

Invitation for Bid

The Rochester Housing Authority, Rochester, New York, will receive sealed bids for **Abatement of Unit 84 Bronson Ct.**

in connection with the **Above Project**, NY-41-17 at **84 Bronson Ct- 90 Dr. Samuel McCree Way, Rochester, New York**, until:

October 10, 2024 @ 11:00 a.m. at its Procurement Office, 495 Upper Falls Blvd., Rochester, New York, at which time and place all bids will be publicly opened and read aloud.

There will be a walk through at 84 Bronson Ct on September 18, 2024 at 11:00 am.

All questions for this solicitation must be received in writing before 3 PM September 27, 2024. All questions will be answered in a written summary or addendum.

The bid package may be obtained at www.rochesterhousing.org/bid-opportunities and at the Rochester Builder Exchange Plan Room www.robex.com beginning **September 10, 2024.** The Rochester Housing Authority reserves the right to reject any or all bids for any reason or to waive any informalities in the bidding.

Bids will not be accepted unless the documents have been obtained under the name of the bidding party and all other bid requirements, as identified here, are met. Bids must include all required documentation, bid security and addendum(s). Vendors must approved by Rochester Housing Authority.

The contact person (s) is/are **David Stier dstier@rochesterhousing.org**

A certified check or bank draft, payable to the Rochester Housing Authority or a satisfactory Bid Bond executed by the Bidder and an acceptable surety company listed on US Treasury Circular 570, in an amount equal to five percent (5%) of the bid shall be submitted with each bid more than One Hundred Fifty Thousand Dollars (\$100,000).

For all construction contracts exceeding \$100,000, the successful bidder shall be required to furnish and pay for a Performance and Payment Bond for 100% of the contract price (Surety company again must be listed on the US Treasury Circular 570 as a certified company)

The Rochester Housing Authority reserves the right to reject any or all bids for any reason or to waive any informalities in the bidding.

No bids shall be withdrawn for a period of ninety (90) days after bid opening. without the express consent of the Rochester Housing Authority.



To: All Contractors

All bids that are submitted to RHA must include completely filled out bid forms.

What does this consist of?

- a. Bid Proposal form must be completed with any unit prices and alternates
- b. Schedule of Amounts for Contract Payments (HUD-51000)
- c. Previous Participation Certification (HUD-2530) for jobs over \$50,000.00-completed
- d. Acknowledgment of Principal – **Notarized**
- e. Affidavit - **Notarized**
- f. Representations, Certifications, and Other Statements of Bidders (HUD-5369A) must be fully filled out completely
- g. 5% Bid Security for all bids over \$150,000
- h. If Applicable, Acknowledgment of receipt of Addendum(s). Signed cover page(s) of all addendum(s) pertaining to this project **must** be included with bid submission.
- i. Section 3 Vendor Commitment form. **MUST be included in your bid submission.**

(Note: All Notary stamps/signatures MUST be originals, not photocopies)

Failure to include the above items in your bid may render the bid non-responsive.

If you have any questions on the above paperwork or require any clarification, please contact dstier@rochesterhousing.org

PROPOSAL FORM
Abatement of Unit 84 Bronson Ct.

PROJECT NY 41-17

Date: October 10, 2024

Rochester Housing Authority
495 Upper Falls Blvd.
Rochester, New York 14605

Contractors:

The undersigned, having become familiar with the Contract Documents including all addenda (No's _____), the requirements necessary to provide, perform and/or supply as necessary the work, materials, supplies or equipment as either solicited or advertised and further having visited the site of the project to ascertain all local conditions affecting the cost of the work, material, supplies or equipment, hereby proposes to furnish all the labor, materials, tools, supplies, equipment and all other incidental items necessary to complete the work or deliver in first class condition supplies and/or equipment, including insurance and taxes, and to do and perform all things as required in the specifications, all in accordance with the Contract Documents, TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF, for the total sum of;

_____ and /100 dollars

(\$ _____)

If unit prices are noted for additional work or work that may be required in conjunction with this contract the unit prices will then become part of this proposal.

Unit Prices

\$ _____ N/A _____

DEDUCT Alternates

\$ _____ N/A _____

The undersigned further agrees to complete the entire work to the satisfaction of the Rochester Housing Authority, and in strict conformance with the Drawings, Specifications, and the Contract Documents within **60** calendar days after the date upon which work hereunder is to commence as set forth in the Notice and Order to Proceed, and that Liquidated Damages may be assessed by the Authority as per the "Schedule of Liquidated Damages" for each calendar day of delay beyond the completion date as established in the Notice and Order to Proceed. The Notice and Order to Proceed will commence on the day of the Pre-Construction Conference, and/or Purchase Order is given to the Contractor/unless a specific date is in the Special Conditions in the bid package.

(Bidder)

(Address)

(City State Zip)

(Signature & Title)

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 11/30/2023)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for the collection of this information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. Construction practices and HUD administrative requirements establish the need that HA's maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule of amounts for contract payments. 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.

Project Name & Location:		Example Project					
Name, Address, and Zip Code of Contractor						Project Number	xxxxx
Nature of Contract:		Example Project				Contract Number	xxxxx
Approved for Contractor by				Title:		Date	
Approved for Architect by				Title:		Date	
Approved by Owner by				Title:		Date	
Item No (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal (7)	
2	General Conditions (5%maximum)	1	lump sum	10.00	10.00	10.00	
3	Demo & Clearing					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
14	Masonry					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
19	Sheet Metal					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
22	Caulking					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
24	Lath & Plastering - Drywall					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
26	Finish Carpentry					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
32	Floors					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
33	Painting & Decorating					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
35	Plumbing					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	

	sub-item	Materials	1	each	100.00	100.00	
37	Ventilating System						450.00
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
38	Electrical						450.00
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
43	Other						450.00
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
57	Shades & Drapery Rods						450.00
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
60	Kitchen Cabinets						450.00
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
63	Punch List						450.00
		Labor	10	hours	35.00	350.00	
		Materials	1	each	100.00	100.00	
	Permits						10.00
	Overhead						10.00
	Profit						10.00
	Total Amount of Contract or Carried Forward						\$6,760.00

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative

X

Date signed (mm/dd/yyyy)

Previous editions are obsolete

form HUD-51000 (7/97)

ref Handbooks 7417.1 and 7485.1

Master List of Items

- Item NO. Division of Work

1 Bond

2 General Conditions (1)

3 Demolition & Clearing

Structures

4 General Excavation

Item NO. Division of Work

20 Rough Carpentry

21 Metal Bucks

22 Caulking

23 Weatherstripping

24 Lath & Plaster-Drywall

25 Stucco

Site Improvements

Retaining Walls

Storm Sewers

Sanitary Sewers

Water Distribution System

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 11/30/2023)

5	Footing Excavation	26	Finish Carpentry	Gas Distribution System
6	Backfill	27	Finish Hardware	Electrical Distribution System
7	Foundation Piles & Caissons	28	Glass & Glazing	Street & Yard lighting
8	Concrete Foundations	29	Metal Doors	Fire & Police Alarm System
9	Concrete Superstructures	30	Metal Base & Trim	Fire Protection System
10	Reinforced Steel	31	Toilet Partitions	Street Work
11	Waterproofing & Dampproofing	32	Floors	Yard Work
12	Spandrel Waterproofing	33	Painting & Decorating	(Other)
13	Structural Steel	34	Screens	(Other)
14	Masonry	35	Plumbing	
15	Stonework	36	Heating	
16	Miscellaneous & Ornamental Metal	37	Ventilating System	Equipment
17	Metal Windows	38	Electrical	Shade & Drapery Rods
18	Roofing	39	Elevators	Ranges
19	Sheet Metal	40	Elevator Enclosures-Metal	Refrigerators
				Kitchen Cabinets & Work
		41	Incinerators-Masonry & Parts	Tables
		42	(Other)	Laundry Equipment
		43	(Other)	(Other)
				Punch List (2)
				Lawns & Plantings

- General Conditions should be 3% to 5% of contract amount.
- Punch List should be approximately 1/2 of 1% or \$30.00 per dwelling unit whichever is greater.

Previous editions are obsolete

form HUD-51000 (4/20)
ref Capital Fund Guidebook

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 11/30/2023)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.							
Public reporting burden for the collection of this information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. Construction practices and HUD administrative requirements establish the need tha HA's maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule of amounts for contract payments. 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.							
Project Name & Location:		Abatement of Unit 84 Bronson Ct.-90 Dr. Samuel McCree Way					
Name, Address, and Zip Code of Contractor					Project Number		41-17
Nature of Contract:		Abatement			Contract Number		
Approved for Contractor by					Title:		Date
Approved for Architect by					Title:		Date
Approved by Owner by					Title:		Date
Item No	Description of Item	Quantity	Unit of Measure	Unit Price in Place	Amount of Sub-Item	Amount of Principal	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	
2	General Conditions (5% maximum of total contract)	1	lump sum		\$0.00	\$0.00	
3	Demo & Clearing Under Abatement					\$0.00	
	sub-item		hours		\$0.00		
	sub-item	1	each		\$0.00		
42	Other					\$0.00	
			hours		\$0.00		
		1	each		\$0.00		
63	Punch list-should be approximately equal to 1/2 of 1% or \$30/dwelling unit whichever is greater					\$0.00	
	sub-item		hours		\$0.00	\$0.00	
	sub-item	1	each		\$0.00		
	Permits or Variance					\$0.00	
	Overhead					\$0.00	
	Profit					\$0.00	
Total Amount of Contract or Carried Forward						\$0.00	
To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802							
Signature of authorized representative					Date signed (mm/dd/yyyy)		
X							
					form HUD-51000 (7/97)		
Previous editions are obsolete					ref Handbooks 7417.1 and 7485.1		

Previous Participation Certification

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

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

US Department of Agriculture Farmers Home Administration

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

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

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

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

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

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

Previous Participation Certification

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

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

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

Part II- For HUD Internal Processing Only

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

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

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

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

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

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

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

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

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

Who Must Sign and File Form HUD-2530:

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

Principals include all individuals, joint ventures,

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

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

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

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

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

Where and When Form HUD-2530 Must Be Filed:

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

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

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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

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

Specific Line Instructions:

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

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

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

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

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

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

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

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

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

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

Instructions for Completing Schedule A:

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

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

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

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

Column 5. Explain any project defaults during your participation.

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

Certification: After you have completed all other parts of

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

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

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

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

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

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

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

If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

Acknowledgment of Principal, if a Corporation

State of _____) S.S.

County of _____)

On this _____ day of _____ 20____ before me personally appeared

_____ To me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____

of _____. The corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the director of said corporation and that he/she signed his name thereto by like order.

Signature of Principal

Notary Public

Acknowledgment of Principal, if a Partnership

State of _____) S.S.

County of _____)

On this _____ day of _____ 20____ before me personally appeared

_____ To me known and known to me to be one of the members of the firm of _____, described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act of said firm.

Signature of Partner

Notary Public

Acknowledgment of Principal, if an Individual

State of _____) S.S.

County of _____)

On this _____ day of _____ 20____ before me personally appeared

_____ To me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same.

Signature of Owner

Notary Public

If bidder is a firm, state here the name and residence of each member thereof.

Name of Partners

Residence Address

Affidavit of Non-Collusion

State of _____)
County of _____) S.S.
City of _____)

_____ Being first duly sworn deposes and says: that he/she is _____
(Printed Name) (Title)

of _____ the party making the foregoing proposal or bid, that such bid is
(Company Name)
genuine and not collusive or sham that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bid, 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 afficant or any other 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 Rochester Housing Authority or any person interested in the proposed contract and that all statements contained in said proposal or bid are true.

Each bidder that contacts the Rochester Housing Authority (RHA) during the restricted period of a proposal or bid shall only make contact with the individuals stated in the bidding paperwork provided by RHA or contact those referred to by an individual stated in the RHA bidding paperwork. Contact to any other employee, officer, or member of the RHA regarding a bid or proposal during the restricted period is in violation of New York State – State Finance Laws Section 139-j and 139-k. The “restricted period” of a bidding opportunity is the period of time commencing with the earliest written notice or advertisement and ending with the final contract award written notification provided by RHA. By signing this affidavit the bidder understands of and agrees to comply with the RHA's procedures relating to permissible contacts during a governmental procurement pursuant to New York State Finance Laws Section 139-j and 139-k, that all information provided to the RHA with respect to these sections is complete, true, and accurate. In the event such certification is found to be intentionally false, intentionally incomplete, or does not disclose the determination of being non-responsible by any other governmental entity for violating similar regulations over the previous four years then the RHA reserves the right to terminate any contracts awarded to such bidder.

Signature of Bidder

Date

Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public

If oath is taken outside of New York State, a County Clerk's Certificate as to the authority of the officer administering the oath must be attached.

**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 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] —

[x] (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;

[x] (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 [] 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.

**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)

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. 11/30/2023)

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.
- (j) "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.

2. Contractor's Responsibility for Work

- (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.

- (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.

- (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 _____ 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

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

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

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

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

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

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

subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **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 \$ _____ [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 \$ _____ [Contracting Officer insert amount]

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

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

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

37. Subcontracts

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

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

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

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

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

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

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

39. Equal Employment Opportunity

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

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$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

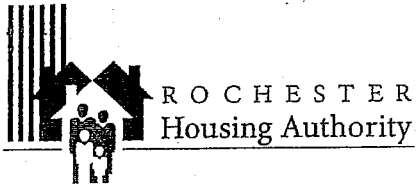
(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

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.



Procurement Department
675 West Main Street
Rochester, NY 14611
(585) 697-3625 (585) 697-7164 Fax
WWW.ROCHESTERHOUSING.ORG

5/26/11

TO: Contractors Performing Work for the Rochester Housing Authority

RE: Policy regarding: Three (3) contract limit, dollar threshold contract limit, shared interest in multiple businesses, and shared insurance for multiple businesses.

The RHA, in accordance with HUD regulations and HUD Handbook 7460.8 Rev. 2, awards construction contracts to the lowest Responsible, Responsive bidder whose bid conforms to the solicitation. The RHA will qualify an apparent low bidder to determine if they are Responsible and Responsive. The RHA may require statements of business, sub-business and/or financial records of contractors as part of the qualifying process. Per HUD 24 CFR 85.36 (b) (9) and HUD 5369 (d), RHA may reject any and all bids for any reason. Some of the reasons RHA may reject a bid by way of example are as follows:

The RHA may reject a contractor's bid and disallow them from contract award for performing more than three (3) separate contracts for RHA at one time.

The RHA may reject a contractor's bid and disallow them from contract award if their current contracted dollar amount of work with RHA exceeds \$1,000,000.00.

The RHA may reject a contractor's bid and disallow them from contract award if RHA believes that an individual has an interest in more than one of the bidding companies. This would include a company in which a bidder is part owner, an employee of, has an employee that is bidding as a separate entity, or is a/has a family member in another bidding company. This may also include bidders that have performed work as a subcontractor within the last three months for another bidding firm.

The RHA may reject a contractor's bid if two different contractors have two separate RHA contractor accounts with one insurance certificate listing them both.

The RHA may reject a successful bidder hiring a competing bidder as a subcontractor or employee on any RHA jobs in which both companies submitted a bid.

Any company meeting any of the criteria listed above and could have a contract rejected, may submit a written request to the RHA Procurement Department (prior to the bid submission date) to request that RHA consider their bid. The request should state why RHA should consider the bid, the relationship and/or business history between the two parties, and/or why the company feels that there is not a conflict of interest between the two parties bidding on the same work. A determination will be made by the RHA Contracting Officer or his/her designee before the bid submission deadline whenever possible. The RHA may not accept any written requests for consideration after the bid submission deadline.



Procurement Department
675 West Main Street
Rochester, NY 14611
585-697-6182
procurementRHA@rochesterhousing.org

RHA Contractor/Vendor Section 3 Goals

What Is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to **the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

RHA SECTION 3 CONTRACTOR/VENDOR

COMMITMENT FORM

INSTRUCTIONS: All contractors/vendors **MUST** complete this Section 3 commitment form as part of their bid/proposal, or to amend a commitment after a contract has been successfully awarded. Please answer the questions, **AS PROMPTED**. This form must be signed when completed. If additional forms are required, it will be noted in the appropriate section of this form.

Is your company an RHA recognized Section 3 Business Concern? (Check one) **YES** _____ **NO** _____

If **YES**, provide RHA Section 3 Business Concern Certificate, initial clauses (a - e), and complete signature page at the bottom of this form.

If **NO**, initial clauses (a - e) and continue to Question 2:

1. As a recipient of a Section 3 covered contract you, the company, understand the obligations of a Section 3 covered contract and certify to the following: (please read each clause carefully, and initial on the line next to each clause)
 - a. _____The work to be performed under this contract is subject to the requirements of Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance to **the greatest extent feasible**, be directed to low-income persons, particularly persons who are recipients of RHA assistance for housing.
 - b. _____The parties (RHA and the Contractor) to the contract agree to comply with HUD's regulations.
 - c. _____The company agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the company'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. (This is **only** required for **new (unfilled)** employment opportunities for this project, before the project start, **or** that arise **during the project**)
 - d. _____The company agrees to include this Section 3 clause in every subcontract.
2. Does your company or subcontractor need to hire additional labor **for this project**? YES____NO____
(Check one and initial clause)

_____ Contractor/Vendor agrees to interview RHA supplied, low-income candidates (if available) for **open** positions before the start of the project or that arise **during the project**. (contractor/vendor is not required to hire candidates who are not qualified for the open position(s) but must provide an interview opportunity)

3. Does your company have **unfilled** subcontracts for this project? YES ___ NO ___ (Check one and initial clauses)

_____ Contractor/Vendor agrees to notify the RHA if/when a need to subcontract occurs **during the project.**

_____ Contractor/Vendor agrees to interview/negotiate with RHA supplied, low-income subcontractor candidates (if available) for the needed service (if needed). (**contractor/vendor is not required to subcontract to businesses not qualified for the needed services or who cannot supply the services at an agreeable price**)

4. _____ Contractor/Vendor agrees to submit a list of all employees who worked on the project including subcontractor employees stating the employee's address, date of hire, income at date of hire and current annual income. (This will be a fillable close out document supplied by RHA)

5. _____ Contractors agrees to submit certified payrolls for all contracts \$2,000 or more.

