reference attached photo.). We cross-referenced the architectural, mechanical and plumbing drawings and did not see any of this equipment being relocated. We don't think there is enough space for the meter bank on this wall section. Please advise

A: **The majority of the equipment and controls on the back wall will be removed when the existing building heating boilers are removed. A new TTB will be installed on the first floor utility room by the EC per Attachment A – Construction Documents (revised 6.8.26). Final location will be provided via a drawing addendum. The boiler equipment, pumps, and controls to be removed by MC. GC to remove any concrete pads which will resolve clearance issues per Attachment A – Construction Documents (revised 6.8.26).**

Item 40: Q: Drawing E4 shows intercom (INT) symbols in each apartment type and Drawing E0 says to coordinate wiring with vendor. Is this part of the Access/Security's scope of work? Are we only responsible for backboxes and pathways?

A: **The Owner's security consultant will provide the final intercom system and low voltage wiring. Conduits and pull strings to be provided by EC.**

Item 41: Q: Drawing E-6 Detail 1 shows a home run from each apartment 100A panel to the meter center. We're supposed to run an 1-1/2" conduit to each respective apartment (67 total conduits.). We scoured the site to find chases to route these conduits and could not locate or gain access to a means of routing these conduits up to their respective floors. How are we to route these conduits? Can concealed MC feeders be used in lieu of these conduits? Please advise.

A: **The current distribution is at the ceiling at floor one, below the dropped ceiling. The conduit will run up in groups in the hallway wall to each apartments 100A panel. GC to coordinate with drywall removal and replacement EC to provide fire stopping**

and fire sealing at EC scope. All concealed electrical can be MC. All exposed electrical shall be conduit.

Item 42: Q: On Drawing E-6 “Scope of Work” Note 2 it reads provide new 1200A MDP. Should that read 800A MDP?

A: Yes, the MDP is 800-amps

Item 43: Q: Drawing E7 Detail 1 shows an apartment CATV/telephone distribution box(s) with circled 2 & 3 callouts, yet no associated legend for the 2 and 3. The riser in the same detail shows an empty 2” conduit with a pull string. Please clarify.

A: This represent pathways for Verizon and Comcast.

Item 44: Q: Drawing E7 Detail 2 shows coaxial and CAT6 cabling from the distribution boxes to locations we cannot locate on any of the architectural or electrical plans. Please clarify if this is part of our scope

A: A new TTB will be added to the first floor utility room per Attachment A – Construction Documents (revised 6.8.26). These will run up through the new janitor closet TTBs and into the units ADPs. New telephone jack and TV outlets will be provided per Attachment A – Construction Documents (revised 6.8.26) and to be wired by EC from the unit’s ADP.

Item 45: Q: It appears that the quality control spec section 014000 is missing. Can you please provide or advise on what quality control is expected?

A: Section 014000 has been added to the specifications per Attachment B – Specifications (revised 6.8.26)

Item 46: Q: Is the tub and shower enclosure spec to be included in the GCs scope of work or will that be performed by the plumbing prime?

A: The tub, ADA showers, their integral grab bars, and associated plumbing surrounds will be completed by the Plumbing Contractor. The GC will install all not integral grab bars. GC to coordinate final drywall patching and tiling with PC. PC to seal fixtures. Refer to Responsibility Matrix on CS2 for further details.

Item 47: Q: On the responsibility schedule there is a note for the GC to provide 24x24” access panels at each isolation valve which does not seem come up throughout the remainder of the plans. On the Unit type architectural sheets 8x8 access panels are called out at each chase location. Are the 8x8s the same as the 24x24s referenced in the responsibility schedule? Also, on the plumbing prints it shows these 8x8s to be furnished and installed by the plumbing contractor making it unclear of who is responsible for these access panels.

A: The access panel will be an 8x8 and installed by the Plumbing Contractor. Refer to Attachment A – Construction Documents (revised 6.8.26).

Item 48: Q: Will elevators be operational and usable by contractors during the course of construction?

A: The elevators will have limited access during the day. All Primes to coordinate to move any heavy equipment or materials when access is provided. The elevator will be down for the final 5 months of construction for refurbishment.

Item 49: Q: Please clarify if Door # 100 A is to be a swinging door with an operator per Keynote CF10 or a Sliding door per door schedule Door Type D1.

A: This door will be a sliding door with emergency exit access. No door hardware is required. A new CF10 note has been added to clarify the sliding door egress requirement on Attachment A – Construction Documents (revised 6.8.26).

Item 50: Q: It is assumed that the GC prime would own site excavation but please confirm given responsibility schedule doesn't list.

A: The General Contractor owns all site excavation. GC to coordinate with EC on the reinstallation of sidewalk, retaining wall, and steps. This will happen after the EC has supplied the new conduit and wiring from the new transformer to the utility room.

Item 51: Q: Which prime is responsible for the drainage piping behind the new retaining wall?

A: The Plumbing Contractor is responsible for the new drainage pipe at the retaining wall per note SP16.

Item 52: Q: Is there a required roofer for this project?

A: There is no re-roofing in this project. There is flashing updates and replacement of pitch pockets. GC to coordinate with HACP's existing roofing installer to confirm updates comply with existing warranty per note on A109.

Item 53: Q: Is the GC prime responsible for core drilling and patching holes/fireproofing for all new MEPs throughout the floors?

A: The Electrical Contractor is responsible for all core drilling, patching holes, fireproofing, firestopping of the Electrical Scope. Each Prime Contractor is responsible for their own core drilling, patching, fireproofing of their scope per Attachment A – Construction Documents (revised 6.8.26). The GC will be responsible for drywall removal and replacement for all associated MEP, FP, FA scope. All scope not specifically called out as part of the Plumber, Electrician, or Mechanical Contractor's scope will be the responsibility of the General Contractor.

Item 54: Q: There is a comment on the plans regarding repairing fire damaged siding. During the walk through I could not determine what square foot of siding is to be repair. Are you able to confirm the amount that needs repaired?

A: There is 110sf of damaged vinyl siding that will require replacement.

Item 55: Q: During the prebid it was mentioned that each prime owns their own dumpster. Is this accurate or is the GC prime to figure providing dumpster for not only their subcontractors but the other primes as well?

A: Each Prime Contractor will own their own dumpster. The GC shall facilitate the site temporary sanitary facilities, site trailer, site barriers and fences as required.

Item 56: Q: During the prebid it was mentioned that permit cost should be included the bid including the building and sign permit. Is there an allowance you would like us to carry for this?

A: The current outstanding electrical permit fee is \$1,327.55. The current outstanding mechanical fee is \$969.50. The estimated balance for the building permit is \$3,600. The final fees for all other permits are not known at this time and each Prime will use their judgement and the information available from the OneStop fee calculator, the Allegheny County Health Department, or other governing AHJ to cover permit costs. Each Prime Contractor will also include fees for any additional permit fees as required by blocking the ROW, staging, etc. as required. All permit amounts are estimates based on the available information. Current permit information can be found at Attachment C – Permits (Revised 6/8/2026)

Item 57: Q: In looking at the water closets called for on the plumbing fixture schedule (drawing P0) we noticed that they are not rear outlet. The 2 units we looked at during the pre-bid walkthrough both had rear outlet water closets. The layout of the sanitary piping makes us believe that all the units use rear outlet. Is this correct? If so, can you correct the model of water closet we are to use for each of the tags used.

A: We have updated the schedule accordingly with floor mounted tank type toilets with rear connections per Attachment A – Construction Documents (revised 6.8.26).

Item 58: Q: Reference Permits - Please confirm that the General Contractor is responsible for including the costs and paying for the Building Permit. If so, please provide a copy of the Original Permit Application for our review and use. In addition, please advise on the Amount already paid to the city during the permit application submission.

A: See item 56. A copy of the current approved and conditionally approved scope will be provided in the addendum.

Item 59: Q: Reference Demolition Scope Related to Plumbing - Please clarify the responsible prime associated with Plumbing Demolitions Specifically, Which prime is responsible for removal and disposal of Fixtures. Which Prime is responsible for removal and disposal of any abandoned plumbing supply, sanitary oand vent piping.

A: The Plumbing Contractor is responsible for all demolition of plumbing scope.

Item 60: Q: Reference Demolition Scope Related to Mechanical - Please clarify the responsible prime associated with Mechanical Demolition.

A: The Mechanical Contractor is responsible for the demolition of the mechanical scope including the boiler system in its entirety, existing unit radiators, and communal heating and cooling.



Item 61: Q: Reference Demolition Scope Related to Electrical - Please clarify the responsible prime associated with Electrical Demolition. Specifically, Which prime is responsible for removal and disposal of electrical Fixtures, equipment and devices.

A: The Electrical Contractor is responsible for the demolition of all electrical scope and shall closely coordinate with the GC when scope overlaps (electrically operated doors.)

Item 62: Q: Reference Fire Damaged Units - Please clarify if any special procedures are required to clean the Fire Damaged unit in order to mitigate residual smoke suite and smells.

A: The existing fire damaged unit currently has no drywall. It will receive all new finishes, fixtures, and drywall per plans, and 110 SF of new exterior siding to match existing. No special procedures are required to clean the Fire Damaged unit.

Item 63: Q: Reference Drawing S1 & Spec Section 030100 - Structural DRrawing indicates that the new openings through the Precast Spandrel shall be FRP Reinforced (Delegated Design by Others). We are trying to get some clarification regarding what we should include in our propoosal so that all contractors are making the same assumptions related to this scope.

A) GPR Scanning of Precast Panel: Please confirm we are only required to scan the panels at the location of the new opening and taht we do not need to scan/map the entire facade.

B) Please provide additional information regarding the basis of Design for the FRP Reinforcing Required at Openings Specification Section 030100 Part 3.04 Lists several Manufacturers, but the product selection is blank.

3.04 CARBON FIBER REINFORCED POLYMER (CFRP) PATCHING AND REPAIR MATERIALS.

A. Manufacturers:

1. Fortress Stabilization Systems; ____ :
www.fortresstabilization.com/#sle
2. Master Builders Solutions; ____ :
www.master-builders-solutions.com/sales
3. Rhino Products USA, Inc; ____ : www.rhinocarbonfiber.com/#sle
4. Substitutions: See Section 016000 – Product Requirements

A: A GPR scan is only required where new openings are taking place to confirm final placement of rebar matches original building design. The option for a product has been removed per Attachment B – Specifications (revised 6.8.26). The final CFRP shall be determined by the design engineer.

Item 64: Q: Reference Drawing CS2 - Please provide some addition clarification regarding the Provided on Drawing CS2.

A) Please confirm entire building will be vacant and turned over to contractors for construction.

B) what is the intent behind the Phasing indicated on the schedules.



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C) Do Phase 1 items have to be completed prior to start of Phase 2 and Phase 3 items.

A: The entire building will be vacant before the start of interior construction. The abatement of asbestos will be the first priority item. The phasing schedule is to give an idea of priority items and do not have to be fully completed before starting on the next phase. The intention is to begin to move tenants back into the building after the interior scope is complete and the new transformer has been installed. The final phase items include the exterior work that can be completed after tenants have moved back into the building. All Primes to coordinate with each other, Architect, and HACP on final phasing during pre-construction phase.

Item 65: Q: AASHTO M 180 Highway Guardrail is specified in 321731.

All keynotes referring to Guardrails are linked to pedestrian railings (not Highway Guardrails) Clarify where Highway Guardrails are included. Or, confirm that 321731 is not in the scope of Work.

A: Section 321721 has been removed from the specifications per Attachment B – Specifications (Revised 6.8.26). No Highway Guardrails are required on this project.

Item 66: Q: Unit elevations in drawings A110 thru A117 include several indications of, "NEW WALL MOUNTED EXHAUST GRILLE. Coord w Mech Drawings." Confirm that these grilles are supplied and installed by the Mechanical Contractor.

A: All grilles, diffusers, and registers, as required, supplied and installed by Mechanical Contractor.

Item 67: Q: Please confirm that the 3/4" EMT Conduit along the unit ceilings called out by Keynote C6 on the unit plans is to be provided and installed by the Electrical Contractor

A: The Electrical Contractor will install all conduit and pull cords for environmental sensors installed and provided by the Owner's security vendor.

Item 68: Q: Please confirm which contract owns the Through Wall penetrations (Keynotes C7 and C8) on the unit plans for the 3/4" EMT Conduit along with the firestop grommets

A: The EC owns all through wall penetrations and firestopping for their scope. When drywall removal is required, the EC shall coordinate with the GC for removal and replacement. Refer to Attachment A – Construction Documents (revised 6.8.26)

Item 69: Q: Spec 108213 Exterior Grilles and Screens refers to Shop-Fabricated, shop finished Grilles assembled into panels. Please clarify where this occurs in the drawings. We find only references to grilles associated with the new PTAC units (by Mech contract)

A: There are exterior electric wall heater grilles at the stairs per the mechanical plans. Please refer to Mechanical sheets for more information.

Item 70: Q: Referring to the Landscape Plans, please advise if a 2-3" Caliper Tree can be used for the L3 Black Gum Trees and the L4 Cornelian Cherry Dogwood trees in lieu of the 5" caliper specified. The 5" caliper trees are very uncommon and the planting of them is much more costly.



Procurement
Department

A: The calipers are set due to the landscape replacement requirements. The 5" caliper tree cannot be changed.

Item 71: Q: General Note 22 on CS2 reads, "CAULK FLOOR & WALL OUTLETS WITH AN ACOUSTIC SEALANT." Is this directed at the Electrical Contractor?

A: The Electrical Contractor will firestop all penetrations as required and acoustically seal all outlets per Attachment A – Construction Documents (revised 6.8.26).

Item 72: Q: Reference Drawing CS2 - General Note 18 states "LEVEL FLOORS THAT EXCEED 1/4" VARIANCE IN A 10'-0" Radius" . We are trying to get some clarification regarding what we should include in our propoosal so that all contractors are making the same assumptions related to this scope. Please either idfentify a scope and quantity of floor that needs leveled or identify an allowance for this scope.

A: No anticipated floor leveling is anticipated. This note will be removed from the General Notes per Attachment A – Construction Documents (revised 6.8.26).

Item 73: Q: Reference Drawing CS2 - General Note 25 on CS2 reads, "HACP SHALL CONTRACT FOR ELEVATOR REFURBISHMENT DURING PROJECT. PRIME CONTRACTORS ARE TO MAKE ACCOMODATIONS TO WORK WITHOUT ELEVATOR ACCESS FOR APPROX. THE LAST FIVE (5) MONTHS OF THE PROJECT."