I/we (*name of company*) _____ located at

(*Address of company*) _____

By signing below, the company acknowledges and understands that it has reviewed RHA's Section 3 compliance requirements and agrees to comply with the selected commitments indicated above. Contractor/Vendor attests that the proof supplied, and representations made for Section 3 status are accurate, to the best of its knowledge and belief and understands that any intentional submission of false information shall be a material breach of the contract. 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 in good faith to the RHA Section 3 compliance goals. The undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR TO AWARD of a contract and acknowledges that failure to submit this form may jeopardize the responsiveness of its submission.

Signature

Date

Title of Signatory

For any questions regarding this Form, please contact Melissa Berrien at mberrien@rochesterhousing.org or 585-232-1112 ext. 229

Abatement of Unit 84Bronson Ct.

General Scope of Work

Demolition Under Abatement:

- See environmental engineering drawings for selective demolition.
- This unit will need **all** drywall and compound removed. Any fixtures and insulation that is in contact with these elements will need to be removed as well.
- Framing, electrical, plumbing, mechanical units & plenums are to remain and be protected and cleaned if exposed to ACM's. Electrical face plates and fixtures can be disposed of. Furnaces and water heaters will be functional and can be turned off during the abatement. Ducts are to be taped-off.
- Contractor to ensure that the unit is secured **at all times** when no one is on site.
- Contractor is to provide dumpster as required, shall not overfill dumpster and will be responsible for securing it overnight. This will need to have warning signage and be taped-off and covered when not in use. Dumpster location will need to be noted and pathway to unit sectioned-off. There is a staging area on site for another project that can be used.
- Safety plan for removal of materials under abatement is required for the safety of the residents, employees and contractors. RHA project manager will need to approve all safety plans prior to the start of any work.
- Abatement plan and any variance, if needed, will need to be provided. Cost for variance to be included in contractor price and paid for by contractor. RHA will be responsible for providing air monitoring.
- Contractor should be certified or have a subcontractor certified in mold removal in case there is mold under the drywall in any area. If black mold or other RBM is found, contractor is to notify RHA Sr. PRS for direction.
- After final inspection, the units should be ready for renovation.
- Contractor will be invited to Procore for all submittals at no cost.

Abatement of Unit 84-Bronson Ct.

Notes to Contractors and Special Instructions

Project:

This is a competitively bid contract to abate the townhouse unit at **84 Bronson Ct-90 Dr. Samuel McCree Way, Rochester, NY 14608**. This unit will eventually be renovated/updated to recreate the floor plan to today's family lifestyle. The first step is to abate all drywall and some caulk to remove all RBM's.

List of interested contractors and Pre-Project walk-through:

It is important to **register** and obtain plans and specifications **prior to the walk-through**. Plans and specifications will be available on **RHA's and Builders Exchange Websites**. A tour of the site and review of the project will occur with interested contractors prior to the bid opening. The plans may not illustrate all defined field measurements. It will be important to verify actual field conditions and measurements prior to your bid. Multiple walk-through's will not be held. Please make sure someone from your team attends the walk-through.

Important note: Any **questions** generated during the walk-through or upon reading the plans must be answered the same to all interested parties. Therefore, any questions you have regarding this project will be answered in a pre-bid addendum to all registered contractors. If you have any questions during the walk-through, you will be instructed to e-mail your questions to David Stier at RHA (dstier@rochesterhousing.org) after the walk-through. Your questions will be answered in an addendum and be delivered to all registered parties via E-Mail and posted on the website.

Bonding Requirements:

A certified check or bank draft, payable to the Rochester Housing Authority or a satisfactory Bid Bond executed by the Bidder and an acceptable surety company listed on US Treasury Circular 570, in an amount equal to five percent (5%) of the bid shall be submitted with each bid more than One Hundred Thousand Dollars (\$100,000). The Bid Bond must be submitted in your bid package, or your bid will be considered non-responsive, non-responsible, and will not be accepted. For all construction contracts exceeding \$100,000 the successful bidder may be required to furnish and pay for a Performance Bond & a Payment Bond each for 100% of the contract price (Surety company must be listed on the US Treasury Circular 570 as a certified company. Contractor is to be licensed and insured for abatement prior to bid submittal.

Pre-qualification meeting

The contractor will be responsible to complete the full scope of work as indicated on the plans and specifications. Through a pre-qualification process, the contractor selected will need to show that they have the staffing and skills to perform all the obligations of the project and in the timelines required. The "apparent low bidder" will be asked to provide (3) references and might be asked for the primary material submittals prior to the final PO award and notice-to-proceed.

HUD Section 3 requirements:

HUD requires all contracts funded with HUD dollars comply with Section 3 requirements. Section 3 is a HUD program designed to employ low-income workers to the greatest extent feasible on HUD funded projects. The prime contractors for this project will fulfill their Section 3 requirements for this bid by completing the "Section 3 Vendor Commitment Form" in the bid package.

Scheduling before and throughout the project:

At the pre-construction meeting, the contractor must submit an advance work plan (calendar schedule/GANTT Chart) to show how he/she can accomplish the work in the **60 calendar days**. This plan would graphically illustrate weekly goals and staffing. Once per week, the project foreman will meet with the RHA representative and/or Architect/Engineer to review the progress from the past week and see if there are any adjustments needed for the coming week. Please refer to the phasing plan on the drawings and incorporate this into the submittal. Work hours are 8:30 am-4:30 pm Monday through Friday unless otherwise given permission. Arrival on the site can be before that, but no noise or work can start before 8:30 am.

Staffing, Skills and timeline:

The contract timeline for this project will be a maximum of **60 calendar days** from the Notice-To-Proceed. Please note that the **60 calendar days** will include all lead times, submittals, mobilization, construction, punch list and paperwork

close-out. Prior to the final selection of the contractor, RHA will meet with that contractor to review his/her ability to meet the staffing, skill set and timelines for this project. The start of the **60 calendar days** will be determined at the completion of the pre-construction meeting and the corresponding issue of the PO and Notice-To-Proceed. The count for contract days and construction days will include weekends and holidays; 7 days/ week (calendar days).

Contractor's schedule of values

The contractor will be required to submit a thoughtful schedule of values with the bid documents. (See HUD form 51000-Schedule of Amounts for Contract Payments. It will be the responsibility of the contractor to have this document completed with accuracy prior to bidding on the work. Make sure it adds up to the total amount. Then going forward, a copy of the completed HUD form 51000 must be available at all meetings, pre-construction, during construction, and as part of the billing and payment process. Procore software will be used for the construction process. This will be shared with contractor at start of project with no charge to the contractor.

Permits

The contractor will obtain and pay for all necessary NYS and/or City of Rochester permits that will cover the full project. The permit must be obtained in the first week of the contract, if required. A copy of the permit(s) will be posted at the site. A copy must be submitted to RHA Project Manager. Contractor is responsible to administer any permit inspections and close-out documents required to RHA Project Manager.

Contractor payroll, sign in sheets, change orders

The contractor will be required to have the employees sign a **"sign-in sheet"** each day on the job. A copy of the record shall be retained by the contractor and one copy shall be provided to RHA Procurement Dept. weekly. The sign-in sheet will be a key document for the processing of the payroll. This project will have Davis Bacon wage rates assigned and the contractor will need to show they are paying the employees a minimum of the said wage rate by submitting a weekly Certified Payroll Form to RHA's Procurement Dept.

RHA does not expect change orders for this project. Materials and staff should be readily available. The majority of the work is indoors. It will be critical that the contractor order materials and have equipment reserved to mobilize as soon as possible after receipt of the PO. If there is a need for a change of plan or a change order, all work (associated with the change) must stop until the change order is fully approved by RHA. It is the responsibility of the contractor to understand the HUD change order process. The contractor must swiftly initiate the completed change order request to RHA, not vice versa. Forms will be provided in a fillable format as needed.

Contractor set-up:

Contractor will need to coordinate the area for set up of dumpster and porta-john. Porta-john must be locked at all times when there is no work going on at the site by the contractor or subcontractor. If there is a need to store materials at the site other than in the unit, that will need to be coordinated with the RHA Project Manager. There is a staging area on site that other contractors are using but may also accommodate your company.

The contractor will be expected to have their full support team on site during the start-up of day one for a kick-off meeting.

Site/lawn Restoration:

The General Contractor shall correct any site lawn damage caused because of the project, to a minimum of pre-project condition. The contractor is advised to take pre-project photos to document site conditions. Lawn restoration must be minimum of pre-project condition or 80% grass growth/restoration before any final payments will be made.

Warranties and owners' manuals

Please note that all project workmanship and contractor supplied materials will be warranted by the contractor for a period of **2 full years** from the date of substantial completion or the manufacturer's warranty-whichever is longer. If RHA staff discovers any problem during the warranty period, an RHA mechanic will investigate the problem prior to calling the contractor. If the contractor is called for a warranty issue, RHA will work with the contractor to access the area. The contractor is expected to correct the problem in an efficient manner. The contractor is required to deliver 1 copy of an owner's manual in an electronic PDF upon completion of the work. This includes full documentation of the primary materials maintenance instructions along with the manufacturer warranties.

SECTION 003126 – EXISTING HAZARDOUS MATERIALS INFORMATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

Existing Hazardous Materials reports are included as attachments at the end of this section and are hereby incorporated into the Procurement and Contracting Requirements by reference.

A copy of LaBella Associates, D.P.C., "Limited Pre-Renovation Regulated Building Materials Inspection" report dated June 17, 2024, is bound in this Project Manual (Attachment A).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 003126



ATTACHMENT A:
LIMITED PRE-RENOVATION
REGULATED BUILDING MATERIALS
INSPECTION REPORT -
JUNE 17, 2024

Limited Pre-Renovation Regulated Building Materials Inspection

Location:

Bronson Court Townhouses
84 Bronson Court
Rochester, New York 14608

Prepared for:

Rochester Housing Authority
675 West Main Street
Rochester, New York 14611

LaBella Project No.

2242572

June 17, 2024



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1.0 PROJECT DESCRIPTION

In accordance with current regulations, LaBella Associates, D.P.C. (LaBella) conducted a Limited Pre-Renovation Regulated Building Materials (RBM) Inspection in Unit 84 of the Bronson Court Townhouses located in Rochester, New York. The objective was to identify suspect RBMs, such as Asbestos-Containing Materials (ACM), Lead-Based Paint (LBP), PCB-containing materials and equipment, and Mercury-containing equipment (MCE) that may require abatement or removal prior to or during renovation activities due to applicable regulations.

The areas inspected were limited to the interior spaces of Unit 84 that are expected to be impacted during an upcoming renovation project. Materials and locations understood to be impacted by this project were determined from information provided by Rochester Housing Authority.

2.0 INSPECTION PROCEDURES

The following procedures were used to obtain the data for this Report:

- A. Existing documentation was requested for review. Several historical reports were reviewed to develop an understanding of the previously sampled materials and confirmed ACMs present throughout the apartment complex.
- B. A visual inspection of the interior spaces of Unit 84 was conducted to identify visible and accessible sources of suspect RBMs. Photographs captured during this inspection are attached in Appendix C.
- C. Bulk samples of accessible suspect materials were collected and submitted for laboratory analysis.
- D. Asbestos samples were submitted for laboratory analysis. Preliminary Polarized Light Microscopy analyses were performed by LaBella Laboratories, a NYSDOH accredited laboratory, to determine the presence and percentage of asbestos in each sample. Transmission electron microscopy analyses of NOB materials, if necessary, were performed by AMA Laboratories.
- E. Suspect painted or glazed materials were spot checked in the field using X-Ray Fluorescence (XRF) testing procedures for the presence of lead.
- F. Results of the laboratory analyses, field testing and the visual on-site inspection were compiled and summarized.

3.0 INSPECTION LIMITATIONS

This inspection was conducted in accordance with generally accepted environmental engineering practices for this region. Collection of bulk samples of suspect RBMs was limited to those materials readily accessible using hand tools or hand-held power tools. Homogeneous materials were identified and located based on visual observation from readily accessible points. The data derived from representative samples of any given homogeneous material represent conditions that apply only at that particular location. Inspection protocol and methodology requires that sample data be used to draw conclusions about the entire homogeneous area, but such conclusions may not necessarily apply to the general Site as a whole.

No sub-surface investigations were performed to determine the possible presence of regulated materials on or in the immediate vicinity of the Site. No record drawings of the building were available for review as part of this investigation.



LaBella makes no other warranty or representation, either expressed or implied, nor is one intended to be included as part of its services, proposals, contracts, or reports. No inspection can wholly eliminate the uncertainty regarding the potential for undiscovered RBMs. The Work performed by LaBella is intended to reduce, but not eliminate, uncertainty regarding the potential for RBMs at the Site. This inspection report is not intended to be a bid document for an abatement scope of work. This report is intended to satisfy the requirements of NYS Code Rule 56-5 for inspections.

4.0 INSPECTION RESULTS

4.1 Asbestos-Containing Materials (ACMs)

Based on laboratory analyses of bulk samples collected, the following materials were determined to contain greater than 1% asbestos. However, the following table does not include all of the materials sampled during this inspection; for a full list of materials sampled see the *Asbestos Bulk Sample Summary Table* immediately following this report.

Type of Material	Typical Location	Estimated Amount ¹	Friability	Condition
White Joint Compound	Walls and Ceilings Throughout Apartment Unit ~ See Additional Details Below ~	3,825 SF	Non-Friable*	Good
Tan Caulk	Wall Seam where CMU meets Drywall ~ See Additional Details Below ~	85 LF/ 2 SF	Non-Friable	Good

*This material is considered to be non-friable in its current, intact condition. However, this material has the potential to become friable during any renovation/demolition activities that will disturb the material.

ACM Project Specific Details

Joint Compound

White asbestos-containing joint compound is located on the walls and ceilings throughout the inspected unit. Since these surfaces are painted, it is not possible to determine the exact extent and locations of the joint compound. Joint compound is typically used for both taping joints and filling nail indentations in drywall construction.

Therefore, for removal estimating purposes, it is assumed that the joint compound would be removed along with the underlying drywall, which covers an area of approximately 3,825 square feet. This estimate is based on field measurements taken at the time of the site visit.

Caulk

Tan asbestos-containing caulk is located along the wall seam where the drywall wall system meets the concrete masonry unit (CMU) block wall in the following locations:

- Kitchen/Dining Room 4
- Living Room
- Bedroom 1
- Bedroom 3
- Hall

The caulk was observed to be in generally good condition and covers an area of approximately 85 linear feet. With a ½" bead of caulk, an estimated equivalent area of 2 square feet of asbestos-containing caulk is present throughout the unit.

¹ For general reference only: Estimated amounts of confirmed ACM listed above were obtained through field observations made during site visits. Quantities are approximations and LaBella assumes no responsibility if used for bidding.



4.2 PCB-Containing Materials and Equipment

Capacitors in Fluorescent Light Fixture Ballasts

Ceiling mounted fluorescent light fixtures were observed in various spaces of the inspected unit. Older vintage fluorescent light fixtures manufactured prior to 1980 typically contained a capacitor filled with PCB fluid. A representative number of light fixtures were dismantled and all had ballasts labeled “No PCBs.” Based on these observations made at the time of the site visit, to the extent feasible, the ballasts within the inspection area can be considered to be non-PCB-containing. However, if non-labeled ballasts are encountered during renovation activities, contractors shall ensure that all components are properly managed and disposed of in accordance with 40 CFR 761.

Caulking and Glazing Compounds

According to the Environmental Protection Agency (EPA), PCB-containing building materials were commonly used in buildings built or renovated between circa 1950 and 1979. Caulking and glazing compounds were often used around windows, door frames, building joints, masonry columns and other masonry building materials. PCBs from manufactured sources (caulk), may also contaminate adjoining materials, such as masonry or wood, through direct contact and create secondary sources.

As such, prior to removal, the EPA recommends testing caulk and other building materials to determine what protections are needed during removal, and to determine proper disposal requirements. Building materials (caulking, sealants, etc.) containing equal to or greater than 50 ppm PCB must be disposed of as PCB-Contaminated hazardous waste in accordance with 40 CFR part 761, subpart D.

*During the site inspection, an **insufficient** amount of suspect caulk material was observed. As such, bulk sample collection for PCB analysis was unable to be performed in conjunction with this inspection.*

4.3 Mercury-Containing Equipment (MCE)

During the inspection, four (4) fluorescent light bulbs were observed in ceiling mounted fluorescent light fixtures in the following locations throughout the inspected unit:

Location	Material Description	Quantity
Kitchen	Fluorescent Light Bulbs	2
Bathroom	Fluorescent Light Bulbs	2

These light bulbs contain varying amounts of mercury vapor. To prevent breakage and the release of mercury, bulbs should be removed and sent to a mercury recycling facility prior to any renovation activities.

No other mercury-containing equipment was identified in the inspected areas.

4.4 Lead – Based Paint (LBP)

Several representative interior painted and glazed surfaces were observed and tested for the presence of lead-based paint using XRF testing procedures. In accordance with Environmental Protection Agency (EPA) protocols, none of the tested surfaces were determined to contain lead above the action level threshold of 1.0 mg/cm². However, additional lead-based materials may exist within the building. Therefore, Contractors shall be responsible for determining the quantity, location and condition of materials not tested during this inspection.

The unit inspected for this project includes spaces applicable to the requirements of EPA 40 Code of Federal Regulations (CFR) 745: Lead-Based Paint Renovation, Repair and Painting (RRP) Program Rule. The RRP Rule affects any contractor who disturbs known or presumed lead-based paint during any renovation, repair or painting projects in housing, child care facilities, and preschools built before 1978. Any contractor performing renovation work in applicable areas throughout the building must be



certified, assign a “certified renovator” to each job where lead-based paint will likely be disturbed, train its renovation workers, distribute the EPA’s Renovate Right lead hazard pamphlet before starting work, and use lead safe work practices.

Additionally, lead was detected at low concentrations in a variety of building materials (i.e., walls, vinyl wall bases, door components, I-Beams) throughout the unit. Renovation and demolition contractors should be informed of the presence of lead for OSHA compliance considerations.

For purposes of reading this report, and understanding which wall or component in a particular space was sampled, walls were assigned the letters A, B, C, or D. The wall labeled as “A” is the address side of the building; walls B, C, and D will follow clockwise in succession.

5.0 OBSERVATIONS AND CAUTIONARY STATEMENTS

Vermiculite

Vermiculite has been used as loose insulation in attics, walls, CMU block, and as a component of plaster, fireproofing and other building materials. The NYS Department of Health considers loose-fill Vermiculite to be an asbestos-containing material, and that building materials containing Vermiculite should be treated as asbestos-containing until sent for additional analysis and proven negative in accordance with NYS DOH guidelines.