We are trying to get some clarification regarding what we should include in our propoosal so that all contractors are making the same assumptions related to this scope. Will the elevator Refurbishing project shut down one elevator at a time allowing the contractors the use of the other elevator during the Refurbishing process?

A: Refer to Item 48.

Item 74: Q: General - Please confirm that all prime contracts are responsible for their own hoisting, scaffolding, lifting, access, material stocking etc.

A: All Primes are responsible for their hoisting, scaffolding, lifting, access, material stocking. The GC will coordinate temporary facilities.

Item 75: Q: Reference drawing CS2 - Item 1 on the responsibility schedule states to repair any exterior concrete slab/spalling, but this is not called out anywhere on the plans. Can you provide the location of the concrete slab repair?

A: This note pertains to the exterior walkways and stairs. Portions of the exterior concrete walkways and stairs are to be entirely replaced. All other incidental exterior concrete spalling at walkways and retaining walls to be repaired.

Item 76: The due date, time, and location remain unchanged at June 23, 2026, at 10:00 a.m., at the HACP Procurement Dept., 412 Boulevard of the Allies 6th Floor, Pittsburgh, PA 15219.



Procurement
Department

Item 77: The Housing Authority of the City of Pittsburgh will **only accept physical proposals dropped off in person from 8:00 AM until the closing time of 10:00 a.m. on June 23, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219.

Proposals may still be submitted electronically via:
<https://www.dropbox.com/request/9web13zdu3vg06u06f8t>

Sealed proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor - Procurement, Pittsburgh, PA 15219. All proposals must be received at the above address no later than June 23, 2026, at 10:00 a.m. regardless of the selected delivery mechanism.

END OF ADDENDUM NO. 4

A handwritten signature in blue ink, appearing to read 'Brandon Havranek', is positioned above a horizontal line.

Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer

06/12/2026

Date

Attachment C - Permits (Revised 6.8.26)



CITY OF PITTSBURGH
Department of Permits, Licenses, and Inspections
412 Blvd of the Allies
Pittsburgh, PA 15219
412-255-2175 / F: 412-255-2979
<http://pittsburghpa.gov/pli/>

BDA-2026-03096

BUILDING AND DEVELOPMENT APPLICATION PLAN REVIEW RECORD

2825 MURRAY AVE, Pittsburgh, PA 15217-

Parcel ID: 0087K00105000000

Applicant: Fukui Architects *, onestop@farpc.com

Review Type: DOMI SUB-PERMIT CONFIRMATION

Reviewed By: Kath Oldrey, , Kath.Oldrey@pittsburghpa.gov, (412) 667-8288

Review #: 1

Review Dates: 4/16/2026 3:41:13 PM

The submission for the above referenced application has been reviewed and is **not approved**.

Please review the items listed below. Revised drawings and documents shall be resubmitted for PLI review. If you should have any questions, please contact the reviewer identified above.

Item #	Type	File Name	Code Section	Description	Status
1	Comment	2026-04-13 Murray Towers Rehab-Issued for Permit.pdf	Changemark note #01	Conditionally approved. Applicant or contractor must apply for and obtain all necessary Construction Staging permits and resolve any pedestrian detours needed, when appropriate, prior to beginning work (ex: Construction staging, scaffolding, dumpster, parking, MPT approval, etc.). In addition, any work performed within or to the public right-of-way (outside of the property lines) will need a DOMI review and proper permit approvals.	New

NOTICE: IF NO RESPONSE IS MADE TO THIS PLAN REVIEW WITHIN 180 DAYS, NOTICE IS HEREBY GIVEN THAT THE APPLICATION WILL BE CONSIDERED ABANDONED, VOID, AND ALL APPLICATION MATERIALS WILL BE DISCARDED.

Attachment C - Permits (Revised 6.8.26)



CITY OF PITTSBURGH
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BDA-2026-03096

BUILDING AND DEVELOPMENT APPLICATION PLAN REVIEW RECORD

2825 MURRAY AVE, Pittsburgh, PA 15217-

Parcel ID: 0087K00105000000

Applicant: Fukui Architects *, onestop@farpc.com

Review Type: PLI COORDINATION

Reviewed By: Paul Warlop, UCC# 5955, paul.warlop@pittsburghpa.gov, (412) 738-9375

Review #: 2

Review Dates: 5/13/2026 12:05:15 PM

The submission for the above referenced application has been reviewed and is **not approved**.

Please review the items listed below. Revised drawings and documents shall be resubmitted for PLI review. If you should have any questions, please contact the reviewer identified above.

Item #	Type	File Name	Code Section	Description	Status
1	Comment	2026-04-24 Murray Towers Rehab-Issued for Permit.pdf	PLI Internal	The PLI review for permit BDA-2026-03096 has been accepted. However, this application is a simultaneous review between PLI, Zoning, and DOMI staff. The related DOMI permits (DOMI-CC-2026-0461-, DOMI-EN-2026-04621, and DOMI-FN-2026-05373) are still in process. PLI will perform a final coordination review after the DOMI permits have been completed and notify of final approval.?? Please note: Any design changes implemented after this point (made by the design team or as a result of DOMI comments) may result in PLI and/or Zoning requiring additional reviews and comments.	New

NOTICE: IF NO RESPONSE IS MADE TO THIS PLAN REVIEW WITHIN 180 DAYS, NOTICE IS HEREBY GIVEN THAT THE APPLICATION WILL BE CONSIDERED ABANDONED, VOID, AND ALL APPLICATION MATERIALS WILL BE DISCARDED.

Attachment C - Permits (Revised 6.8.26)



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Pittsburgh, PA 15219
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<http://pittsburghpa.gov/pli/>

City of Pittsburgh Department of Permits, Licenses, & Inspections

The following permit has been reviewed and APPROVED:

Permit Number: MP-2026-02547
Permit Type: MECHANICAL PLAN REVIEW RECORD
Work Description: REPLACEMENT OF EXISTING EXHAUSTS, MAU, AHU, AC UNITS, AND
REPLACEMENT RADIATORS WITH PTACS THROUGH EXISTING 8 STORY
APARTMENT BUILDING
Property Address: 2825 MURRAY AVE, Pittsburgh, PA 15217-
Parcel ID: 0087K00105000000
Job Location: THROUGHOUT
Notice Sent: 5/13/2026 12:10:00 PM
Applicant: Fukui Architects *, onestop@farpc.com
Reviewed By: Paul Warlop, UCC# 5955, paul.warlop@pittsburghpa.gov, (412) 738-9375
Conditions of Permit Approval: N/A

NOTE: This document does not authorize work to start. The permit shall be issued prior to work beginning.

REQUIREMENTS FOR PERMIT ISSUANCE:

VALID LICENSE:

- 1.) A valid contractor license or trade license appropriate to the permit type and type of work is required. A valid license includes, but is not limited to, insurance coverage for a minimum of 30 days from the date of permit issuance.
- 2.) A license is not required for Approve Use Only Work Scopes (including Temporary Occupancy).

ASSIGNING AND ACCEPTING CONTRACTOR PROCESS:

- 1.) This process is currently limited to the OneStopPGH portal.
- 2.) First the applicant identifies the selected contractor or trade license holder by their license number.
- 3.) Next the contractor or trade license holder accepts assignment to perform the work under this permit.

FEE PAYMENT:

- 1.) The base fee is assessed based on the value of construction to provide the materials and labor associated with work under this permit
- 2.) The application fees already paid will be credited towards the remaining fees due.
- 3.) The contractor/trade license holder verifies the value of construction prior to fee payment.

NOTICE: IF THIS PERMIT IS NOT PAID FOR AND ISSUED WITHIN 180 DAYS, NOTICE IS HEREBY GIVEN THAT THE APPLICATION WILL BE CONSIDERED ABANDONED, VOID, AND ALL APPLICATION MATERIALS WILL BE DISCARDED. PERMITS MAY BE VALID FOR NO MORE THAN 5 YEARS FROM THE PERMIT ISSUANCE DATE.

4.) Fee is payable by e-check, or credit card. Credit card payments include additional fees of \$0.25 per transaction and 2% of fees.

OTHER:

- 1.) Issuance of related parent Building and Development Application (BDA) or other PLI parent permit.
- 2.) For Demolition permits (DP) a Certificate of Insurance (COI) is required to be uploaded to OneStopPGH as follows:
 - Minimum coverage of \$500,000 General Liability and \$250,000 Property Damage.
 - The COI Description of Operations “for the demolition of the structure at subject property address”.
 - The Certificate Holder shall be identified as PLI.
- 3.) For Electrical (EP) and Stormwater permits (SWP), Third Party Agency (TPA) Inspections are required for the following:
 - TPA Inspection of stormwater permits issued after 5/25/22.
 - TPA Inspection of residential electrical permits issued before 1/1/21.
 - TPA Inspection of commercial electrical permits.

The permit holder shall provide the TPA Inspector Assignment Form(PDF) prior to the issuance of the permit. Please see PLI's TPA Policy(PDF) for additional permit holder responsibilities and requirements. The TPA Form and Policy can be found at the following webpage (<https://www.pittsburghpa.gov/Business-Development/Permits-Licenses-and-Inspections/Permits/Commercial-Permits/Registered-Third-Party-Agencies>)

REQUIRED SUB PERMITS FOR PERMIT COMPLETION:

N/A

REQUIRED SPECIAL INSPECTIONS FOR PERMIT COMPLETION:

N/A

REQUIRED ADDITIONAL INSPECTIONS FOR PERMIT COMPLETION:

Energy

Attachment C - Permits (Revised 6.8.26)



CITY OF PITTSBURGH
Department of Permits, Licenses, and Inspections
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Pittsburgh, PA 15219
412-255-2175 / F: 412-255-2979
<http://pittsburghpa.gov/pli/>

City of Pittsburgh Department of Permits, Licenses, & Inspections

The following permit has been reviewed and APPROVED:

Permit Number: EP-2026-02548
Permit Type: ELECTRICAL PLAN REVIEW RECORD
Work Description: REPLACEMENT LIGHTING, POWER, AND PANELS THROUGHOUT EXISTING 8 STORY APARTMENT BUILDING (BUILDING ELEVATOR EQUIPMENT, GENERATOR, AND FIRE PUMP TO REMAIN)
Property Address: 2825 MURRAY AVE, Pittsburgh, PA 15217-
Parcel ID: 0087K00105000000
Job Location: THROUGHOUT
Notice Sent: 5/13/2026 12:07:33 PM
Applicant: Fukui Architects *, onestop@farpc.com
Reviewed By: Paul Warlop, UCC# 5955, paul.warlop@pittsburghpa.gov, (412) 738-9375
Conditions of Permit Approval: N/A

NOTE: This document does not authorize work to start. The permit shall be issued prior to work beginning.

REQUIREMENTS FOR PERMIT ISSUANCE:

VALID LICENSE:

- 1.) A valid contractor license or trade license appropriate to the permit type and type of work is required. A valid license includes, but is not limited to, insurance coverage for a minimum of 30 days from the date of permit issuance.
- 2.) A license is not required for Approve Use Only Work Scopes (including Temporary Occupancy).

ASSIGNING AND ACCEPTING CONTRACTOR PROCESS:

- 1.) This process is currently limited to the OneStopPGH portal.
- 2.) First the applicant identifies the selected contractor or trade license holder by their license number.
- 3.) Next the contractor or trade license holder accepts assignment to perform the work under this permit.

FEE PAYMENT:

- 1.) The base fee is assessed based on the value of construction to provide the materials and labor associated with work under this permit
- 2.) The application fees already paid will be credited towards the remaining fees due.
- 3.) The contractor/trade license holder verifies the value of construction prior to fee payment.

NOTICE: IF THIS PERMIT IS NOT PAID FOR AND ISSUED WITHIN 180 DAYS, NOTICE IS HEREBY GIVEN THAT THE APPLICATION WILL BE CONSIDERED ABANDONED, VOID, AND ALL APPLICATION MATERIALS WILL BE DISCARDED. PERMITS MAY BE VALID FOR NO MORE THAN 5 YEARS FROM THE PERMIT ISSUANCE DATE.

4.) Fee is payable by e-check, or credit card. Credit card payments include additional fees of \$0.25 per transaction and 2% of fees.

OTHER:

- 1.) Issuance of related parent Building and Development Application (BDA) or other PLI parent permit.
- 2.) For Demolition permits (DP) a Certificate of Insurance (COI) is required to be uploaded to OneStopPGH as follows:
Minimum coverage of \$500,000 General Liability and \$250,000 Property Damage.
The COI Description of Operations "for the demolition of the structure at subject property address".
The Certificate Holder shall be identified as PLI.
- 3.) For Electrical (EP) and Stormwater permits (SWP), Third Party Agency (TPA) Inspections are required for the following:
TPA Inspection of stormwater permits issued after 5/25/22.
TPA Inspection of residential electrical permits issued before 1/1/21.
TPA Inspection of commercial electrical permits.

The permit holder shall provide the TPA Inspector Assignment Form(PDF) prior to the issuance of the permit. Please see PLI's TPA Policy(PDF) for additional permit holder responsibilities and requirements. The TPA Form and Policy can be found at the following webpage (<https://www.pittsburghpa.gov/Business-Development/Permits-Licenses-and-Inspections/Permits/Commercial-Permits/Registered-Third-Party-Agencies>)

REQUIRED SUB PERMITS FOR PERMIT COMPLETION:

N/A

REQUIRED SPECIAL INSPECTIONS FOR PERMIT COMPLETION:

N/A

REQUIRED ADDITIONAL INSPECTIONS FOR PERMIT COMPLETION:

Energy

June 15, 2026

Murray Tower Comprehensive Rehabilitation

IFB #600-08-26

ADDENDUM NO. 5

This addendum issued June 15, 2026, becomes in its entirety a part of the Invitation for Bid IFB #600-08-26 as is fully set forth herein:

Item 1: Superseded Wage Determination

The attached Department of Labor (DOL) Prevailing Wage Determination is hereby incorporated into this solicitation and **supersedes the previous version in its entirety**. Bidders must utilize and comply with these updated minimum hourly wage rates and fringe benefits.

DELETE: Wage Determination No. PA20260001, dated 01/30/2026,
Modification No. 4, previously incorporated into the IFB 600-08-26 documents

SUBSTITUTE: Wage Determination No. PA20260001, dated 05/18/2026,
Modification No. 5, attached hereto and incorporated herein as Attachment D-
Wage Determination PA20260001, 05.18.2026 - Building.