Vermiculite was **not** observed in spaces and materials inspected for this project. However, destructive investigation of wall cavities was not conducted, and therefore, the presence or extent of this material’s application throughout the building was not determined. Cautionary measures should be taken during construction, renovation, and demolition to ensure that proper steps are taken if Vermiculite is discovered in previously inaccessible locations. If Vermiculite is discovered, work should be stopped immediately to address the issue and prevent the uncontrolled release and distribution of an asbestos-containing material.

Potentially Hidden/Inaccessible RBMs

Although this inspection was conducted in a manner consistent with recognized professional practices, the potential does exist for additional RBMs to be located in the following inaccessible areas because of the operational constraints mentioned above:

- Inside wall and/or ceiling cavities
- Exterior of the building
- Electrical components

If future building renovations are to take place, it is recommended that the above areas/materials be re-investigated using destructive sampling techniques as necessary, in order to identify and sample currently hidden/inaccessible suspect RBMs that could potentially be discovered during building renovations.

Asbestos Bulk Sample Summary Table

Asbestos Bulk Sample Summary Table

Limited Pre-Renovation Regulated Building Materials Inspection
Bronson Court Townhouses
84 Bronson Court
Rochester, New York 14608

Items in Bold are Confirmed ACM

<i>Sample #</i>	<i>Type of Material</i>	<i>Sample Location</i>	<i>Results % Asbestos</i>
BC84-1A	Brown/Black Flooring	Kitchen/Dining Room, Floor	None Detected
BC84-1B	Brown/Black Flooring	Kitchen/Dining Room, Floor	None Detected
BC84-2A	Tan Streaked 12" Floor Tile	Living Room, Floor Under Carpet	None Detected
BC84-2B	Tan Streaked 12" Floor Tile	Bedroom 3, Floor Under Carpet	None Detected
BC84-3A	Tan Floor Tile Mastic	Living Room, Floor Under Carpet	None Detected
BC84-3B	Tan Floor Tile Mastic	Bedroom 3, Floor Under Carpet	None Detected
BC84-4A	White/Gray Sheet Vinyl	Living Room, Floor in Front of Door	None Detected
BC84-4B	White/Gray Sheet Vinyl	Bathroom, Floor	None Detected
BC84-5A	Tan Stair Tread Mastic	Living Room, Under Stair Tread	None Detected
BC84-5B	Tan Stair Tread Mastic	Living Room, Under Stair Tread	None Detected
BC84-6A	Gray Drywall	Basement Stairwell, Wall	None Detected
BC84-6B	Gray Drywall	Bedroom 1, Ceiling	None Detected
BC84-7A	White Joint Compound	Basement Stairwell, Wall	Chrysotile 3.0
BC84-7B	White Joint Compound	Kitchen/Dining Room, Wall	Chrysotile 2.2
BC84-7C	White Joint Compound	Living Room, Ceiling	Chrysotile 2.6
BC84-7D	White Joint Compound	Bedroom 1, Ceiling	Chrysotile 2.2
BC84-7E	White Joint Compound	Bedroom 2, Wall	Chrysotile 2.3
BC84-7F	White Joint Compound	Bedroom 3, Wall	Chrysotile 2.7
BC84-8A	Tan Caulk	Bedroom 1, Wall Seam Where Drywall Meets CMU	Chrysotile 8%
BC84-8B	Tan Caulk	Bedroom 3, Wall Seam Where Drywall Meets CMU	Not Analyzed Duplicate of 8A



APPENDIX A:

INSPECTION FACT SHEET

Inspection Fact Sheet

Name and Address of Building/Structure

Bronson Court Townhouses

84 Bronson Court

Rochester, New York 14608

Name and Address of Building/Structure Owner

Rochester Housing Authority

675 West Main Street

Rochester, New York 14611

Name and Address of Owner's Agent

LaBella Associates, D.P.C.

300 State Street, Suite 201

Rochester, New York 14614

Name of the Firm & Person Conducting the Inspection

LaBella Associates, D.P.C.

Chris Enright (NYSDOL Cert. #24-6130A-SHAB)

Date the Inspection Was Conducted

June 3, 2024



APPENDIX B:

SAMPLE LOCATION DRAWING



APPENDIX C:

INSPECTION PHOTOS



Photo 1

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Kitchen



Photo 2

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Living Room



Photo 3

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Bedroom



Photo 4

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Bathroom



Photo 5

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Bedroom

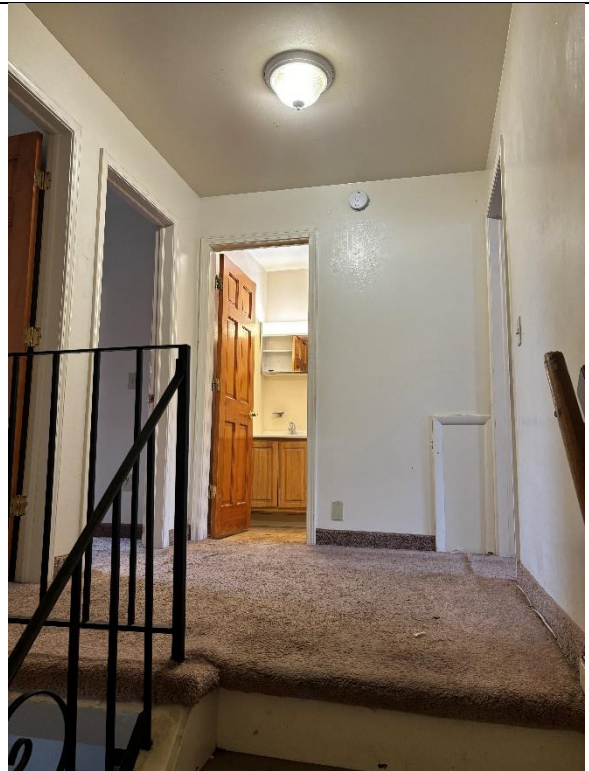


Photo 6

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Hall



Photo 7

View of Tan Asbestos-Containing Caulk in the Wall Seam Where Drywall Meets CMU in the Hall

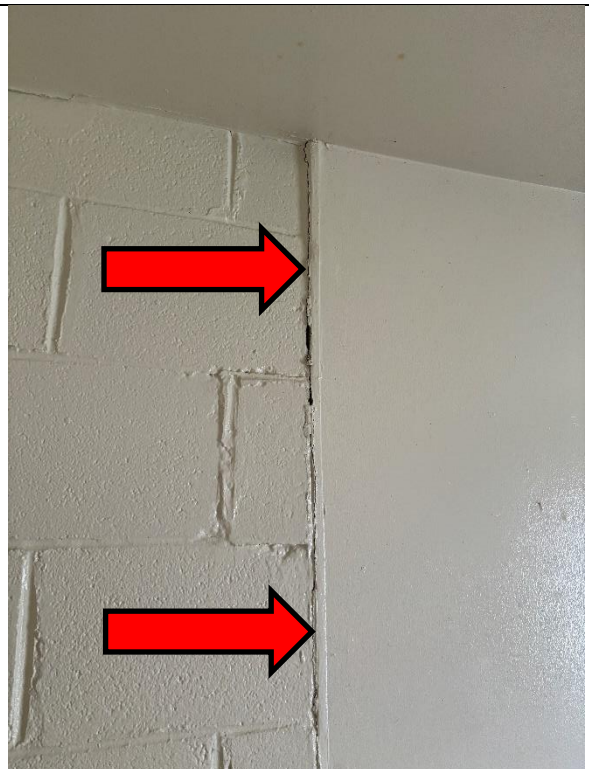


Photo 8

View of Tan Asbestos-Containing Caulk in the Wall Seam Where Drywall Meets CMU in Bedroom 1



APPENDIX D:
LABORATORY ANALYTICAL
REPORTS

Bulk Sample Asbestos Analytical Report

ABELLA ASSOCIATES, DPC
ANALYTICAL LABORATORY
300 STATE STREET
ROCHESTER, NY 14614
585.454.6110 FAX 585.454.3066

LBL ELAP # 11184
All TEM analysis by AMA Lab, ELAP # 10920
PLM Methods: 198.1, 198.4 & 198.6
RSD: 18.3

LBL JOB # 39624

Page 1 of 1

Client Code:

CLIENT: Labella Associates

Project Number: 2242572

ADDRESS: 300 State Street

Rochester, NY 14614

Sample Type: PLM Bulk

Sample Date: 6/3/2024

PROJECT LOCATION: 84 Bronson Court, Rochester, NY

Field ID	LBL ID	Method	Asbestos Type	%	Other Fibers	%	Matrix	%	Color/Description
BC84-1A	39624-1	T	ND		ND		MIN/VINYL	100	BROWN/BLACK FLOORING
BC84-1B	39624-2	T	ND		ND		MIN/VINYL	100	BROWN/BLACK FLOORING
BC84-2A	39624-3	T	ND		ND		MIN/VINYL	100	TAN FLOOR TILE
BC84-2B	39624-4	T	ND		ND		MIN/VINYL	100	TAN FLOOR TILE
BC84-3A	39624-5	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-3B	39624-6	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-4A	39624-7	T	ND		CELL/GLASS	30	MIN/VINYL	70	WHITE/GRAY SHEET VINYL
BC84-4B	39624-8	T	ND		CELL/GLASS	30	MIN/VINYL	70	WHITE/GRAY SHEET VINYL
BC84-5A	39624-9	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-5B	39624-10	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-6A	39624-11	P	ND		ND		MIN	100	GRAY DRYWALL
BC84-6B	39624-12	P	ND		ND		MIN	100	GRAY DRYWALL
BC84-7A	39624-13	P	CHRYSTILE	3.0	ND		MIN	97	WHITE JOINT COMPOUND
BC84-7B	39624-14	P	CHRYSTILE	2.2	CELL	0.8	MIN	97	WHITE JOINT COMPOUND
BC84-7C	39624-15	P	CHRYSTILE	2.6	CELL	0.4	MIN	97	WHITE JOINT COMPOUND
BC84-7D	39624-16	P	CHRYSTILE	2.2	CELL	0.8	MIN	97	WHITE JOINT COMPOUND
BC84-7E	39624-17	P	CHRYSTILE	2.3	CELL	0.7	MIN	97	WHITE JOINT COMPOUND
BC84-7F	39624-18	P	CHRYSTILE	2.7	CELL	0.3	MIN	97	WHITE JOINT COMPOUND
BC84-8A	39624-19	N	CHRYSTILE	8	CELL		MIN/BINDER	92	TAN CAULK

LAB DIRECTOR: Matthew Smith Date: 6/4/24

Method Code: P - Friable PLM result N - NOB PLM result T - TEM result IN* - Inconclusive G - Gravimetric Matrix Reduction where sample residue weight is less than 1% of original sample weight, TEM not required.

Terms: ND** - None Detected CELL - Cellulose JC - Joint Compound MIN - Mineral GLASS - Fiberglass <1** - Trace PLAS - Plaster Vermiculite - Vermiculite is reported as an asbestos-containing mineral in accordance with NYSDOH determinations and requirements. See NYSDOH guidance, available upon request.

* "Polarized-light microscopy (PLM) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can be used to determine if this material can be considered to be non-asbestos containing."

** Please note: Due to interference from sample matrix components results reported via PLM method ELAP 198.1 as negative (ND) or less than 1% (Trace) may be inaccurate and reported as a False Negative. It is recommended that additional analytical techniques such as gravimetric reduction, TEM and others be used to reduce obscuring effects of some matrix components yielding more accurate results.

**ASBESTOS SAMPLING SURVEY
BULK SAMPLE LOG
AND CHAIN OF CUSTODY**

Location: 84 Bronson Court, Rochester NY

Client: Rochester Housing Authority

Job No.: 2242572

Rates: 10/20/32

Date: 6/3/2023

Relinquished by: Chris Enright

Sampled By: Chris Enright

Received by: Matt Smith 6/3/24

LaBella Lab No.: 39624

Number of Samples: _____

STOP Positive: (YES) NO

	Field ID #	Sample Location	Type of Suspect ACM to be Analyzed	Approx. Amount
T1	BC84-1A	Kitchen/Dining Room, Floor	Brown/Black Flooring	
T2	BC84-1B	Kitchen/Dining Room, Floor	Brown/Black Flooring	
T3	BC84-2A	Living Room, Floor Under Carpet	Tan Streaked 12" Floor Tile	
T4	BC84-2B	Bedroom 3, Floor Under Carpet	Tan Streaked 12" Floor Tile	
T5	BC84-3A	Living Room, Floor Under Carpet	Tan Floor Tile Mastic	
T6	BC84-3B	Bedroom 3, Floor Under Carpet	Tan Floor Tile Mastic	
T7	BC84-4A	Living Room, Floor in Front of Door	White/Gray Sheet Vinyl	
T8	BC84-4B	Bathroom, Floor	White/Gray Sheet Vinyl	
T9	BC84-5A	Living Room, Under Stair Tread	Tan Stair Tread Mastic	
T10	BC84-5B	Living Room, Under Stair Tread	Tan Stair Tread Mastic	
P11	BC84-6A	Basement Stairwell, Wall	Gray Drywall	
P12	BC84-6B	Bedroom 1, Ceiling	Gray Drywall	
+ P13	BC84-7A	Basement Stairwell, Wall	White Joint Compound	
+ P14	BC84-7B	Kitchen/Dining Room, Wall	White Joint Compound	
+ P15	BC84-7C	Living Room, Ceiling	White Joint Compound	
+ P16	BC84-7D	Bedroom 1, Ceiling	White Joint Compound	
+ P17	BC84-7E	Bedroom 2, Wall	White Joint Compound	
+ P18	BC84-7F	Bedroom 3, Wall	White Joint Compound	
+ N19	BC84-8A	Bedroom 1, Wall Seam Where Drywall Meets CMU	Tan Caulk	
V	BC84-8B	Bedroom 3, Wall Seam Where Drywall Meets CMU	Tan Caulk	

XRF Lead Sampling Summary Table
Bronson Court Townhouses
Bronson Court
Rochester, New York 14608
LaBella Project No. 2242572

Reading #	Conc. (mg/cm2)	Result	Room	Wall	Structure	Substrate	Color	Condition	Cause
1	1.1	P	Calibration	-	-	-	-	-	-
2	1.1	P	Calibration	-	-	-	-	-	-
3	1.2	P	Calibration	-	-	-	-	-	-
4	0.0	N	Calibration	-	-	-	-	-	-
5	0.0	N	Calibration	-	-	-	-	-	-
6	0.0	N	Calibration	-	-	-	-	-	-
7	0.1	N	Basement	-	I-Beam	Metal	Gray	-	-
8	0.0	N	Basement	-	Support Post	Metal	Brown	-	-
9	0.0	N	Basement	-	Tread	Wood	Gray	-	-
10	0.0	N	Basement	-	Riser	Wood	Gray	-	-
11	0.0	N	Basement	-	Stringer	Wood	Gray	-	-
12	0.0	N	Basement	-	Handrail	Wood	Gray	-	-
13	0.1	N	Basement	A	Upper Wall	CMU	White	-	-
14	0.0	N	Basement	A	Lower Wall	CMU	Gray	-	-
15	0.1	N	Kitchen/Dining Room	B	Wall	Drywall	White	-	-
16	0.1	N	Kitchen/Dining Room	-	Ceiling	Drywall	White	-	-
17	0.0	N	Kitchen/Dining Room	B	Windowsill 1	Wood	White	-	-
18	0.0	N	Kitchen/Dining Room	B	Wall Base	Vinyl	Brown	-	-
19	0.0	N	Kitchen/Dining Room	B	Door Case	Wood	White	-	-

Reading #	Conc. (mg/cm2)	Result	Room	Wall	Structure	Substrate	Color	Condition	Cause
20	0.0	N	Kitchen/Dining Room	B	Door	Metal	White	-	-
21	0.0	N	Kitchen/Dining Room	C	Wall	CMU	White	-	-
22	0.0	N	Living Room	C	Wall	CMU	White	-	-
23	0.0	N	Living Room	D	Door Case	Wood	White	-	-
24	0.0	N	Living Room	D	Door	Metal	White	-	-
25	0.1	N	Living Room	D	Windowsill	Wood	White	-	-
26	0.0	N	Living Room	-	Ceiling	Drywall	White	-	-
27	0.0	N	Living Room	-	Tread	Vinyl	Tan	-	-
28	0.0	N	Living Room	-	Riser	Wood	White	-	-
29	0.0	N	Living Room	-	Stringer	Wood	Whitw	-	-
30	0.0	N	Living Room	-	Handrail	Wood	Brown	-	-
31	0.0	N	Living Room	-	Handrail	Metal	Black	-	-
32	0.0	N	Living Room	-	Post	Metal	Black	-	-
33	0.1	N	Bedroom 1	C	Wall	CMU	White	-	-
34	0.0	N	Bedroom 1	C	Wall	Drywall	White	-	-
35	0.0	N	Bedroom 2	D	Wall	Drywall	White	-	-
36	0.1	N	Bedroom 2	D	Windowsill	Wood	White	-	-
37	0.0	N	Bedroom 2	B	Door Case	Wood	White	-	-
38	0.0	N	Bedroom 2	B	Door	Wood	Brown	-	-
39	0.0	N	Bedroom 3	A	Wall	Drywall	White	-	-
40	0.2	N	Bedroom 3	B	Windowsill 2	Wood	White	-	-
41	0.0	N	Bedroom 3	D	Door Case	Wood	White	-	-
42	0.0	N	Bedroom 3	B	Closet Door	Wood	Brown	-	-

Reading #	Conc. (mg/cm2)	Result	Room	Wall	Structure	Substrate	Color	Condition	Cause
43	0.0	N	Bathroom	A	Sink	Porcelain	White	-	-
44	0.0	N	Bathroom	A	Toilet	Porcelain	White	-	-
45	0.0	N	Bathroom	B	Tub	Porcelain	White	-	-
46	0.1	N	Hallway	C	Stairs Wall Base	Vinyl	Cream	-	-
47	1.1	P	Calibration	-	-	-	-	-	-
48	1.1	P	Calibration	-	-	-	-	-	-
49	1.2	P	Calibration	-	-	-	-	-	-
50	0.0	N	Calibration	-	-	-	-	-	-
51	0.0	N	Calibration	-	-	-	-	-	-
52	0.0	N	Calibration	-	-	-	-	-	-



APPENDIX E:

LICENSES AND CERTIFICATIONS

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

LaBella Associates, D.P.C.
300 State Street, Suite 201, Rochester, NY, 14614

License Number: 29278

License Class: RESTRICTED

Date of Issue: 03/25/2024

Expiration Date: 03/31/2025

Duly Authorized Representative: Greg Senecal

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025
Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. MATTHEW SMITH
LABELLA ASSOCIATES
300 STATE STREET SUITE 200
ROCHESTER, NY 14614

NY Lab Id No: 11184

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)

Serial No.: 68695

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MICHAEL GREENBERG
AMA ANALYTICAL SERVICES INC
4475 FORBES BLVD
LANHAM, MD 20706

NY Lab Id No: 10920

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Metals I

Lead, Total EPA 7000B

Miscellaneous

Asbestos in Friable Material Item 198.1 of Manual
EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM Item 198.4 of Manual
Lead in Dust Wipes EPA 7000B
Lead in Paint EPA 7000B

Sample Preparation Methods

ASTM E-1979-17

Serial No.: 66247

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

United States Environmental Protection Agency

This is to certify that

LaBella Associates, D.P.C.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 26, 2024

LBP-2226-2

Certification #

August 24, 2021

Issued On

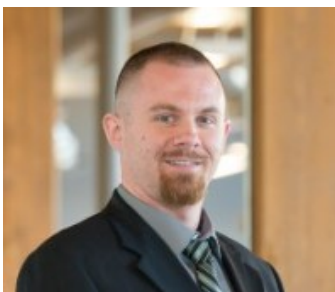


Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that



Chris Enright

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 24, 2025

LBP-R-22573-2

Certification #

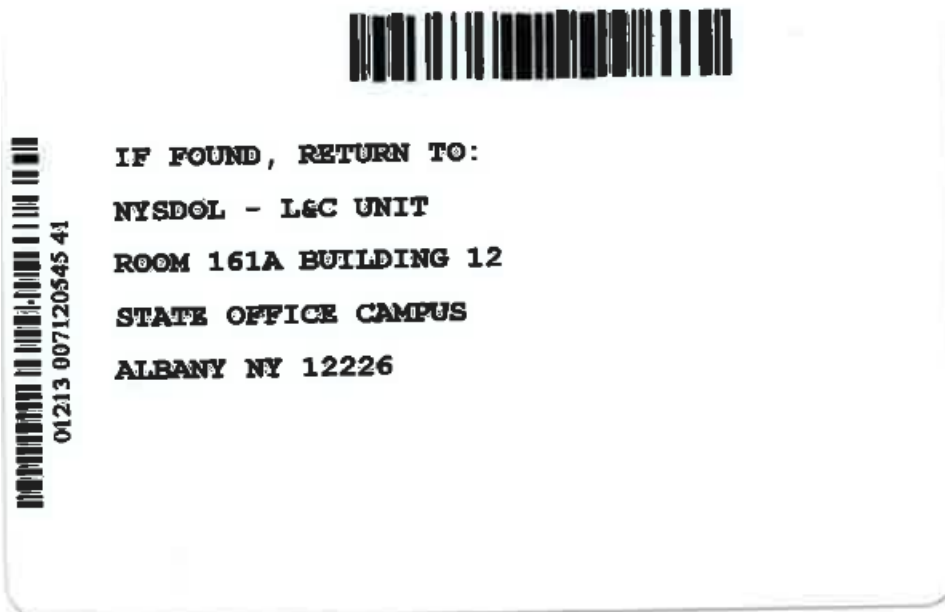
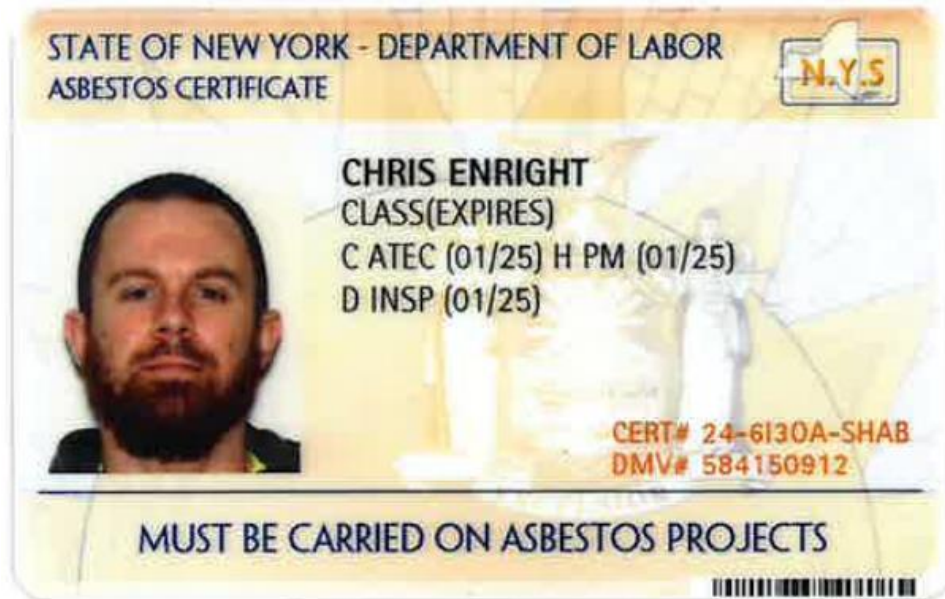
August 02, 2022

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch



SECTION 020810 - PROTECTION OF WORKERS – LEAD-CONTAINING MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Work of this Section shall be performed in accordance with the requirements of the Contract Documents, including but not limited to Instructions to Bidders, Agreement and General Conditions.

1.2 SCOPE

- A. Contractors are alerted to the fact that representative materials were tested at the Site and multiple painted components contained varying amounts of lead.
- B. For additional detail, refer to Section 003126 – Existing Hazardous Material Information. Testing was completed and these documents are presented with the intention to reduce, but not eliminate, uncertainty regarding the potential for hazardous materials at the Site.
- C. Lead is a toxic metal capable of causing damage to the nervous system, kidneys, bones, heart and reproductive system.
- D. Any surface coated with paint is considered to contain some percentage of lead, based on the testing information. Any alteration and/or repair that results in the disturbance of the paint coatings shall meet the requirements of OSHA CFR 29 1926.62 Construction Lead Standard.

1.3 SUBMITTALS

- A. Contractors of each trade shall submit their written Lead Program prior to the start of work. The plan must identify potential sources of lead exposure and propose specific procedures to protect workers from those exposures.

1.4 DEFINITIONS

- A. Action Level means employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air (30 ug/m³) calculated as an 8-hour time weighted average (TWA).
- B. Exposure Assessment means a Contractor's requirement to determine if any Contractor's employees may be exposed to lead at or above the action level.
- C. Lead means metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other organic lead compounds.

- D. Permissible Exposure Limit (PEL) means employee exposure, without the use of respirators, to an airborne concentration of lead of 50 ug/m³ averaged over an 8-hour period.

PART 2 - PRODUCTS

None Specified.

PART 3 - EXECUTION

3.1 PROTECTION OF WORKERS

- A. All Contractors shall be responsible to conduct an exposure assessment and shall initially determine if any Contractor's employee may be exposed to lead at or above the action level where their work causes the disturbance of paint or paint coatings, or provide a negative exposure assessment for work tasks to be completed under this scope of work.

3.2 EXPOSURE ASSESSMENT

- A. The Contractor shall collect personal samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure.
1. Below the Action Level - should the initial personal air monitoring results be less than 30 ug/m³ the Contractor shall make a written record of such determination. Further exposure determination need not be repeated except as follows:
 - a. Whenever there has been a change of equipment, process, control, personnel, or a new task has been initiated that may result in additional employees being exposed to lead at or above the action level or may result in employees already exposed at or above the action level being exposed above the PEL, the employer shall conduct additional monitoring.
 2. At or Above the Action Level but At or Below the PEL - the Contractor shall perform monitoring until at least two consecutive measurements taken at least 7 days apart, are below the action level at which time the Contractor may discontinue monitoring for that employee except as otherwise provided in paragraph 3.2.A.1.a.
 3. Above the PEL - the Contractor shall perform monitoring until at least two consecutive measurements taken at least 7 days apart, are at or below the PEL but at or above the action level at which time the Contractor shall repeat monitoring for that Contractor's employee as specified in 3.2.A.2.
- B. The Contractor may submit a negative exposure assessment in lieu of performing

exposure monitoring.

3.3 METHODS OF COMPLIANCE

- A. To the extent feasible, Contractors must reduce worker lead exposure to the Permissible Exposure Limit (PEL) of 50 ug/m³ by a combination of engineering controls, work practice, and administrative controls.
- B. Respiratory protection and other protective equipment must be provided and used to the extent that the engineering and work practice controls cannot reduce exposure to the PEL as specified within 29 CFR 1926.62.

3.4 HOUSEKEEPING (Contractor requirements whenever lead is disturbed)

- A. All surfaces shall be maintained as free as practical of accumulations of lead.
- B. Clean up of surfaces where lead accumulates wherever possible shall be cleaned by vacuuming or other methods that minimize the likelihood of lead becoming airborne.
- C. Shovelng, dry or wet sweeping and brushing may be used only where vacuuming or other equally effective methods have been tried and found not to be effective.
- D. Where vacuuming methods are selected, the vacuums shall be equipped with HEPA filters and used and emptied in a manner which minimizes the reentry of lead into the workplace.
- E. Compressed air shall not be used to remove lead from any surface unless the compressed air is used in conjunction with a ventilation system designed to capture the airborne dust created by the compressed air.

3.5 HYGIENE FACILITIES AND PRACTICES (required above the PEL)

- A. The Contractor shall assure that in areas where Contractor's employees are exposed to lead above the PEL without regard to the use of respirators, food or beverage is not present or consumed, tobacco products are not present or used, and cosmetics are not applied.
- B. Change Areas (required above the PEL and during exposure assessment)
 - 1. The Contractor shall provide clean change areas for employees whose airborne exposure to lead is above the PEL, and as interim protection for employees.
 - 2. The Contractor shall assure that change areas are equipped with separate storage facilities for protective work clothing and equipment and for street clothes which prevent cross-contamination.
 - 3. The Contractor shall assure that Contractor's employees do not leave the workplace wearing any protective clothing or equipment that is required to be worn during the work shift.

C. Showers (required above the PEL)

1. The Contractor shall provide shower facilities, where feasible, for use by Contractor's employees whose airborne exposure to lead is above the PEL.
2. The Contractor shall assure where shower facilities are available, that Contractor's employees shower at the end of the work shift and shall provide an adequate supply of cleansing agents and towels for use by affected Contractor's employees.

D. Eating Facilities (required above the PEL)

1. The Contractor shall provide lunchroom facilities or eating areas for Contractor's employees whose airborne exposure to lead is above the PEL, without regard to the use of respirators.
2. The Contractor shall assure that lunchroom facilities or eating areas are as free as practicable from lead contamination and are readily accessible to Contractor's employees.
3. The Contractor shall assure that Contractor's employees whose airborne exposure to lead is above the PEL, without regard to the use of a respirator, wash their hands and face prior to eating, drinking, smoking or applying cosmetics.
4. The Contractor shall assure that Contractor's employees do not enter lunchroom facilities or eating areas with protective work clothing or equipment unless surface lead dust has been removed by vacuuming, downdraft booth, or other cleaning method that limits dispersion of lead dust.

E. Handwashing Facilities (required whenever lead is disturbed)

1. The Contractor shall provide adequate handwashing facilities for use by Contractor's employees exposed to lead.
2. Where showers are not provided the Contractor shall assure that Contractor's employees wash their hands and face at the end of the work shift.

3.6 MEDICAL SURVEILLANCE (required whenever lead is disturbed)

- A. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by 29 CFR 1926.62 (j) Medical Surveillance.

3.7 TRAINING (required whenever lead is disturbed)

- A. For all Contractor's employees who are subject to exposure to lead at or above the action level on any day or who are subject to exposure to lead compounds which may cause skin or eye irritation, the Contractor shall provide a training program in accordance with 29 CFR 1926.62 (l)(2).

3.8 SIGNS (required above the PEL)

- A. The Contractor shall post the following warning signs in each work area where

Contractor's employees exposure to lead is above the PEL.

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING

- B. The Contractor shall assure that signs are illuminated and cleaned as necessary so that the legend is readily visible.

3.9 RECORDKEEPING (required whenever lead is disturbed)

The Contractor is responsible to establish and maintain an accurate record of all monitoring and other data used in conducting Contractor's employee exposure assessments and for each Contractor's employee subject to medical surveillance as required per 29 CFR 1926.62 (n).

3.10 OBSERVATION OF MONITORING (required whenever lead is disturbed)

- A. The Contractor shall provide affected Contractor's employees or their designated representatives an opportunity to observe any monitoring of employee exposure to lead.
- B. Whenever observation of the monitoring of employee exposure to lead requires entry into an area where the use of respirators, protective clothing or equipment is required, the Contractor shall provide the observer with and assure the use of such respirators, clothing and equipment.
- C. Without interfering with the monitoring, observers shall be entitled to:
 - 1. Receive an explanation of the measurement procedures;
 - 2. Observe all steps related to the monitoring of lead performed at the place of exposure; and
 - 3. Record the results obtained or receive copies of the results when returned by the laboratory.

END OF SECTION 020810

SECTION 020810 - PROTECTION OF WORKERS – LEAD-CONTAINING MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Work of this Section shall be performed in accordance with the requirements of the Contract Documents, including but not limited to Instructions to Bidders, Agreement and General Conditions.

1.2 SCOPE

- A. Contractors are alerted to the fact that representative materials were tested at the Site and multiple painted components contained varying amounts of lead.
- B. For additional detail, refer to Section 003126 – Existing Hazardous Material Information. Testing was completed and these documents are presented with the intention to reduce, but not eliminate, uncertainty regarding the potential for hazardous materials at the Site.
- C. Lead is a toxic metal capable of causing damage to the nervous system, kidneys, bones, heart and reproductive system.
- D. Any surface coated with paint is considered to contain some percentage of lead, based on the testing information. Any alteration and/or repair that results in the disturbance of the paint coatings shall meet the requirements of OSHA CFR 29 1926.62 Construction Lead Standard.

1.3 SUBMITTALS

- A. Contractors of each trade shall submit their written Lead Program prior to the start of work. The plan must identify potential sources of lead exposure and propose specific procedures to protect workers from those exposures.

1.4 DEFINITIONS

- A. Action Level means employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air (30 ug/m³) calculated as an 8-hour time weighted average (TWA).
- B. Exposure Assessment means a Contractor's requirement to determine if any Contractor's employees may be exposed to lead at or above the action level.
- C. Lead means metallic lead, all inorganic lead compounds, and organic lead soaps. Excluded from this definition are all other organic lead compounds.

- D. Permissible Exposure Limit (PEL) means employee exposure, without the use of respirators, to an airborne concentration of lead of 50 ug/m³ averaged over an 8-hour period.

PART 2 - PRODUCTS

None Specified.

PART 3 - EXECUTION

3.1 PROTECTION OF WORKERS

- A. All Contractors shall be responsible to conduct an exposure assessment and shall initially determine if any Contractor's employee may be exposed to lead at or above the action level where their work causes the disturbance of paint or paint coatings, or provide a negative exposure assessment for work tasks to be completed under this scope of work.

3.2 EXPOSURE ASSESSMENT

- A. The Contractor shall collect personal samples representative of a full shift including at least one sample for each job classification in each work area either for each shift or for the shift with the highest exposure.
1. Below the Action Level - should the initial personal air monitoring results be less than 30 ug/m³ the Contractor shall make a written record of such determination. Further exposure determination need not be repeated except as follows:
 - a. Whenever there has been a change of equipment, process, control, personnel, or a new task has been initiated that may result in additional employees being exposed to lead at or above the action level or may result in employees already exposed at or above the action level being exposed above the PEL, the employer shall conduct additional monitoring.
 2. At or Above the Action Level but At or Below the PEL - the Contractor shall perform monitoring until at least two consecutive measurements taken at least 7 days apart, are below the action level at which time the Contractor may discontinue monitoring for that employee except as otherwise provided in paragraph 3.2.A.1.a.
 3. Above the PEL - the Contractor shall perform monitoring until at least two consecutive measurements taken at least 7 days apart, are at or below the PEL but at or above the action level at which time the Contractor shall repeat monitoring for that Contractor's employee as specified in 3.2.A.2.
- B. The Contractor may submit a negative exposure assessment in lieu of performing

exposure monitoring.

3.3 METHODS OF COMPLIANCE

- A. To the extent feasible, Contractors must reduce worker lead exposure to the Permissible Exposure Limit (PEL) of 50 ug/m³ by a combination of engineering controls, work practice, and administrative controls.
- B. Respiratory protection and other protective equipment must be provided and used to the extent that the engineering and work practice controls cannot reduce exposure to the PEL as specified within 29 CFR 1926.62.

3.4 HOUSEKEEPING (Contractor requirements whenever lead is disturbed)

- A. All surfaces shall be maintained as free as practical of accumulations of lead.
- B. Clean up of surfaces where lead accumulates wherever possible shall be cleaned by vacuuming or other methods that minimize the likelihood of lead becoming airborne.
- C. Shovelng, dry or wet sweeping and brushing may be used only where vacuuming or other equally effective methods have been tried and found not to be effective.
- D. Where vacuuming methods are selected, the vacuums shall be equipped with HEPA filters and used and emptied in a manner which minimizes the reentry of lead into the workplace.
- E. Compressed air shall not be used to remove lead from any surface unless the compressed air is used in conjunction with a ventilation system designed to capture the airborne dust created by the compressed air.

3.5 HYGIENE FACILITIES AND PRACTICES (required above the PEL)

- A. The Contractor shall assure that in areas where Contractor's employees are exposed to lead above the PEL without regard to the use of respirators, food or beverage is not present or consumed, tobacco products are not present or used, and cosmetics are not applied.
- B. Change Areas (required above the PEL and during exposure assessment)
 - 1. The Contractor shall provide clean change areas for employees whose airborne exposure to lead is above the PEL, and as interim protection for employees.
 - 2. The Contractor shall assure that change areas are equipped with separate storage facilities for protective work clothing and equipment and for street clothes which prevent cross-contamination.
 - 3. The Contractor shall assure that Contractor's employees do not leave the workplace wearing any protective clothing or equipment that is required to be worn during the work shift.