Item 2: The due date, time, and location remain unchanged at June 23, 2026, at 10:00 a.m., at the HACP Procurement Dept., 412 Boulevard of the Allies 6th Floor, Pittsburgh, PA 15219.

Item 3: The Housing Authority of the City of Pittsburgh will **only accept physical proposals dropped off in person from 8:00 a.m. until the closing time of 10:00 a.m. on June 23, 2026**, in the lobby of the One Stop Shop at 412 Boulevard of the Allies, Pittsburgh, PA 15219.

Proposals may still be submitted electronically via:
<https://www.dropbox.com/request/9web13zdu3vg06u06f8t>

Sealed proposals may still be mailed via USPS at which time they will be Time and Date Stamped at 412 Boulevard of the Allies, 6th Floor - Procurement, Pittsburgh, PA 15219. All proposals must be received at the above address no later than June 23, 2026, at 10:00 a.m. regardless of the selected delivery mechanism.

END OF ADDENDUM NO. 5



Mr. Brandon Havranek
Associate Director of Procurement/Contracting Officer

06/15/2026

Date

ATTACHMENT D:
Superseded Wage
Determination

"General Decision Number: PA20260001 05/18/2026

State: Pennsylvania

Construction Types: Building

Counties: Pennsylvania Counties of Allegheny

Modification Number	Publication Date
4	01/30/2026
5	05/18/2026

ASBE0002-001 08/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS).....	\$ 46.50	29.43

BOIL0154-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 48.28	33.17

BRPA0009-029 12/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 36.99	24.67

BRPA0009-060 12/01/2022

	Rates	Fringes
MASON - STONE.....	\$ 38.56	23.36

BRPA0009-061 12/01/2022

	Rates	Fringes
TILE SETTER.....	\$ 35.64	21.63

CARP0142-001 06/01/2023

	Rates	Fringes
CARPENTER/LATHER.....	\$ 38.92	20.06

CARP0274-003 01/01/2026

	Rates	Fringes
PILEDRIVERMAN.....	\$ 43.13	23.42

CARP1759-001 06/01/2023

	Rates	Fringes
FLOOR LAYER: CARPET.....	\$ 35.94	19.02

ELEC0005-007 12/26/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 49.11	36.79

ELEC0126-006 06/03/2024

	Rates	Fringes
LINE CONSTRUCTION: LINEMAN.....	\$ 54.38	30.13
LINE CONSTRUCTION (WINCH TRUCK OPERATOR).....	\$ 38.07	24.54
LINE CONSTRUCTION (TRUCK DRIVER).....	\$ 35.35	23.61
LINE CONSTRUCTION (GROUNDMEN).....	\$ 32.63	22.68
LINE CONSTRUCTION (CABLE SPLICER).....	\$ 54.38	30.13

ELEV0006-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC: 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.....	\$ 61.07	38.44

ENGI0066-001 06/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATORS: CLASS III BRAKEMAN, DECK HAND, HELICOPTER SIGNALMAN, 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.....	\$ 32.83	24.05
POWER EQUIPMENT OPERATORS: CLASS II BALLAST REGULATOR, BOAT (MATERIAL OR PERSONNEL)(POWERED), BOILER, BORING MACHINE, COMPRESSOR (COMBINED WITH AIR TUGGER, AIR PUMP, GUNITE 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), LADAVATOR, 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. 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.\$ 35.62 24.05
 POWER EQUIPMENT OPERATORS: 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. 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.\$ 41.69 24.05

IRON0003-002 06/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 38.89	34.54

LAB00613-002 01/01/2019

	Rates	Fringes
LABORERS: GROUP 4 TOXIC OR HAZARDOUS WASTE HANDLING		

LABORER.....	\$ 23.12	17.60
LABORERS: GROUP 3 ASBESTOS REMOVAL OR ABATEMENT		
LABORER.....	\$ 22.65	17.60
LABORERS: 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.....	\$ 22.52	17.60
LABORERS: 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.....	\$ 22.37	17.60

LABO0952-004 01/01/2026

	Rates	Fringes
LANDSCAPING 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.....	\$ 27.09	19.03
LANDSCAPING GROUP 2 SKILLED LANDSCAPE LABORER TO		
PLANT ALL TYPES OF TREES AND SHRUBS WITHOUT DIRECT		
SUPERVISION.....	\$ 26.79	19.03
LANDSCAPING 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	\$ 26.37	19.03

PAIN0057-003 06/01/2023

	Rates	Fringes
PAINTER: BRUSH & ROLLER.....	\$ 30.56	23.72

PAIN0057-005 06/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.39	23.26

PAIN0751-001 09/01/2023

	Rates	Fringes
GLAZIER.....	\$ 35.65	29.73

PLAS0526-007 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 31.77	21.89

PLUM0027-002 06/01/2023

	Rates	Fringes
PLUMBER.....	\$ 48.65	25.47

PLUM0449-001 06/01/2025

	Rates	Fringes
PIPEFITTER.....	\$ 50.20	30.62

ROOF0037-001 12/01/2025

	Rates	Fringes
ROOFER.....	\$ 41.21	21.46

SFPA0542-001 07/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.08	26.16

SHEE0012-002 07/01/2022

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.50	30.79

TEAM0040-007 01/01/2026

	Rates	Fringes
TRUCK DRIVERS: 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, PAYLODER, TOURNAWAGONS, AND SIMILAR EQUIPMENT WHEN NOT SELF LOADED); TAR AND ASPHALT DISTRIBUTORS TRUCKS, HEAVY DUTY TRAILER, SUCH AS LOW BOY, HIGH BOY 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.....	\$ 38.39	24.02
TRUCK DRIVERS: GROUP 1 SINGLE AXLE (2 AXLES INCLUDING STEERING AXLE); INCLUDES PARTSMAN AND WAREHOUSEMAN. TANDEM - TRI-AXLE - SEMI-TRACTOR TRAILER (COMBINATION) (3 AXLES OR MORE INCLUDING STEERING AXLE) 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.....	\$ 37.93	23.71

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:
 UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ♦SU♦ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

♦SU♦ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ♦SA♦ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ♦SA♦ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
 Wage and Hour Division
 U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

IDENTIFICATION OF OWNER

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

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

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

**Dereen M. Neice
Senior Director of Procurement
Housing Authority of the City of Pittsburgh**

**Brandon Havranek
Associate Director of Procurement
Housing Authority of the City of Pittsburgh**

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Contracting Officer
Legal Department
Housing Authority of the City of Pittsburgh
412 Boulevard of the Allies, 5th 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

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP CONTRACT NO. 600-08-26 REBID

**NOTICE OF
PRE-BID CONFERENCE**

A Pre-Bid Conference will be held on August 4, 2026

- A Pre-Bid Conference will be held on August 4, 2026 at 11:00 am at the Murray Tower Community Room, 2825 Murray Ave, Pittsburgh, PA 15217. A site visit of the property will be conducted thereafter. Bidders shall be prepared to review all aspects of the site necessary to prepare a bid.
- Representatives of the Authority, the engineer and other interested parties will be in attendance.

All bidders are urged to attend.