C. Showers (required above the PEL)

1. The Contractor shall provide shower facilities, where feasible, for use by Contractor's employees whose airborne exposure to lead is above the PEL.
2. The Contractor shall assure where shower facilities are available, that Contractor's employees shower at the end of the work shift and shall provide an adequate supply of cleansing agents and towels for use by affected Contractor's employees.

D. Eating Facilities (required above the PEL)

1. The Contractor shall provide lunchroom facilities or eating areas for Contractor's employees whose airborne exposure to lead is above the PEL, without regard to the use of respirators.
2. The Contractor shall assure that lunchroom facilities or eating areas are as free as practicable from lead contamination and are readily accessible to Contractor's employees.
3. The Contractor shall assure that Contractor's employees whose airborne exposure to lead is above the PEL, without regard to the use of a respirator, wash their hands and face prior to eating, drinking, smoking or applying cosmetics.
4. The Contractor shall assure that Contractor's employees do not enter lunchroom facilities or eating areas with protective work clothing or equipment unless surface lead dust has been removed by vacuuming, downdraft booth, or other cleaning method that limits dispersion of lead dust.

E. Handwashing Facilities (required whenever lead is disturbed)

1. The Contractor shall provide adequate handwashing facilities for use by Contractor's employees exposed to lead.
2. Where showers are not provided the Contractor shall assure that Contractor's employees wash their hands and face at the end of the work shift.

3.6 MEDICAL SURVEILLANCE (required whenever lead is disturbed)

- A. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by 29 CFR 1926.62 (j) Medical Surveillance.

3.7 TRAINING (required whenever lead is disturbed)

- A. For all Contractor's employees who are subject to exposure to lead at or above the action level on any day or who are subject to exposure to lead compounds which may cause skin or eye irritation, the Contractor shall provide a training program in accordance with 29 CFR 1926.62 (l)(2).

3.8 SIGNS (required above the PEL)

- A. The Contractor shall post the following warning signs in each work area where

Contractor's employees exposure to lead is above the PEL.

WARNING
LEAD WORK AREA
POISON
NO SMOKING OR EATING

- B. The Contractor shall assure that signs are illuminated and cleaned as necessary so that the legend is readily visible.

3.9 RECORDKEEPING (required whenever lead is disturbed)

The Contractor is responsible to establish and maintain an accurate record of all monitoring and other data used in conducting Contractor's employee exposure assessments and for each Contractor's employee subject to medical surveillance as required per 29 CFR 1926.62 (n).

3.10 OBSERVATION OF MONITORING (required whenever lead is disturbed)

- A. The Contractor shall provide affected Contractor's employees or their designated representatives an opportunity to observe any monitoring of employee exposure to lead.
- B. Whenever observation of the monitoring of employee exposure to lead requires entry into an area where the use of respirators, protective clothing or equipment is required, the Contractor shall provide the observer with and assure the use of such respirators, clothing and equipment.
- C. Without interfering with the monitoring, observers shall be entitled to:
 - 1. Receive an explanation of the measurement procedures;
 - 2. Observe all steps related to the monitoring of lead performed at the place of exposure; and
 - 3. Record the results obtained or receive copies of the results when returned by the laboratory.

END OF SECTION 020810

SECTION 020830 - ASBESTOS REMOVAL

PART I -GENERAL

1.1 SCOPE OF WORK

- A. Work of this Section shall be performed in accordance with the requirements of the Contract Documents, including but not limited to Instructions to Bidders, Agreement and General Conditions and General Requirements.
- B. This Section references procedures for the removal of existing asbestos-containing materials (ACM) that will be disturbed or are disturbed during construction of this project.
- C. Contractor shall furnish all labor, materials, supervision, construction tools and equipment necessary to remove and dispose of all asbestos-containing materials disturbed during construction.

An inspection report documenting the presence of known regulated building materials, including ACM, is attached to Section 003126 - Existing Hazardous Material Information. The report incorporates and includes all testing data obtained for the site, based on project scope and materials reported to be disturbed by planned renovations. See the report for detailed descriptions of the types of ACM identified and the locations.

Samples of the following material were collected at the Site per the Limited Pre-Renovation Regulated Building Materials Inspection and identified as containing asbestos:

- 1. White Joint Compound throughout the gypsum board systems of the unit
 - 2. Tan Caulk where gypsum board systems meet CMU
- D. The Contractor shall be aware of all conditions of the Project and is responsible for verifying quantities and locations of all Work to be performed referenced in the Contract Documents. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the Work.
- E. Removal or disturbance of ACM shall be completed in compliance with all governing regulations, including Code Rule 56. Any Contractor, other than the asbestos abatement contractor, who requires the removal or disturbance of asbestos-containing material (ACM) to complete his work shall obtain the services of a certified asbestos abatement contractor to remove the ACM in compliance with this specification and all applicable rules and regulations.
- F. The Owner and Engineer shall approve the asbestos abatement contractor prior to the beginning of the work.
- G. Working hours shall be as required and approved by the Owner. The Contractor shall coordinate and schedule all Work with the Owner and Engineer.
- H. Locations and quantities of all materials to be removed by the abatement contractor must be field verified. Information given on drawings and in the specifications is for general orientation and information only.
- I. The contractor shall have at least one supervisor on the job site at all times who can read and write and is fluent in English, while the project is in progress. The supervisor must be able to communicate fluently with all employees.

- J. Contractor shall provide temporary protection to keep the work areas enclosed, where required, during the performance of the Contract Work. The Contractor shall be responsible for any damage caused as a result of improper temporary protection.
- K. The Contractor is responsible for keeping the work area in a clean and safe condition at all times.
- L. Contractor is to coordinate with other trades on the job concerning scheduling, phasing, etc.

1.2 SPECIAL CONDITIONS

- A. Any special job conditions, including variances obtained by the Owner, are described below.

- No Variance Petitions have been submitted to date.

- B. Abatement may occur in portions of the site where immediately adjacent floors or areas are occupied. The Contractor shall carefully observe regulatory requirements for the isolation of abatement work areas and appropriate notifications to occupants and signage at project area boundaries.

1.3 CODES AND REGULATIONS

- A. General Applicability of Codes and Regulations and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The contractor shall hold the Owner and Engineer harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees or his subcontractors.
- C. Federal Requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

OSHA: U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), including but not limited to:

- Respiratory Protection
- ratory Protection
Title 29, Part 1910, Section 134 of the Code of Federal Regulations
- Access to Employee Exposure and Medical Records
Title 29, Part 1910, Section 1020 of the Code of Federal Regulations
- Hazard Communication
Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

- Specification for Accident Prevention Signs and Tags
Title 29, Part 1910, Section 145 of the Code of Federal Regulations
- Variances from safety and health standards
Title 29, Part 1926, Section 2 of the Code of Federal Regulations
- General Safety and Health Provisions
Title 29, Part 1926, Section 20 of the Code of Federal Regulations
- Asbestos General Standard
Title 29, Part 1926, Section 1001 of the Code of Federal Regulations
- Asbestos Construction Standard - Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite
Title 29, Part 1926, Section 1101 of the Code of Federal Regulations

DOT: U.S. Department of Transportation, including but not limited to:

- Hazardous Substances
Title 29, Part 171 and 172 of the Code of Federal Regulations

EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:

- The Asbestos Hazard Emergency Response Act (AHERA), EPA Title 40 CFR, Part 763
- National Emission Standard for Hazardous Air Pollutants (NESHAPS), EPA Title 40 CFR, Part 61
- Title 40, Part 61, Subpart A, and revised Subpart M (Revised Subpart B) of the Code of Federal Regulations dated November 20, 1990

D. State Requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

- New York State Department of Labor (NYSDOL) 12 NYCCR Part 56, as amended March 21, 2007. Also known as Industrial Code Rule 56 (ICR 56).
- New York State Department of Environmental Conservation (DEC) Regulations regarding waste collector registration Title 6, Part 364 of the New York State Official compilation of Codes, Rules and Regulations. An annual "Industrial Waste Hauler Permit" specifically for asbestos-containing materials is required for transportation of asbestos-containing waste to the disposal site.
- New York State Department of Health (NYS DOH), Title 10, Part 73 (Asbestos Safety Program Requirements, Environmental Laboratory Approval Program)

E. Local Requirements: Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.

1.4 SUBMITTALS:

- A. Prior to commencement of any work (minimum of seven days prior to starting work) involving the disturbance of ACM, the Contractor shall submit the following to the Engineer for review and approval:
1. Copy of current NYSDOL Asbestos Contractor's License (DOH-432)
 2. Copies of current worker's Asbestos Handler's Certificates
 3. Provide a statement signed by an authorized representative of the company stating that the Building Occupants/Other Trades notification required by ICR 56 will be or has been posted at least 10 days prior to the start of abatement. Provide a copy of the notification that will be posted at the job site
 4. Copies of all proposed site-specific variances
 5. Copy of current insurance certificate held by the Asbestos Contractor that names the Rochester Housing Authority as an additional insured and provides the following coverages: 1) Pollution liability in a general aggregate of \$2,000,000; and 2) General Liability with \$1,000,000/\$2,000,000 for each occurrence/general aggregate; and 3) Workers Compensation
 6. Copies of Project Notifications and proof of submittal (e.g. certified mail receipt) to NYSDOL and USEPA, as applicable
 7. Copy of NYSDEC permit for waste hauler
 8. Name and address of landfill where asbestos-containing waste materials are to be buried. Include contact person and telephone number, and NYSDEC Part 360 permit number or other applicable permits
 9. Site-specific work plan in accordance with Section 1.5 D
 10. On a weekly basis, submit copies of all waste shipment records and disposal site receipts to the Owner
- B. During the project, legible copies of the following items must be submitted to the Engineer. If personnel records are not available at this time, workers will not be able to work on-site until copies are provided:
1. NYSDOL Asbestos Handling Certificates (DOH 442) for all persons employed on the project
 2. Project Logbook entries
 3. Any and all changes to the Contract, should any occur
 4. Personal sampling results within 24 hours of sampling
- C. Upon completion of the phase of the project during which the asbestos removal and disposal occurred, legible copies of the following items must be submitted to the Engineer:
1. Waste manifests, shipment records, and landfill receipts signed by the landfill operator submitted within 30 days after the waste leaves the site. A 10% payment retainage shall be withheld until the Engineer receives all waste shipment manifests.

1.5 QUALITY ASSURANCE

- A. Comply with the most recent edition of compilation of Codes, Rules and Regulations of the State of New York (Statutory Authority: Labor Law Section 906), including Rule 56 of Title 12 NYCRR, New York State, Department of labor, most currently amended (hereinafter referred to in this Specification as Code Rule 56). Note: Article 30 of the Labor Law sets forth procedures and standards that must be met by parties who desire to obtain variations of any of the requirements of this rule.

- B. Comply with all current and appropriate Federal, State and Local rules and regulations regarding work of this section, including those of the following agencies:
- New York State Uniform Fire Prevention and Building Code
 - New York State Department of Labor
 - New York State Department of Environmental Conservation (DEC)
 - Occupational Safety and Health Administration (OSHA)
 - United States Environmental Protection Agency (EPA)
- C. Pre-Work Conference: Before the work of this section is scheduled to commence, a conference may be held at the site for the purpose of reviewing the Contract Documents, discussing requirements for the work and reviewing the work procedures. The conference shall be attended by the asbestos abatement contractor.
- D. Work Plan: The Contractor shall prepare a detailed work plan and submit the plan no later than one week prior to the start of the abatement project. The work plan shall include, but not be limited to:
1. A preliminary schedule for completion of the work:
 - a. Show the complete sequence of abatement activities and the sequencing of Work.
 - b. Show the dates for the beginning and completion of each Work Area.
 2. Work procedures that will be utilized (including anticipated decon and negative air exhaust locations), as applicable.
 3. Estimated crew size.
 4. The anticipated work hours.
 5. Emergency procedures for fire and medical emergencies and for failure of containment barriers.
 6. Project Notifications: As required by Federal and State regulatory agencies together with proof of transmittal (i.e. certified mail return receipt).
 7. Building Occupant Notification: As required by regulatory agencies.
 8. Abatement Work Plan: Provide plans that clearly indicate the following:
 - a. All Work Areas/containments numbered sequentially.
 - b. Locations and types of all decontamination enclosures.
 - c. Entrances and exits to each Work Areas/containments.
 - d. Type of abatement activity/technique for each Work Area/containment.
 - e. Number and location of negative air units and exhaust. Also provide calculations for determining number of negative air pressure units.
 - f. Proposed location and construction of storage facilities and field office.
 - g. Location of water and electrical connections to building services.
 - h. Waste transport routes through the building to the waste storage container.
 9. Disposal Site/Landfill Permit from applicable regulatory agency.
 10. NYS Department of Environmental Conservation Waste Transporter Permit.
- E. Progress Meetings: The Engineer will hold general progress meetings as required. The Contractor and the Owner shall attend each meeting.
- F. Daily Log: The Contractor is to maintain within the Decontamination Unit a daily log documenting the dates and time of, but not limited to, the following items:
1. Meetings; purpose, attendees, brief discussion

2. Visitations; authorized and unauthorized
3. Special or unusual events, i.e. barrier breeching, equipment failures, accidents
4. Air monitoring tests and test results.
5. Other entries as detailed in Code Rule 56-7.3 Asbestos Contractor Daily Project Log.

Submit three (3) copies of this log at final closeout of the Project as a Project closeout submittal.

G. Project Monitor: The Project Monitor shall be a hired representative of the Owner during the asbestos abatement portion of the project. The Project Monitor has the following responsibilities:

1. The Project Monitor shall oversee work practices and inspect for compliance with all applicable regulations and standards, and the Contract Documents.
2. The Project Monitor shall have at all times access to the work areas whenever it is in preparation or in progress. The Contractor shall provide the Project Monitor with keys to all locks located on the entrance(s) to the decontamination unit(s) and all other secured areas.
3. The Project Monitor, in conjunction with the Owner, will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
4. The Project Monitor and/or the Owner will have the authority to reject work which is not in compliance with the requirements of the Contract Documents or Federal, State, or Local Regulations. The decision of the Owner will be final.

H. Air Sampling and Analysis

1. Area Air Sampling and Analysis

- a. As necessary, the Owner will be responsible for hiring an independent third party firm to perform the required area air sampling and analysis in accordance with ICR 56.
- b. If area air sampling is necessary, the Contractor is required to ensure cooperation of its personnel with the Air Sampling Technician (AST) for general air sampling, and testing of each work area after completion of asbestos work prior to removal of containment barriers.
- c. All air samples shall be analyzed using Phase Contrast Microscopy (PCM) in accordance with NIOSH method 7400.
- d. The Contractor shall pay for all additional costs incurred by the Owner, including additional air monitoring, project monitoring, engineering fees, and sample analysis required if clearance air monitoring fails, or if completion of abatement work is not in accordance with approved progress schedule.

2. Personal Air Sampling:

- a. As per the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring in order to determine that appropriate respiratory protection is being utilized.
- b. The analysis of personal air samples shall be conducted by an ELAP approved laboratory, subject to approval of the Owner and the Engineer.
- c. Results of personnel air sample analyses shall be available, verbally, within twenty-four (24) hours of sampling and shall be posted at the work site within 48 hours. Results shall be submitted in accordance with the requirements of Section 1.5 F.

1.6 GENERAL PROCEDURES

- A. General Requirements - Comply with Code Rule 56's procedures for entry, exit, logging in, showering, personal protective equipment, tools, clothing, etc., throughout the asbestos abatement.

Respiratory equipment shall be as required by OSHA and air monitoring results. (Except for authorized visitors as required by Rule 56). Non-certified workers will not be allowed in the work area.

- B. Equipment and Waste Container Decontamination and Removal – Code Rule 56's procedures for large projects (cleaning, recontainerization, holding areas, etc.) shall be followed.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. General Requirements: Code Rule 56's requirements for materials and equipment shall apply.
- B. Miscellaneous protective materials - Provide plywood sheathing, hardboard, etc., as required to provide protective cover over surfaces of existing construction and finishes to eliminate damage resulting from work of this section, including impact and water damage. Poly shall comply with Code Rule-56 including fire retardant requirements.
- C. Water and electricity shall be furnished by Owner without charge. Contractor shall provide an in-line backflow preventer at water source, and utilize non-leaking hoses.
- D. The Contractor shall supply the Project Monitor and Air Monitor with sufficient electricity to operate all high-volume air monitoring pumps as may be required during the course of the project.

PART 3 - EXECUTION

3.1 REMOVAL REQUIREMENTS

- A. Perform work under this contract in accordance with the standards referenced in Part 1 of this Section. The provisions of any site-specific variances to Code Rule 56, or other asbestos standards, obtained for this project may not be implemented until approval is given by the Owner and Engineer.
- B. Work that results in the disturbance of asbestos-containing materials shall be performed by a licensed asbestos abatement contractor who employs certified workers in accordance with all applicable standards referenced herein. If additional suspect ACM is discovered during the course of abatement, the Contractor shall not disturb it and shall notify the Owner and Engineer immediately.
- C. The Contractor shall protect all items/existing construction intended to remain.
- D. Should the area beyond the asbestos work area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, immediately institute emergency procedures established for asbestos removal. All costs incurred in decontaminating such non-work areas shall be borne by the Contractor at no additional cost to the Owner.

3.2 WORK AREA PROTECTION

- A. General Requirements: Code Rule 56's requirements for general work area preparation shall apply, including vacating, signs, power, timing, HVAC isolation, isolation barriers, objects, exits, toilets, etc.

3.3 PERSONAL AND WASTE DECONTAMINATION ENCLOSURE SYSTEMS

- A. Comply with Code Rule 56's requirements for enclosure, showers, room types and configuration, etc.

3.4 DECONTAMINATION ENCLOSURE SYSTEMS/WORK AREA BARRIERS

- A. General Requirements: Comply with Code Rule 56 requirements for maintenance of work area barriers. (Setting, inspection, repairs, cleaning, etc.)

3.5 HANDLING AND REMOVAL PROCEDURES

- A. General Requirements: Comply with Code Rule 56 requirements regarding handling and removal procedures.
- B. Dry removal or disturbance: No dry removal or disturbance or asbestos materials shall be permitted.
- C. Wetting requirements: The asbestos material shall be wetted as necessary with amended water to keep asbestos fibers from becoming airborne. If any friable material is encountered, all of its surfaces shall be saturated.
- D. The use of open flame, torches, welding, and other Hot Work is not permitted without review and approval by the Owner and Engineer. A Hot Work Permit system shall be required for authorized use.
- E. Cleaning of surfaces: After completion of all stripping work, surfaces where asbestos material has been removed or handled shall be HEPA vacuumed.

3.6 CLEANING PROCEDURES

- A. General requirements: Code Rule 56's requirements for containerization, dust cleanup, tools and enclosure cleanup, etc., shall apply. Cleanup shall be by HEPA vacuum.
- B. Post-abatement requirements: Code Rule 56's requirements shall apply (tool/equipment cleanup, general cleanup), waste removal, clearance air monitoring, etc.

3.7 ASBESTOS WASTE TRANSPORTATION AND DISPOSAL

- A. Contractor shall minimally transport and dispose of all the Category I non-friable asbestos waste material according to correct applicable NYSDEC transportation requirements, Part 364, and solid waste requirements Part 360.
- B. If any removed material is "friable", Contractor shall handle it as such and transport and dispose of as "friable" asbestos waste per regulations referenced in Part 1 of this Section.
- C. All waste generated as a result of this work shall be removed from the site within 10 days of completion and clearance of abatement work.

- D. Log disposal site transportation names, etc., per Code Rule 56.
- E. All loading, transportation, and disposal shall also comply with NESHAPS 40 CFR 61 - 150 paragraphs C, D and E including all requirements for loading signs, shipment records, content certificate, record receipts, notifications, etc.

3.8 TEMPORARY PROTECTION OF FACILITIES

- A. Contractor shall provide temporary enclosure as required to protect the existing facilities from adverse weather conditions and maintain the interior environment in its normal condition. The contractor shall maintain the building secure from intrusion at all times and exits shall be operational during construction whenever the building is occupied. Temporary door and window enclosures shall be secure, weather resistant and lockable, if operable.

3.9 RESTORATION

- A. Remove temporary decontamination facilities and restore area designated for these facilities to its original condition or better.
- B. After final clearance, the Contractor shall replace all filters of the associated portions of the existing building HVAC system that were affected by the abatement operations, remove locks and restore power. All temporary power supplies shall be disconnected, power lockouts removed and building power restored. All temporary plumbing shall be removed.
- C. Finishes damaged by asbestos removal operation including, but not limited to, plaster/paint damage due to taping of polyethylene sheeting and floor tile lifted due to humid conditions, shall be restored prior to final payment.
 - 1. Finishes unable to be restored shall be replaced under this Contract.
 - 2. All foam and expandable foam products and materials used to seal Work Area openings shall be completely removed upon completion of abatement activities.
- D. All penetrations (including, but not limited to, pipes, ducts, etc.) through fire rated construction shall be fire stopped using materials and systems tested in accordance with ASTM E814 on projects where re-insulation is part of the required work.

3.10 ASBESTOS REMOVAL COMPLETION REQUIREMENTS

- A. Contractor shall submit to the Engineer the job logbook as described in Section 1.5 paragraph F.
- B. Inspection of the work site(s) by the Contractor and the Engineer for substantial completion of the Scope of Work specified within this Section.
- C. Contractor shall submit to Owner and Engineer the waste disposal manifest verifying that all waste generated at the project site has been disposed of at an EPA approved waste site. A 10% payment retainage shall be withheld by the Owner until receipt of all waste manifests.

END OF SECTION 020830

SECTION 028700 – REMOVAL AND DISPOSAL OF UNIVERSAL WASTE AND FLUORESCENT LAMPS

PART 1 GENERAL

A. Description Of Work

1. This specification covers the removal and disposal of Universal waste, including fluorescent lamps, high-intensity discharge (HID) lamps, mercury thermostats and switches, batteries, and pesticides (not PCB lighting ballasts). Removed or replaced mercury thermostats shall be recycled as per current NYS DEC regulations, instead of disposal as Universal Waste. Demolition and removal of materials shall be as required to support the work.

B. Submittals

1. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's approval.
 - a. Copy of State or local license for hazardous waste hauler;
 - b. Certification of at least one on-site supervisor which has satisfactorily completed the OSHA 40 Hour Health and Safety Course for Handling Hazardous Materials;
 - c. Certificates of workers which have successfully completed at least the OSHA 40-Hour Health and Safety Course for Hazardous Materials;
 - d. Certificates of workers which have successfully completed the required employee training for universal waste or appropriate type of training to the type of wastes being managed;
 - e. Schedule of start and finish times and dates for this work;
 - f. Name and address of the universal waste handler or a destination facility where the waste materials is to be treated, deposited or recycled in accordance with all regulatory requirements (include contact person and telephone numbers), if the universal waste meets the definition of hazardous waste, the name and address of the hazardous waste treatment, storage and disposal (TSD) facility, the name and address of the mercury thermostat recycling collection site;
 - g. Material Safety Data Sheets for all materials requiring removal;
 - h. If Contractor introduces any chemical into the work environmental, a MSDS for that chemical is required before use;
 - i. Contingency Plan for handling emergency spills or leaks;
 - j. Provide a copy of the NYS DEC Part 364 Waste Transporter permit for Universal Waste Transporters that transport more than 500 pounds of universal waste in a single shipment since they must be a permitted waste transporter;
 - k. Large Quantity Handlers of universal waste must provide documentation of notification to the EPA and/or the appropriate local government agency in advance of its intentions to transport the waste and receive from the facility or provide an EPA identification number prior to exceeding 5,000 kilograms of waste on-site;
 - l. Provide a record of all universal waste shipments received and sent offsite from the project.

C. Definitions

1. Large Quantity Handler (LQH) of Universal Waste shall be a waste handler who accumulates 5,000 kilograms or more of universal waste (batteries, pesticides, thermostats, or lamps, calculated collectively) at any time. This designation as a large quantity handler

of universal waste is retained through the end of the calendar year in which 5,000 kilograms (11,000 pounds) or more total of universal waste is accumulated. The LQH shall notify the EPA, acquire or co-ordinate with a facility regarding an EPA identification number, and provide records for each shipment. The LQH shall ensure all employees are thoroughly familiar with proper waste handling and emergency procedures, relative to their responsibilities during normal facility operations and emergencies.

2. Small Quantity Handler of Universal Waste (SQH) shall be a waste handler who does not accumulate 5,000 kilograms (11,000 pounds) or more of total universal waste (batteries, pesticides, thermostats, or lamps, calculated collectively) at any time.
3. Destination Facility shall be a facility that legitimately and can legally accept universal waste from offsite so that the universal waste can be treated, disposed, or recycled in accordance with the regulatory requirements.
4. Universal Waste Transporter shall be anyone who transports universal waste. In New York, universal waste transporters that transport greater than 500 pounds of universal waste in a single shipment must be a permitted hazardous waste transporter pursuant to Federal and State regulations. Proper notification with the receiving handler agreeing to receive the shipment is required by the Universal Waste Transporter.
5. Universal Waste consists of the following discarded materials, as identified in 6 NYCRR 374-3: Fluorescent light bulbs high-intensity discharge (HID) lamps, mercury thermostats and switches, batteries, and pesticides. Removed or replaced mercury thermostats must be delivered to a designated mercury thermostat collection site as per current NYC DEC regulations. Disposal of mercury thermostats in a solid waste management facility is prohibited. PCB ballasts/capacitors from light fixtures shall not be treated as universal waste, they shall be handled and disposed of as hazardous waste. See the Hazardous Waste Disposal Specification for these wastes.

PART 2 PRODUCTS

A. Materials

1. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6.0 mil thick, clear, frosted, or black.
2. Duct Tape: Provide duct tape in 3" widths, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
3. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
4. Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags.
5. Labels: As required by the EPA and OSHA for handling, transportation, and disposal of hazardous waste.
6. Drums: Recovery or salvage drums acceptable for disposal of hazardous waste. Prior approval of drums is required. Drums or containers must meet the required OSHA EPA (40 CFR Parts 264.265 and 300), and DOT regulations (49 CFR Parts 171-178). Use of damaged drums will not be allowed.

PART 3 EXECUTION

A. Universal Waste

1. Employee training shall ensure that all employees are thoroughly familiar with proper waste handling and emergency procedures, relative to their responsibilities during normal operations and emergencies and to the type of waste they are handling.

2. Mercury thermostats shall be segregated from other Universal Wastes to allow for required recycling.
3. Once the properly labeled containers holding the universal waste have been filled and sealed, they shall be stored in designated accumulation areas as agreed upon by the Owners Representative and Contractor. They shall not be allowed to store in transportation vehicles, or onsite for more than one year from when the waste has been generated.
4. Documentation when a universal waste in storage was first accumulated shall be provided. This is to be done by dating and labeling the waste with the date of the earliest accumulation that can document the length of time the universal waste has been accumulated.
5. Maintenance of an inventory system on-site that identifies the earliest date that any universal waste in a group of universal waste items or a group of containers of universal waste became a waste was received.
6. Any waste developed from the work that exhibits one or more characteristics of hazardous waste, that are not specifically identified by EPA and DEC as Universal Waste, must be handled accordingly and not as a universal waste. See the Hazardous Waste Disposal Specification for those wastes.

B. Off-Site Shipment of Universal Waste

1. Off-Site shipments shall meet the requirements for offsite shipments and is prohibited from sending or taking universal waste to a place other than a designated universal waste handler or a universal waste destination facility.
2. LQH's of universal waste must notify EPA in writing and develop an EPA identification number or co-ordinate with the facility regarding use of their EPA identification number, prior to exceeding 5,000 kilograms of universal waste onsite.
3. SQH's do not need to notify EPA, receive an EPA identification number or keep records of shipments of universal waste.
4. LQH's must keep a record of all universal waste shipments received or sent offsite, and must retain those records for at least three years from the date of receipt or shipment. Records may include invoices, manifests, logs, bills or lading, or other shipping documents.
5. The Contractor shall provide certified copies of all receipts obtained from designated mercury thermostat recycling collection sites within 30 days of thermostat acceptance by collection site.
6. The Contractor shall furnish all certified copies of manifests (interim storage and final disposal) within regulatory requirements. Within 30 days from acceptance of the waste by the disposal facility, the Contractor shall provide the Owner with Certificate of Disposal documents, as a requirement for final payment.

END OF SECTION 02 87 00

Limited Pre-Renovation Regulated Building Materials Inspection

Location:

Bronson Court Townhouses
84 Bronson Court
Rochester, New York 14608

Prepared for:

Rochester Housing Authority
675 West Main Street
Rochester, New York 14611

LaBella Project No.

2242572

June 17, 2024



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1.0 PROJECT DESCRIPTION

In accordance with current regulations, LaBella Associates, D.P.C. (LaBella) conducted a Limited Pre-Renovation Regulated Building Materials (RBM) Inspection in Unit 84 of the Bronson Court Townhouses located in Rochester, New York. The objective was to identify suspect RBMs, such as Asbestos-Containing Materials (ACM), Lead-Based Paint (LBP), PCB-containing materials and equipment, and Mercury-containing equipment (MCE) that may require abatement or removal prior to or during renovation activities due to applicable regulations.

The areas inspected were limited to the interior spaces of Unit 84 that are expected to be impacted during an upcoming renovation project. Materials and locations understood to be impacted by this project were determined from information provided by Rochester Housing Authority.

2.0 INSPECTION PROCEDURES

The following procedures were used to obtain the data for this Report:

- A. Existing documentation was requested for review. Several historical reports were reviewed to develop an understanding of the previously sampled materials and confirmed ACMs present throughout the apartment complex.
- B. A visual inspection of the interior spaces of Unit 84 was conducted to identify visible and accessible sources of suspect RBMs. Photographs captured during this inspection are attached in Appendix C.
- C. Bulk samples of accessible suspect materials were collected and submitted for laboratory analysis.
- D. Asbestos samples were submitted for laboratory analysis. Preliminary Polarized Light Microscopy analyses were performed by LaBella Laboratories, a NYSDOH accredited laboratory, to determine the presence and percentage of asbestos in each sample. Transmission electron microscopy analyses of NOB materials, if necessary, were performed by AMA Laboratories.
- E. Suspect painted or glazed materials were spot checked in the field using X-Ray Fluorescence (XRF) testing procedures for the presence of lead.
- F. Results of the laboratory analyses, field testing and the visual on-site inspection were compiled and summarized.

3.0 INSPECTION LIMITATIONS

This inspection was conducted in accordance with generally accepted environmental engineering practices for this region. Collection of bulk samples of suspect RBMs was limited to those materials readily accessible using hand tools or hand-held power tools. Homogeneous materials were identified and located based on visual observation from readily accessible points. The data derived from representative samples of any given homogeneous material represent conditions that apply only at that particular location. Inspection protocol and methodology requires that sample data be used to draw conclusions about the entire homogeneous area, but such conclusions may not necessarily apply to the general Site as a whole.

No sub-surface investigations were performed to determine the possible presence of regulated materials on or in the immediate vicinity of the Site. No record drawings of the building were available for review as part of this investigation.



LaBella makes no other warranty or representation, either expressed or implied, nor is one intended to be included as part of its services, proposals, contracts, or reports. No inspection can wholly eliminate the uncertainty regarding the potential for undiscovered RBMs. The Work performed by LaBella is intended to reduce, but not eliminate, uncertainty regarding the potential for RBMs at the Site. This inspection report is not intended to be a bid document for an abatement scope of work. This report is intended to satisfy the requirements of NYS Code Rule 56-5 for inspections.

4.0 INSPECTION RESULTS

4.1 Asbestos-Containing Materials (ACMs)

Based on laboratory analyses of bulk samples collected, the following materials were determined to contain greater than 1% asbestos. However, the following table does not include all of the materials sampled during this inspection; for a full list of materials sampled see the *Asbestos Bulk Sample Summary Table* immediately following this report.

Type of Material	Typical Location	Estimated Amount ¹	Friability	Condition
White Joint Compound	Walls and Ceilings Throughout Apartment Unit ~ See Additional Details Below ~	3,825 SF	Non-Friable*	Good
Tan Caulk	Wall Seam where CMU meets Drywall ~ See Additional Details Below ~	85 LF/ 2 SF	Non-Friable	Good

*This material is considered to be non-friable in its current, intact condition. However, this material has the potential to become friable during any renovation/demolition activities that will disturb the material.

ACM Project Specific Details

Joint Compound

White asbestos-containing joint compound is located on the walls and ceilings throughout the inspected unit. Since these surfaces are painted, it is not possible to determine the exact extent and locations of the joint compound. Joint compound is typically used for both taping joints and filling nail indentations in drywall construction.

Therefore, for removal estimating purposes, it is assumed that the joint compound would be removed along with the underlying drywall, which covers an area of approximately 3,825 square feet. This estimate is based on field measurements taken at the time of the site visit.

Caulk

Tan asbestos-containing caulk is located along the wall seam where the drywall wall system meets the concrete masonry unit (CMU) block wall in the following locations:

- Kitchen/Dining Room 4
- Living Room
- Bedroom 1
- Bedroom 3
- Hall

The caulk was observed to be in generally good condition and covers an area of approximately 85 linear feet. With a ½" bead of caulk, an estimated equivalent area of 2 square feet of asbestos-containing caulk is present throughout the unit.

¹ For general reference only: Estimated amounts of confirmed ACM listed above were obtained through field observations made during site visits. Quantities are approximations and LaBella assumes no responsibility if used for bidding.



4.2 PCB-Containing Materials and Equipment

Capacitors in Fluorescent Light Fixture Ballasts

Ceiling mounted fluorescent light fixtures were observed in various spaces of the inspected unit. Older vintage fluorescent light fixtures manufactured prior to 1980 typically contained a capacitor filled with PCB fluid. A representative number of light fixtures were dismantled and all had ballasts labeled “No PCBs.” Based on these observations made at the time of the site visit, to the extent feasible, the ballasts within the inspection area can be considered to be non-PCB-containing. However, if non-labeled ballasts are encountered during renovation activities, contractors shall ensure that all components are properly managed and disposed of in accordance with 40 CFR 761.

Caulking and Glazing Compounds

According to the Environmental Protection Agency (EPA), PCB-containing building materials were commonly used in buildings built or renovated between circa 1950 and 1979. Caulking and glazing compounds were often used around windows, door frames, building joints, masonry columns and other masonry building materials. PCBs from manufactured sources (caulk), may also contaminate adjoining materials, such as masonry or wood, through direct contact and create secondary sources.

As such, prior to removal, the EPA recommends testing caulk and other building materials to determine what protections are needed during removal, and to determine proper disposal requirements. Building materials (caulking, sealants, etc.) containing equal to or greater than 50 ppm PCB must be disposed of as PCB-Contaminated hazardous waste in accordance with 40 CFR part 761, subpart D.

*During the site inspection, an **insufficient** amount of suspect caulk material was observed. As such, bulk sample collection for PCB analysis was unable to be performed in conjunction with this inspection.*

4.3 Mercury-Containing Equipment (MCE)

During the inspection, four (4) fluorescent light bulbs were observed in ceiling mounted fluorescent light fixtures in the following locations throughout the inspected unit:

Location	Material Description	Quantity
Kitchen	Fluorescent Light Bulbs	2
Bathroom	Fluorescent Light Bulbs	2

These light bulbs contain varying amounts of mercury vapor. To prevent breakage and the release of mercury, bulbs should be removed and sent to a mercury recycling facility prior to any renovation activities.

No other mercury-containing equipment was identified in the inspected areas.

4.4 Lead – Based Paint (LBP)

Several representative interior painted and glazed surfaces were observed and tested for the presence of lead-based paint using XRF testing procedures. In accordance with Environmental Protection Agency (EPA) protocols, none of the tested surfaces were determined to contain lead above the action level threshold of 1.0 mg/cm². However, additional lead-based materials may exist within the building. Therefore, Contractors shall be responsible for determining the quantity, location and condition of materials not tested during this inspection.

The unit inspected for this project includes spaces applicable to the requirements of EPA 40 Code of Federal Regulations (CFR) 745: Lead-Based Paint Renovation, Repair and Painting (RRP) Program Rule. The RRP Rule affects any contractor who disturbs known or presumed lead-based paint during any renovation, repair or painting projects in housing, child care facilities, and preschools built before 1978. Any contractor performing renovation work in applicable areas throughout the building must be



certified, assign a “certified renovator” to each job where lead-based paint will likely be disturbed, train its renovation workers, distribute the EPA’s Renovate Right lead hazard pamphlet before starting work, and use lead safe work practices.

Additionally, lead was detected at low concentrations in a variety of building materials (i.e., walls, vinyl wall bases, door components, I-Beams) throughout the unit. Renovation and demolition contractors should be informed of the presence of lead for OSHA compliance considerations.