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP CONTRACT NO. 600-08-26 REBID

PROJECT SCHEDULE

July 20, 2026 11:00am	Invitation for Bids issued
August 4, 2026 11:00am	Pre-Bid Conference
August 11, 2026 11:00 am	Last day to submit written questions
August 20, 2026 11:00 am	Bids due
<u>October 12, 2026</u> (estimated)	Notice of Award
<u>November 2, 2026</u> (estimated)	Execution of Contracts
<u>December 2, 2026</u> (estimated)	Pre-Construction Conference
<u>December 14, 2026</u> (estimated)	Construction Start
545 calendar days from effective date of Notice to Proceed	All work required under this contract shall be complete

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP CONTRACT NO. 600-08-26 REBID

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

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

1. THE AGREEMENT
(Bound in the Project Manual)

THE BID Document 00310 - Scope of Work for General Construction
 Document 00311 - Form of Bid for General Construction

THE FORM OF Document 00500 - Form of Agreement
AGREEMENT Document 00590 - Contracting Officer Certification

CONDITIONS Document HUD - 5370 General Conditions
OF THE HACP Document - Supplemental General Conditions
CONTRACT Document 00830 - Wage Determination Schedule

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

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

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

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

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

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

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

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

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

PLEASE ALSO REFER TO DRAWINGS

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

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

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

The Primary Drawings for this contract consist of all Fukui Architects, P.C. construction documents drawings, dated April 24, 2026 and specifications contained in this project manual.

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP Contract No. 600-08-26 REBID

FORM OF BID

GENERAL CONSTRUCTION

Contract No.: 600-08-26 REBID

TO: HOUSING AUTHORITY
CITY OF PITTSBURGH
*(Hereinafter called the
"Authority")*
412 Boulevard of the Allies
Pittsburgh, PA 15219

BIDDER:

(Bidder Name)

(Business Address)

(Telephone)

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

- Project Manual, dated July 20, 2026 containing Bidding Requirements, Contract Forms, Conditions of the Contract, and Specifications
- Project Drawings, dated April 24, 2026
- Addenda (if any) as enumerated in this Form of Bid

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

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

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

Bid Security is in amount of:

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

Bid Security is in the form of:

☐ ☐	Certified Check	☐ ☐	Bank Draft
☐ ☐	U.S. Govt. Bond	☐ ☐	Bid Bond (Document 00410)

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

Total number of Addenda _____ (if none, so state)

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

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

PROPRIETORSHIP SIGNATURE PAGE

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

SHEET - FB-I

THE BIDDER CERTIFIES THAT THE BIDDER IS:

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

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20_____.

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

PROPRIETORSHIP FICTITIOUS NAME DISCLOSURE

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

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

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

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

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

PARTNERSHIP SIGNATURE PAGE

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

SHEET - FB-P-1

THE BIDDER CERTIFIES THAT THE BIDDER IS:

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

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20 _____

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

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

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

SHEET FB-P-2

_____ is a partnership trading under a fictitious or
(Partnership's Name)

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

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

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

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

SHEET FB-P-3

I, as partner of _____,
(Name of Partnership)

certify that the following are the names and addresses of all the partners of said partnership.

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ City: _____

(Use additional sheets as required.)

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

CORPORATION SIGNATURE PAGE

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

SHEET FB-C-1

THE BIDDER CERTIFIES THAT THE BIDDER IS:

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

SIGNED, SEALED AND DELIVERED

this _____ day of _____ 20____.

(CORPORATE
SEAL)

(Corporate Name)

(Printed or Typed Name)

(Printed or Typed Name)

Witness

{

President
V.P. **

{

(Signature and Date)

(Signature and Date)

(Corporate Title)

(Corporate Title)

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

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

SHEET FB-C-2

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

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

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

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

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

CORPORATION CERTIFICATE

(To be used when the bidder is a corporation)

SHEET FB-C-3

_____ is a corporation organized and existing
(Corporate name used as Bidder name)

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

(Street Address) (City) (State)

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

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

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

*(CORPORATE
SEAL)*

(Signature and Date)

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

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

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

_____ Dollars (\$_____)

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

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

_____, 20_____ (the "Bid"), for construction of
(Insert date of bid)

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

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

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

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

SURETY SIGN HERE

(SURETY
SEAL)

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

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

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

	_____ (Printed or Typed Name)	_____ (Printed or Typed Name)
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 Bond must be signed in the name of the partnership by at least two general partners, whose names and addresses must be listed on the certificate on page BF-3-P of the Bid.

SURETY SIGN HERE

(SURETY
SEAL)

	_____ (Printed or Typed Name)	_____ (Printed or Typed Name)
Attest	{	Surety*** {
	_____ (Signature and Date)	_____ (Signature and Date)

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

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

(CORPORATE
SEAL)

(Corporate Name)

(Printed or Typed Name)

(Printed or Typed Name)

Attest

{

President
V.P. **

{

(Signature and Date)

(Signature and Date)

(Corporate Title)

(Corporate Title)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ who signed this Bid on behalf of the

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

(CORPORATE
SEAL)

(Signature and Date)

SURETY SIGN HERE

(SURETY
SEAL)

(Printed or Typed Name)

(Printed or Typed Name)

Attest

{

Surety***

{

(Signature and Date)

(Signature and Date)

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

STATEMENT OF BIDDER'S QUALIFICATIONS

	Murray Tower Comprehensive Rehabilitation Project, AMP-31
(Bidder's Name)	(Project Name)
(Address)	
	600-08-26 REBID
	(HACP Project No.)

Names of not more than two principals to contact:

Name:	Name:
Title:	Title:
Telephone:	Telephone:

AUTHORIZATION:

Excerpt from HUD 7460.8.REV-2 AND 2 CFR 200.318(h) & 24 CFR 905.160(a)(3):

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

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

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

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

ORGANIZATION

THE BIDDER IS:

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

- ☐ A General Partnership
 - ☐ Doing business under Partnership Name
 - ☐ Doing business under a fictitious or assumed name

- ☐ A Limited Partnership
 - ☐ Doing business under Partnership Name
 - ☐ Doing business under a fictitious or assumed name

- ☐ A corporation doing business in its own name
- ☐ A corporation doing business under a fictitious or assumed name

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

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

Under what other or former names has the bidder operated?

PAST PERFORMANCE

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

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

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

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

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

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

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

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

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

FINANCIAL RESOURCES

Financial Statement.

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

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

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

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

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

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

TECHNICAL RESOURCES

Licensing:

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

Experiences:

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

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

REFERENCES

List Trade References (use separate sheet if necessary):

List Bank References (use separate sheet if necessary):

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

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

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

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

I further certify that:

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

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

Subscribed and sworn to before me

this _____ day of _____, 20

My Commission expires _____, 20

**Housing Authority
City of Pittsburgh**

SECTION 3 OPPORTUNITIES PLAN

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

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

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR Part 75 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/Section 3 Program for resident referrals at 412-643-2761, Ext 2761.**

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

[] 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 low-or very low-income persons or Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers. 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 hour's 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, 412 Boulevard of the Allies, 7th 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

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

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: _____

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act 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.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements 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.

The contractor agrees to send 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.

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 2 CFR Part 200 /24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 2 CFR Part 200 /24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 2 CFR Part 200 /24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 2 CFR Part 200 /24 CFR Part 135.

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

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). If you have any questions regarding the Section 3 Requirements or would like to discuss goals and planning for Section 3 Requirements please contact **Lloyd Wilson Jr., Resident Sustainability Manager**, by email 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) 643-2761. Please complete Attachment 16 and include it in your bid.