For purposes of reading this report, and understanding which wall or component in a particular space was sampled, walls were assigned the letters A, B, C, or D. The wall labeled as “A” is the address side of the building; walls B, C, and D will follow clockwise in succession.

5.0 OBSERVATIONS AND CAUTIONARY STATEMENTS

Vermiculite

Vermiculite has been used as loose insulation in attics, walls, CMU block, and as a component of plaster, fireproofing and other building materials. The NYS Department of Health considers loose-fill Vermiculite to be an asbestos-containing material, and that building materials containing Vermiculite should be treated as asbestos-containing until sent for additional analysis and proven negative in accordance with NYS DOH guidelines.

Vermiculite was **not** observed in spaces and materials inspected for this project. However, destructive investigation of wall cavities was not conducted, and therefore, the presence or extent of this material’s application throughout the building was not determined. Cautionary measures should be taken during construction, renovation, and demolition to ensure that proper steps are taken if Vermiculite is discovered in previously inaccessible locations. If Vermiculite is discovered, work should be stopped immediately to address the issue and prevent the uncontrolled release and distribution of an asbestos-containing material.

Potentially Hidden/Inaccessible RBMs

Although this inspection was conducted in a manner consistent with recognized professional practices, the potential does exist for additional RBMs to be located in the following inaccessible areas because of the operational constraints mentioned above:

- Inside wall and/or ceiling cavities
- Exterior of the building
- Electrical components

If future building renovations are to take place, it is recommended that the above areas/materials be re-investigated using destructive sampling techniques as necessary, in order to identify and sample currently hidden/inaccessible suspect RBMs that could potentially be discovered during building renovations.

Asbestos Bulk Sample Summary Table

Asbestos Bulk Sample Summary Table

Limited Pre-Renovation Regulated Building Materials Inspection
Bronson Court Townhouses
84 Bronson Court
Rochester, New York 14608

Items in Bold are Confirmed ACM

<i>Sample #</i>	<i>Type of Material</i>	<i>Sample Location</i>	<i>Results % Asbestos</i>
BC84-1A	Brown/Black Flooring	Kitchen/Dining Room, Floor	None Detected
BC84-1B	Brown/Black Flooring	Kitchen/Dining Room, Floor	None Detected
BC84-2A	Tan Streaked 12" Floor Tile	Living Room, Floor Under Carpet	None Detected
BC84-2B	Tan Streaked 12" Floor Tile	Bedroom 3, Floor Under Carpet	None Detected
BC84-3A	Tan Floor Tile Mastic	Living Room, Floor Under Carpet	None Detected
BC84-3B	Tan Floor Tile Mastic	Bedroom 3, Floor Under Carpet	None Detected
BC84-4A	White/Gray Sheet Vinyl	Living Room, Floor in Front of Door	None Detected
BC84-4B	White/Gray Sheet Vinyl	Bathroom, Floor	None Detected
BC84-5A	Tan Stair Tread Mastic	Living Room, Under Stair Tread	None Detected
BC84-5B	Tan Stair Tread Mastic	Living Room, Under Stair Tread	None Detected
BC84-6A	Gray Drywall	Basement Stairwell, Wall	None Detected
BC84-6B	Gray Drywall	Bedroom 1, Ceiling	None Detected
BC84-7A	White Joint Compound	Basement Stairwell, Wall	Chrysotile 3.0
BC84-7B	White Joint Compound	Kitchen/Dining Room, Wall	Chrysotile 2.2
BC84-7C	White Joint Compound	Living Room, Ceiling	Chrysotile 2.6
BC84-7D	White Joint Compound	Bedroom 1, Ceiling	Chrysotile 2.2
BC84-7E	White Joint Compound	Bedroom 2, Wall	Chrysotile 2.3
BC84-7F	White Joint Compound	Bedroom 3, Wall	Chrysotile 2.7
BC84-8A	Tan Caulk	Bedroom 1, Wall Seam Where Drywall Meets CMU	Chrysotile 8%
BC84-8B	Tan Caulk	Bedroom 3, Wall Seam Where Drywall Meets CMU	Not Analyzed Duplicate of 8A



APPENDIX A:

INSPECTION FACT SHEET

Inspection Fact Sheet

Name and Address of Building/Structure

Bronson Court Townhouses

84 Bronson Court

Rochester, New York 14608

Name and Address of Building/Structure Owner

Rochester Housing Authority

675 West Main Street

Rochester, New York 14611

Name and Address of Owner's Agent

LaBella Associates, D.P.C.

300 State Street, Suite 201

Rochester, New York 14614

Name of the Firm & Person Conducting the Inspection

LaBella Associates, D.P.C.

Chris Enright (NYSDOL Cert. #24-6130A-SHAB)

Date the Inspection Was Conducted

June 3, 2024



APPENDIX B:

SAMPLE LOCATION DRAWING

Project Number: 2242572

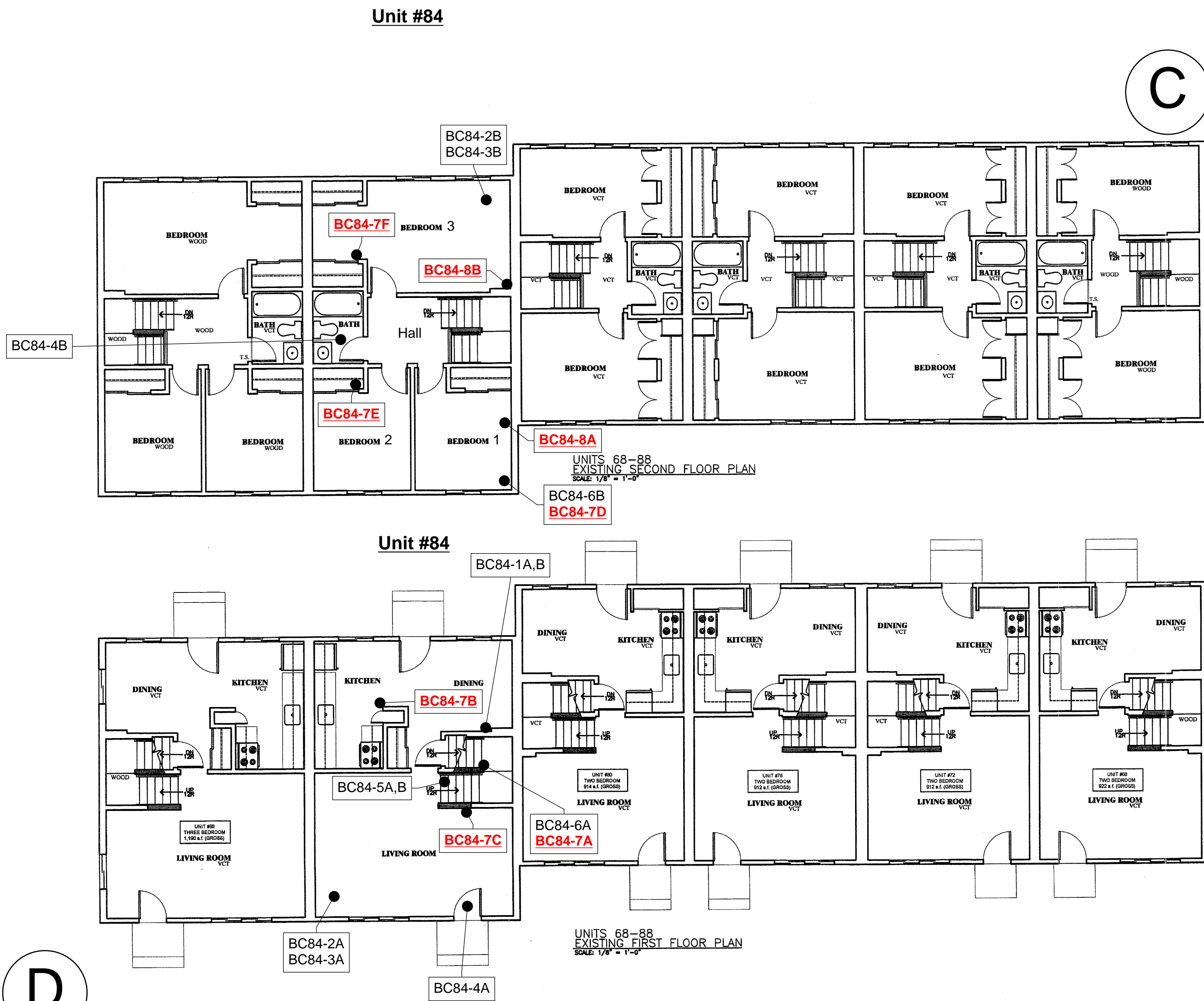
Bronson Court Townhouses
84 Bronson Court
Rochester, New York 14608

Interior Bulk Samples

B

A

C



D

Confirmed ACM **Bold and Underlined**

ARCHITECT
A D D
DANIEL P. GLASOW
860 CLINTON SQUARE
ROCHESTER, NEW YORK 14604
(585) 248-4115
Fax: (585) 340-9931

Bronson Court
Bronson Court
Rochester, New York, 14608

The ROCHESTER HOUSING
AUTHORITY

673 West Main Street
Rochester, New York 14611-2388
(585) 697-3800
FAX: (585) 697-7164

Copyright 2007 by Daniel P. Glasow, Architect.
No part of this work may be reproduced in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage or retrieval system, without permission in writing by Daniel P. Glasow, Architect.
Drawing Alteration: The drawing is a revision of the original drawing. It is a violation of the law for any person unless he is acting under the direct supervision of a licensed architect or a licensed professional engineer to alter, modify, or change in any way the drawing of an architect or engineer without the written consent of the architect or engineer who shall affix his seal and date of such alteration and a specific description of the alteration.

JOB NO. 07-005
DIRECTORY Bronson Court
FILE UNIT TYPES
SCALE 1/8" = 1'-0"
DRAWN VEV
CHECKED DPG
DATE 08/18/07
PLOT 08/18/07
ISSUED
REVISIONS

A-3



APPENDIX C:

INSPECTION PHOTOS



Photo 1

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Kitchen

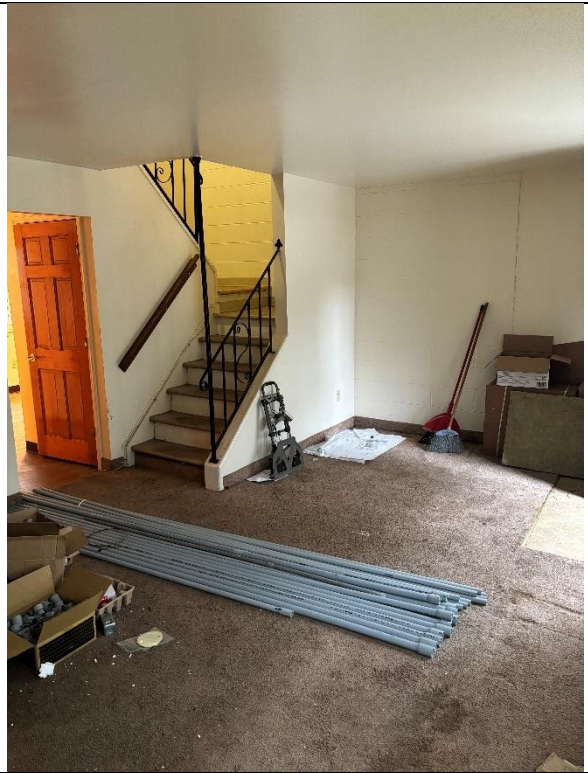


Photo 2

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Living Room



Photo 3

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Bedroom



Photo 4

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Bathroom



Photo 5

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Bedroom

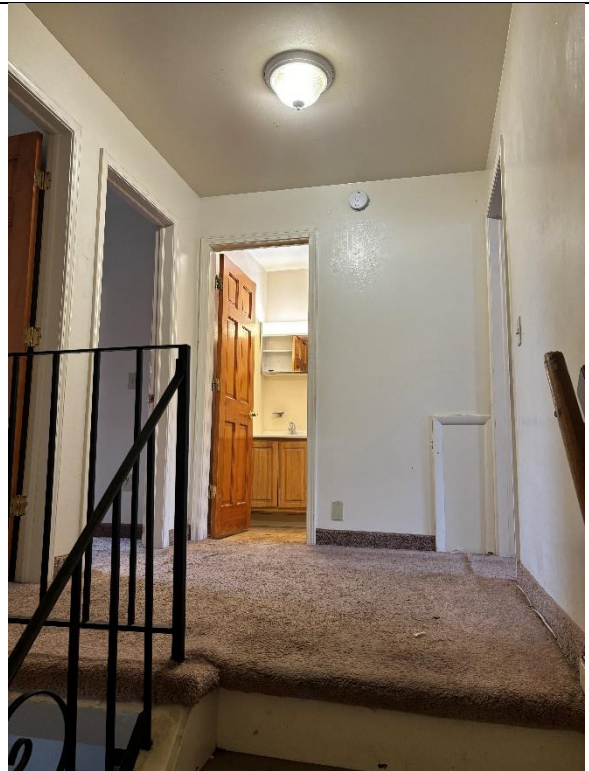


Photo 6

View of Asbestos-Containing Joint Compound on Walls and Ceilings in the Hall



Photo 7

View of Tan Asbestos-Containing Caulk in the Wall Seam Where Drywall Meets CMU in the Hall

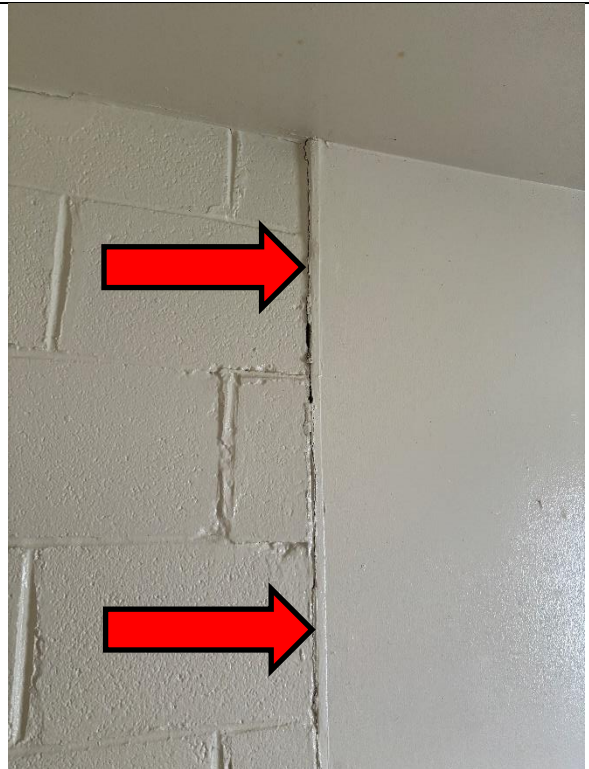


Photo 8

View of Tan Asbestos-Containing Caulk in the Wall Seam Where Drywall Meets CMU in Bedroom 1



APPENDIX D:
LABORATORY ANALYTICAL
REPORTS

Bulk Sample Asbestos Analytical Report

LABELLA ASSOCIATES, DPC
ANALYTICAL LABORATORY
300 STATE STREET
ROCHESTER, NY 14614
585.454.6110 FAX 585.454.3066

LBL ELAP # 11184
All TEM analysis by AMA Lab, ELAP # 10920
PLM Methods: 198.1, 198.4 & 198.6
RSD: 18.3

LBL JOB # 39624

Page 1 of 1

Client Code:

CLIENT: Labella Associates

Project Number: 2242572

ADDRESS: 300 State Street

Rochester, NY 14614

Sample Type: PLM Bulk

Sample Date: 6/3/2024

PROJECT LOCATION: 84 Bronson Court, Rochester, NY

Field ID	LBL ID	Method	Asbestos Type	%	Other Fibers	%	Matrix	%	Color/Description
BC84-1A	39624-1	T	ND		ND		MIN/VINYL	100	BROWN/BLACK FLOORING
BC84-1B	39624-2	T	ND		ND		MIN/VINYL	100	BROWN/BLACK FLOORING
BC84-2A	39624-3	T	ND		ND		MIN/VINYL	100	TAN FLOOR TILE
BC84-2B	39624-4	T	ND		ND		MIN/VINYL	100	TAN FLOOR TILE
BC84-3A	39624-5	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-3B	39624-6	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-4A	39624-7	T	ND		CELL/GLASS	30	MIN/VINYL	70	WHITE/GRAY SHEET VINYL
BC84-4B	39624-8	T	ND		CELL/GLASS	30	MIN/VINYL	70	WHITE/GRAY SHEET VINYL
BC84-5A	39624-9	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-5B	39624-10	T	ND		ND		MIN/BINDER	100	TAN MASTIC
BC84-6A	39624-11	P	ND		ND		MIN	100	GRAY DRYWALL
BC84-6B	39624-12	P	ND		ND		MIN	100	GRAY DRYWALL
BC84-7A	39624-13	P	CHRYSTOTILE	3.0	ND		MIN	97	WHITE JOINT COMPOUND
BC84-7B	39624-14	P	CHRYSTOTILE	2.2	CELL	0.8	MIN	97	WHITE JOINT COMPOUND
BC84-7C	39624-15	P	CHRYSTOTILE	2.6	CELL	0.4	MIN	97	WHITE JOINT COMPOUND
BC84-7D	39624-16	P	CHRYSTOTILE	2.2	CELL	0.8	MIN	97	WHITE JOINT COMPOUND
BC84-7E	39624-17	P	CHRYSTOTILE	2.3	CELL	0.7	MIN	97	WHITE JOINT COMPOUND
BC84-7F	39624-18	P	CHRYSTOTILE	2.7	CELL	0.3	MIN	97	WHITE JOINT COMPOUND
BC84-8A	39624-19	N	CHRYSTOTILE	8	CELL		MIN/BINDER	92	TAN CAULK

LAB DIRECTOR: Matthew Smith Date: 6/4/24

Method Code: P - Friable PLM result N - NOB PLM result T - TEM result IN* - Inconclusive G - Gravimetric Matrix Reduction where sample residue weight is less than 1% of original sample weight, TEM not required.

Terms: ND** - None Detected CELL - Cellulose JC - Joint Compound MIN - Mineral GLASS - Fiberglass <1** - Trace PLAS - Plaster Vermiculite - Vermiculite is reported as an asbestos-containing mineral in accordance with NYSDOH determinations and requirements. See NYSDOH guidance, available upon request.