RESIDENT HIRING REQUIREMENTS / RESIDENT HIRING SCALE

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

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75.15 and 75.25, 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 75 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 § 75.9 or §75.19, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. After the Section 3 new rule went into effect on November 30, 2020, Tribes and Tribally Designated Housing Entities under the Indian Housing Block Grant and Indian Community Development Block Grant programs are no longer required comply with Section 3 requirements. The new rule at 24 CFR part 75 provides that contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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.

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."

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

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

Prepared by:

Title:

Phone:

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

BIDDERS NAME: _____
 ADDRESS: _____
 TELEPHONE: _____
 CONTACT PERSON: _____
 PROPOSAL AND BID FOR: _____

[illegible]

Phone:

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

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

Prepared by:

Title:

Phone:

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH
MBE/WBE EXHIBIT

MBE/WBE COMMITMENT WAIVER REQUEST FORM

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

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

Prepared by: _____ Title: _____ Phone: _____

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

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

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

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

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

LaVaris Ross, Labor Relations Specialist
Office of Davis Bacon & Labor Relations (DBLS)
Bank of America Building, Tower II
100 S. Charles Street,
Suite 500
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.



Development & Modernization
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

NOTICE TO ALL PROSPECTIVE BIDDERS

REQUEST FOR MANPOWER PLAN Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP CONTRACT NO. 600-08-26 REBID

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

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

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

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

Bidder's Name: _____

Name of the Person Signing the Bid: _____

Signature of the Person Signing the Bid: _____

Bid Due Date: _____



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

[illegible]



**Housing Authority
City of Pittsburgh**

**Development & Modernization
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org**

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

REQUEST FOR INFORMATION

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

Bidder's Capacity

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

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

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

Justification for Change Orders/Schedule: _____

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

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

Justification for Change Orders/Schedule: _____

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

Bidder's Name: _____ Bidder's Signature: _____
Date: _____

NOTICE TO ALL PROSPECTIVE BIDDERS
Previous Related Experience
for
Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP CONTRACT NO. 600-08-26 REBID

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

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

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

Reference 1			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



**Housing Authority
City of Pittsburgh**

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Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

**Previous Related Experience
for**

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP CONTRACT NO. 600-08-26 REBID

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

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

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

Reference 2			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



**Housing Authority
City of Pittsburgh**

Development & Modernization
412 Boulevard of the Allies, 6th Floor,
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

**Previous Related Experience
for
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Reference 3			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



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Reference 4			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
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Reference 5			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
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**Previous Related Experience
for
Murray Tower Comprehensive Rehabilitation Project, AMP-31**

HACP CONTRACT NO. 600-08-26 REBID

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Reference 6			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
2			
3			
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5			
6			
7			
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**Previous Related Experience
for
Murray Tower Comprehensive Rehabilitation Project, AMP-31**

HACP CONTRACT NO. 600-08-26 REBID

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

Reference 7			
Project:			
Contact:			
Contact Telephone Number:			
Contract Amount:			
Change Orders			
Number	Total \$ Value per Change	Description of Change	Reason for Change
1			
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***All contractors MUST submit 3 references and most recent HACP Job if applicable.**

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

☒ [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 01/31/2026)

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

US Department of Agriculture
Farmers Home Administration

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

7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %

Name and address (Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
- a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
- b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
- c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
- d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
- e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
- f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
- g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the controlling participants who propose to participate in this project are listed above.
4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- 1/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

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

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 01/31/2026)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

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

Part II- For HUD Internal Processing Only

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

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

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at www.gpo.gov and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

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

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

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

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

Who Must Sign and File Form HUD-2530: Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation.

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

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

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

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

PRA Statement: The public reporting burden is estimated at 3 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.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

SPECIAL PROVISIONS

NOTICE TO ALL PROSPECTIVE BIDDERS

Murray Tower Comprehensive Rehabilitation Project, AMP-31

Documents Required for Payment

HACP Contract No.: 600-08-26 REBID

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

- A. Periodic Estimate – HUD 51001**
- B. Schedule of Stored Materials – HUD 51003** (if applicable)
- C. Summary of Stored Materials – HUD 51004** (if applicable)
- D. Schedule of Change Orders – HUD 51002** (if applicable)
- E. Progress Payment Certification**
- F. Current/Approved Certified Payrolls** (submitted to HACP's Davis-Bacon Wage Clerk).
- G. MBE/WBE Utilization Report**
- H. Section 3 Summary Report**

Signature of Authorized Officer: _____

Date: _____

THIS DOCUMENT MUST BE SIGNED.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

**NON-COLLUSION
AFFIDAVIT**

State of _____

County of _____

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

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

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

Murray Tower Comprehensive
Rehabilitation Project, AMP-31
(Project Name)

600-08-26 REBID;
(HACP Contract No.)

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

(Signature and Date)

Subscribed and sworn to before me

this _____ day of _____, 20__

My Commission expires _____, 20__

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

FORM OF AGREEMENT

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

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

(Hereinafter called the Contractor)

AND

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

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

ARTICLE 1, STATEMENT OF WORK

The Contractor shall provide all labor, materials and equipment, and services necessary to perform and complete all work required in accordance with Fukui Architects, P.C. drawings for Murray Tower Comprehensive Rehabilitation Project, AMP-31 dated April 24, 2026 and Project Manual dated July 20, 2026 regarding:

CONTRACT NO. 600-08-26 REBID

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

The work shall begin at the time stipulated in the NOTICE TO PROCEED and in no event exceeding 545 consecutive calendar days from notice to proceed.

ARTICLE 2, THE CONTRACT PRICE

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

_____ (\$ _____)

ARTICLE 3, CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

- a. This Agreement
- b. Project Manual (including all component parts) dated July 20, 2026.
- c. Project Drawings issued by Fukui Architects P.C. dated April 24, 2026.

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

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-08-26 REBID this contract shall be binding on both parties.

(Printed or Typed Name)

(Printed or Typed Name)

Witness

{

(Signature and Date)

Principal

{

(Signature and Date)

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-08-26 REBID this contract shall be binding on both parties.

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

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

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

By signing this Form of Agreement, if the Housing Authority accepts and signs Contract No. 600-08-26 REBID 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

Attest

{

(Signature and Date)

Chief Contracting Officer

Principal

{

(Signature and Date)

Chief Development Officer

Approved as to

Contents and Costs

{

(Signature and Date)

Assistant General Counsel

Approved as to

Form

{

(Signature and Date)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

CONTRACTING OFFICER CERTIFICATION

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

_____(SEAL)
Secretary

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we,

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

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

_____ Dollars (\$ _____)

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

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

_____, 20_____ (the "Bid"), for construction of
(Insert date of bid)

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

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

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

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

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

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

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

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

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

this _____ day of _____ 20____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

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

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

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

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

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

IF THE PRINCIPAL IS A CORPORATION, SIGN HERE

*(CORPORATE
SEAL)*

(Corporate Name)

(Printed or Typed Name)

(Printed or Typed Name)

Witness

*President
V.P. ***

{

{

(Signature and Date)

(Signature and Date)

(Corporate Title)

(Corporate Title)

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ who signed this Bid on behalf of the

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

(CORPORATE
SEAL)

(Signature and Date)

SURETY SIGN HERE

(SURETY
SEAL)

(Printed or Typed Name)

(Printed or Typed Name)

Attest
{

(Signature and Date)

Surety ***
{

(Signature and Date)

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

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

PAYMENT BOND
(Labor and Materialmen's Bond)

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

KNOW ALL MEN BY THESE PRESENTS, that we,

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

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

_____ Dollars (\$_____)

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

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

_____, 20_____ (the "Bid"), for construction of
(Insert date of bid)

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

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

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

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

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

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

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

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

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

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

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

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

this _____ day of _____ 20_____.

IF THE PRINCIPAL IS AN INDIVIDUAL, SIGN HERE

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

IF THE PRINCIPAL IS A PARTNERSHIP, SIGN HERE

	(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 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)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

**Applicability. This form is applicable to any
construction/development contract greater than \$250,000.**

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. 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 75. 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, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. 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 Terms and Conditions (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, **Schedule** 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 of the work, and that it has investigated and satisfied itself

- (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

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

- required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

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

11. Material and Workmanship

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

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting

approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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- (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 **Construction** 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

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

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction 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

- (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 545 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

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

retain ten (10) percent of the amount of progress

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

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

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

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

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

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 **Convenience** 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 \$ ²⁵⁰ _____ [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

- (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 \$ 1 MILLION [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 \$ 1 MILLION

[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/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller 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, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading 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/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller 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/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller 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/Seller 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 that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such 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 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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 **Acts** 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

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; debayment. 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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (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.
- () 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.



**Housing Authority
City of Pittsburgh**

Development & Modernization
412 Boulevard of the Allies, 6th Floor
Pittsburgh, PA 15219
(412) 456-5020
www.hacp.org

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP Contract No. 600-08-26 REBID

SUPPLEMENTAL GENERAL CONDITIONS

SUPPLEMENTAL GENERAL CONDITIONS

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

If HUD 5370 applies:

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

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

If HUD 5370-EZ applies:

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

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

If HUD 5370-C applies:

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

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

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Date: _____

Signature: _____
Contracting Officer

Vendor Name(Insert vendor company name above)

Date: _____

Signature: _____

Title: _____

THE HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Murray Tower Comprehensive Rehabilitation Project, AMP-31

HACP Contract No. 600-08-26 REBID

WAGE DETERMINATION SCHEDULE

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

"General Decision Number: PA20260001 05/18/2026

State: Pennsylvania

Construction Types: Building

Counties: Pennsylvania Counties of
Allegheny

Modification Number	Publication Date
4	01/30/2026
5	05/18/2026

ASBE0002-001 08/01/2024

	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS).....	\$ 46.50	29.43

BOIL0154-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 48.28	33.17

BRPA0009-029 12/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 36.99	24.67

BRPA0009-060 12/01/2022

	Rates	Fringes
MASON - STONE.....	\$ 38.56	23.36

BRPA0009-061 12/01/2022

	Rates	Fringes
TILE SETTER.....	\$ 35.64	21.63

CARP0142-001 06/01/2023

	Rates	Fringes
CARPENTER/LATHER.....	\$ 38.92	20.06

CARP0274-003 01/01/2026

	Rates	Fringes
PILEDRIVERMAN.....	\$ 43.13	23.42

CARP1759-001 06/01/2023

	Rates	Fringes
FLOOR LAYER: CARPET.....	\$ 35.94	19.02

ELEC0005-007 12/26/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 49.11	36.79

ELEC0126-006 06/03/2024

	Rates	Fringes
LINE CONSTRUCTION: LINEMAN.....	\$ 54.38	30.13
LINE CONSTRUCTION (WINCH TRUCK OPERATOR).....	\$ 38.07	24.54
LINE CONSTRUCTION (TRUCK DRIVER).....	\$ 35.35	23.61
LINE CONSTRUCTION (GROUND MEN).....	\$ 32.63	22.68
LINE CONSTRUCTION (CABLE SPLICER).....	\$ 54.38	30.13

ELEV0006-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC: 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.....	\$ 61.07	38.44

ENGI0066-001 06/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATORS: CLASS III BRAKEMAN, DECK HAND, HELICOPTER SIGNALMAN, 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.....	\$ 32.83	24.05
POWER EQUIPMENT OPERATORS: CLASS II BALLAST REGULATOR, BOAT (MATERIAL OR PERSONNEL)(POWERED), BOILER, BORING MACHINE, COMPRESSOR (COMBINED WITH AIR TUGGER, AIR PUMP, GUNITE 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), LADAVATOR, 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. 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.\$ 35.62 24.05
 POWER EQUIPMENT OPERATORS: 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. 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.\$ 41.69 24.05

IRON0003-002 06/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 38.89	34.54

LABO0613-002 01/01/2019

	Rates	Fringes
LABORERS: GROUP 4 TOXIC OR HAZARDOUS WASTE HANDLING		

LABORER.....	\$ 23.12	17.60
LABORERS: GROUP 3 ASBESTOS REMOVAL OR ABATEMENT		
LABORER.....	\$ 22.65	17.60
LABORERS: 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.....		
	\$ 22.52	17.60
LABORERS: 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.....		
	\$ 22.37	17.60

LABO0952-004 01/01/2026

	Rates	Fringes
LANDSCAPING 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.....		
	\$ 27.09	19.03
LANDSCAPING GROUP 2 SKILLED LANDSCAPE LABORER TO PLANT ALL TYPES OF TREES AND SHRUBS WITHOUT DIRECT SUPERVISION.....		
	\$ 26.79	19.03
LANDSCAPING 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		
	\$ 26.37	19.03

PAIN0057-003 06/01/2023

	Rates	Fringes
PAINTER: BRUSH & ROLLER.....	\$ 30.56	23.72

PAIN0057-005 06/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 32.39	23.26

PAIN0751-001 09/01/2023

	Rates	Fringes
GLAZIER.....	\$ 35.65	29.73

PLAS0526-007 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 31.77	21.89

PLUM0027-002 06/01/2023		
PLUMBER.....	\$ 48.65	25.47

PLUM0449-001 06/01/2025		
PIPEFITTER.....	\$ 50.20	30.62

ROOF0037-001 12/01/2025		
ROOFER.....	\$ 41.21	21.46

SFPA0542-001 07/01/2024		
SPRINKLER FITTER.....	\$ 45.08	26.16

SHEE0012-002 07/01/2022		
SHEET METAL WORKER.....	\$ 39.50	30.79

TEAM0040-007 01/01/2026		
	Rates	Fringes
TRUCK DRIVERS: 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, PAYLODER, TOURNAWAGONS, AND SIMILAR EQUIPMENT WHEN NOT SELF LOADED); TAR AND ASPHALT DISTRIBUTORS TRUCKS, HEAVY DUTY TRAILER, SUCH AS LOW BOY, HIGH BOY 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.....	\$ 38.39	24.02
TRUCK DRIVERS: GROUP 1 SINGLE AXLE (2 AXLES INCLUDING STEERING AXLE); INCLUDES PARTSMAN AND WAREHOUSEMAN. TANDEM - TRI-AXLE - SEMI-TRACTOR TRAILER (COMBINATION) (3 AXLES OR MORE INCLUDING STEERING AXLE) 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.....	\$ 37.93	23.71

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:
 UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **◆SU◆** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

◆SU◆ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **◆SA◆** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **◆SA◆** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
 Wage and Hour Division
 U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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