* "Polarized-light microscopy (PLM) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can be used to determine if this material can be considered to be non-asbestos containing."

** Please note: Due to interference from sample matrix components results reported via PLM method ELAP 198.1 as negative (ND) or less than 1% (Trace) may be inaccurate and reported as a False Negative. It is recommended that additional analytical techniques such as gravimetric reduction, TEM and others be used to reduce obscuring effects of some matrix components yielding more accurate results.

**ASBESTOS SAMPLING SURVEY
BULK SAMPLE LOG
AND CHAIN OF CUSTODY**

Location: 84 Bronson Court, Rochester NY

Client: Rochester Housing Authority

Job No.: 2242572

Rates: 10/20/32

Date: 6/3/2023

Relinquished by: Chris Enright

Sampled By: Chris Enright

Received by: Matt Smith 6/3/24

LaBella Lab No.: 39624

Number of Samples: _____

STOP Positive: (YES) NO

	Field ID #	Sample Location	Type of Suspect ACM to be Analyzed	Approx. Amount
T1	BC84-1A	Kitchen/Dining Room, Floor	Brown/Black Flooring	
T2	BC84-1B	Kitchen/Dining Room, Floor	Brown/Black Flooring	
T3	BC84-2A	Living Room, Floor Under Carpet	Tan Streaked 12" Floor Tile	
T4	BC84-2B	Bedroom 3, Floor Under Carpet	Tan Streaked 12" Floor Tile	
T5	BC84-3A	Living Room, Floor Under Carpet	Tan Floor Tile Mastic	
T6	BC84-3B	Bedroom 3, Floor Under Carpet	Tan Floor Tile Mastic	
T7	BC84-4A	Living Room, Floor in Front of Door	White/Gray Sheet Vinyl	
T8	BC84-4B	Bathroom, Floor	White/Gray Sheet Vinyl	
T9	BC84-5A	Living Room, Under Stair Tread	Tan Stair Tread Mastic	
T10	BC84-5B	Living Room, Under Stair Tread	Tan Stair Tread Mastic	
P11	BC84-6A	Basement Stairwell, Wall	Gray Drywall	
P12	BC84-6B	Bedroom 1, Ceiling	Gray Drywall	
+ P13	BC84-7A	Basement Stairwell, Wall	White Joint Compound	
+ P14	BC84-7B	Kitchen/Dining Room, Wall	White Joint Compound	
+ P15	BC84-7C	Living Room, Ceiling	White Joint Compound	
+ P16	BC84-7D	Bedroom 1, Ceiling	White Joint Compound	
+ P17	BC84-7E	Bedroom 2, Wall	White Joint Compound	
+ P18	BC84-7F	Bedroom 3, Wall	White Joint Compound	
+ N19	BC84-8A	Bedroom 1, Wall Seam Where Drywall Meets CMU	Tan Caulk	
V	BC84-8B	Bedroom 3, Wall Seam Where Drywall Meets CMU	Tan Caulk	

XRF Lead Sampling Summary Table
Bronson Court Townhouses
Bronson Court
Rochester, New York 14608
LaBella Project No. 2242572

Reading #	Conc. (mg/cm2)	Result	Room	Wall	Structure	Substrate	Color	Condition	Cause
1	1.1	P	Calibration	-	-	-	-	-	-
2	1.1	P	Calibration	-	-	-	-	-	-
3	1.2	P	Calibration	-	-	-	-	-	-
4	0.0	N	Calibration	-	-	-	-	-	-
5	0.0	N	Calibration	-	-	-	-	-	-
6	0.0	N	Calibration	-	-	-	-	-	-
7	0.1	N	Basement	-	I-Beam	Metal	Gray	-	-
8	0.0	N	Basement	-	Support Post	Metal	Brown	-	-
9	0.0	N	Basement	-	Tread	Wood	Gray	-	-
10	0.0	N	Basement	-	Riser	Wood	Gray	-	-
11	0.0	N	Basement	-	Stringer	Wood	Gray	-	-
12	0.0	N	Basement	-	Handrail	Wood	Gray	-	-
13	0.1	N	Basement	A	Upper Wall	CMU	White	-	-
14	0.0	N	Basement	A	Lower Wall	CMU	Gray	-	-
15	0.1	N	Kitchen/Dining Room	B	Wall	Drywall	White	-	-
16	0.1	N	Kitchen/Dining Room	-	Ceiling	Drywall	White	-	-
17	0.0	N	Kitchen/Dining Room	B	Windowsill 1	Wood	White	-	-
18	0.0	N	Kitchen/Dining Room	B	Wall Base	Vinyl	Brown	-	-
19	0.0	N	Kitchen/Dining Room	B	Door Case	Wood	White	-	-

P = Positive N = Negative

Reading #	Conc. (mg/cm2)	Result	Room	Wall	Structure	Substrate	Color	Condition	Cause
20	0.0	N	Kitchen/Dining Room	B	Door	Metal	White	-	-
21	0.0	N	Kitchen/Dining Room	C	Wall	CMU	White	-	-
22	0.0	N	Living Room	C	Wall	CMU	White	-	-
23	0.0	N	Living Room	D	Door Case	Wood	White	-	-
24	0.0	N	Living Room	D	Door	Metal	White	-	-
25	0.1	N	Living Room	D	Windowsill	Wood	White	-	-
26	0.0	N	Living Room	-	Ceiling	Drywall	White	-	-
27	0.0	N	Living Room	-	Tread	Vinyl	Tan	-	-
28	0.0	N	Living Room	-	Riser	Wood	White	-	-
29	0.0	N	Living Room	-	Stringer	Wood	Whitw	-	-
30	0.0	N	Living Room	-	Handrail	Wood	Brown	-	-
31	0.0	N	Living Room	-	Handrail	Metal	Black	-	-
32	0.0	N	Living Room	-	Post	Metal	Black	-	-
33	0.1	N	Bedroom 1	C	Wall	CMU	White	-	-
34	0.0	N	Bedroom 1	C	Wall	Drywall	White	-	-
35	0.0	N	Bedroom 2	D	Wall	Drywall	White	-	-
36	0.1	N	Bedroom 2	D	Windowsill	Wood	White	-	-
37	0.0	N	Bedroom 2	B	Door Case	Wood	White	-	-
38	0.0	N	Bedroom 2	B	Door	Wood	Brown	-	-
39	0.0	N	Bedroom 3	A	Wall	Drywall	White	-	-
40	0.2	N	Bedroom 3	B	Windowsill 2	Wood	White	-	-
41	0.0	N	Bedroom 3	D	Door Case	Wood	White	-	-
42	0.0	N	Bedroom 3	B	Closet Door	Wood	Brown	-	-

Reading #	Conc. (mg/cm2)	Result	Room	Wall	Structure	Substrate	Color	Condition	Cause
43	0.0	N	Bathroom	A	Sink	Porcelain	White	-	-
44	0.0	N	Bathroom	A	Toilet	Porcelain	White	-	-
45	0.0	N	Bathroom	B	Tub	Porcelain	White	-	-
46	0.1	N	Hallway	C	Stairs Wall Base	Vinyl	Cream	-	-
47	1.1	P	Calibration	-	-	-	-	-	-
48	1.1	P	Calibration	-	-	-	-	-	-
49	1.2	P	Calibration	-	-	-	-	-	-
50	0.0	N	Calibration	-	-	-	-	-	-
51	0.0	N	Calibration	-	-	-	-	-	-
52	0.0	N	Calibration	-	-	-	-	-	-



APPENDIX E:

LICENSES AND CERTIFICATIONS

WE ARE YOUR DOL



**Department
of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

LaBella Associates, D.P.C.
300 State Street, Suite 201, Rochester, NY, 14614

License Number: 29278

License Class: RESTRICTED

Date of Issue: 03/25/2024

Expiration Date: 03/31/2025

Duly Authorized Representative: Greg Senecal

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025
Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. MATTHEW SMITH
LABELLA ASSOCIATES
300 STATE STREET SUITE 200
ROCHESTER, NY 14614

NY Lab Id No: 11184

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)

Serial No.: 68695

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2024
Issued April 01, 2022
Revised March 30, 2023

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MICHAEL GREENBERG
AMA ANALYTICAL SERVICES INC
4475 FORBES BLVD
LANHAM, MD 20706

NY Lab Id No: 10920

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Metals I

Lead, Total EPA 7000B

Miscellaneous

Asbestos in Friable Material Item 198.1 of Manual
EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM Item 198.4 of Manual
Lead in Dust Wipes EPA 7000B
Lead in Paint EPA 7000B

Sample Preparation Methods

ASTM E-1979-17

Serial No.: 66247

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

United States Environmental Protection Agency

This is to certify that

LaBella Associates, D.P.C.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 26, 2024

LBP-2226-2

Certification #

August 24, 2021

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that



Chris Enright

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires October 24, 2025

LBP-R-22573-2

Certification #

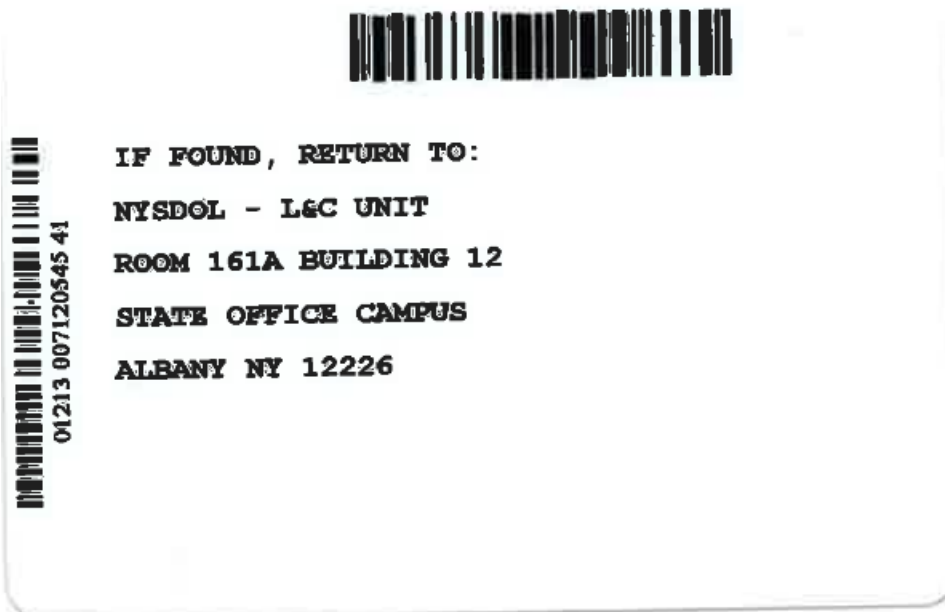
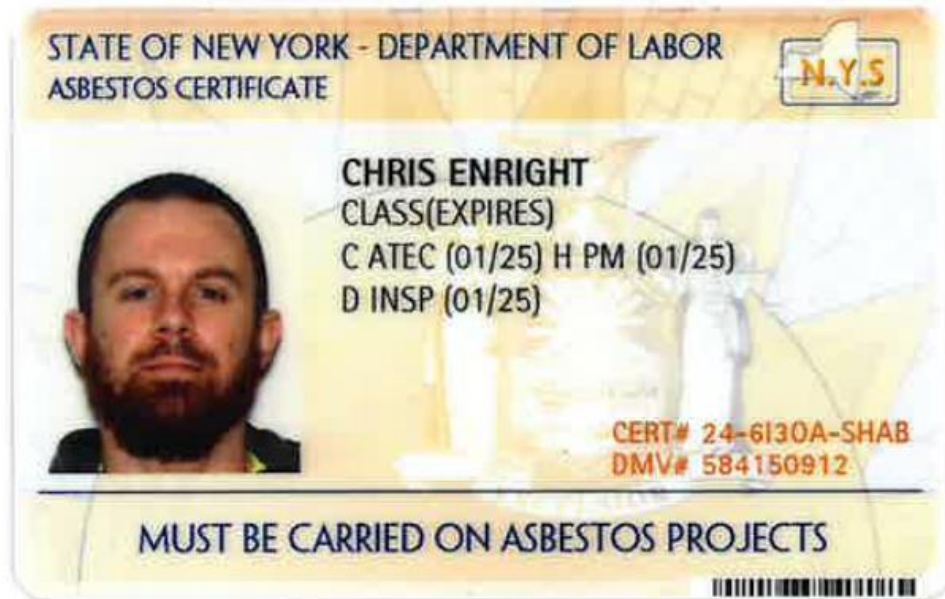
August 02, 2022

Issued On



Ben Conetta, Chief

Chemicals and Multimedia Programs Branch



GENERAL REQUIREMENTS FOR: Abatement of Unit 84 Bronson Ct.

LOCATION: 84 Bronson Ct., Rochester NY

THE FOLLOWING REQUIREMENTS ARE TO BE CONSIDERED AS PART OF THIS SPECIFICATION:

1. The contractor shall use only material, equipment, and procedures approved by O.S.H.A. All products utilized must be free of known hazardous compounds; any products manufactured outside of the U.S. shall include documentation to verify the products meet all applicable U.S. manufacturing regulations.
2. It is the responsibility of the contractor to make exact measurements and to determine the amount of material and/or dimension of materials needed.
3. The work area shall be picked up and/or swept each day at completion of the days work. All debris is to be disposed of off site by the contractor. If the extent of the work is such that a dumpster is required, the contractor shall supply a dumpster at his/her expense. In no instance is the Authority's dumpster to be used.
4. RHA, as being publicly funded is tax exempt, Contractors shall not factor in their bid price the cost of sales tax for material or expect reimbursement for sales tax. The Contractor awarded the work may call the state offices in Albany, 1-518-485-2889 (Sales Tax Registration Option) for a tax-exempt number for this work. Forms may be obtained via the internet at. <http://www.tax.ny.gov/>
5. No substitutions of materials or methods are permitted without the written consent of the Authority.
6. The contractor is responsible to repair at his/her expense any damage to Authority property, its tenants or adjoining property if caused by the contractor's workers or equipment.
7. To minimize disruption to the tenants, all work shall be conducted between the hours of 8:30 A.M. to 4:30 P.M. Monday thru Friday ONLY.
8. Tradesman under direct supervision provided by the contractor shall perform all work.
9. All certificates of Guarantee or Warranty must be supplied to RHA PRIOR to final payment.
10. **The contractor shall be responsible to obtain and provide the Authority all applicable permits - (Building, Plumbing, Electrical, etc...), Certificates of Occupancy if asked for, and N.Y.S. Underwriter's Inspection Certificate.**
11. Contractors must provide valid Certificate of Insurance for General liability, Automotive liability, and Workmen's compensation for minimum coverage amounts as determined by RHA for the entire term of the contract.
12. IF HUD Determined or Davis-Bacon Wage Rates are required for this contract, weekly payroll information must be provided by the contractor on HUD form WH-347.
13. The contractor shall be responsible for all materials, whether issued by the Authority or purchased by the contractor. The contractor must replace at his/her expense any material lost, stolen or damaged.
14. Effective July 18, 2008, all contracts of at least \$250,000.00 will require certification that all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course, S1537-A. This provision is an addition to the existing prevailing wage rate laws, Labor Law §220, section 220-h. Proper certification must be presented to the RHA prior to contract award. The RHA will have the right to terminate for cause any contract in which the contract fails to comply with this requirement or any other OSHA or labor regulation.
15. Questions concerning the specifications or scope of work, including those raised at the walk-thru, must be submitted to RHA in writing eight days prior to bid opening. If questions are not submitted, RHA's understanding of the specifications will be final.
16. Direct all questions regarding these specifications to **dstier@rochesterhousing.org**
Direct all questions regarding bid forms, bonding, or RHA and HUD regulations to **David Stier**
dstier@rochesterhousing.org

"General Decision Number: NY20240010 04/05/2024

Superseded General Decision Number: NY20230010

State: New York

Construction Types: Building, Heavy and Highway

County: Monroe County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 14026 generally applies to the contract.The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">Executive Order 13658 generally applies to the contract.The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1 03/08/2024
2 04/05/2024

ASBE0026-001 06/01/2023

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR

includes application of
all insulating materials,
protective coverings,
coatings and finishings to
all types of mechanical
systems. Also the
application of
firestopping material
openings and penetrations
in walls, floors,
ceilings, curtain walls
and all lead abatement.....\$ 36.21

24.71 ✓

HAZARDOUS MATERIAL HANDLER

Duties limited to
preparation, wetting,
stripping, removal,
scrapping, vacuuming,
bagging, disposing of all
insulation materials,
whether they contain
asbestos or not from
mechanical systems.....\$ 34.66

24.71 ✓

BOIL0007-001 01/01/2021

Rates Fringes

BOILERMAKER.....\$ 35.10

30.75

BRNY0003-004 07/01/2022

ROCHESTER CHAPTER

Rates Fringes

BUILDING CONSTRUCTION

BRICKLAYERS, STONE MASONS,
PLASTERERS, CEMENT MASONS
POINTER, CAULKER/CLEANER....\$ 32.81

25.13

Marble, Tile & Terrazzo

Workers.....\$ 34.37

24.38

Marble/terrazzo/tile finisher....\$ 27.73

20.19

BRNY0003-005 07/01/2022

ROCHESTER CHAPTER

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

HEAVY & HIGHWAY

CONSTRUCTION.....\$ 34.88

23.10

CARP0042-002 06/01/2015

Rates Fringes

Carpenters:

Soft Floor Layers.....	\$ 26.36	17.70
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CARP0276-006 07/01/2022

	Rates	Fringes
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Carpenters:

BUILDING CONSTRUCTION.....	\$ 31.64	22.85
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HEAVY & HIGHWAY

CONSTRUCTION.....	\$ 34.18	25.10
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FOOTNOTE:

a. PAID HOLIDAYS - New Year's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day and Christmas
Day.

CARP1163-001 07/01/2014

	Rates	Fringes
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Carpenters:

BUILDING CONSTRUCTION

Piledrivers.....	\$ 29.00	18.89
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HEAVY & HIGHWAY

CONSTRUCTION

Piledrivers.....	\$ 24.47	13.91
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Diver (Dry Day).....	\$ 26.48	14.36
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Diver (Wet Day).....	\$ 61.25	14.36
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Diver Tender.....	\$ 24.72	16.95
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Piledrivers.....	\$ 29.00	18.89
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ELEC0086-002 05/29/2023

	Rates	Fringes
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ELECTRICIAN.....	\$ 39.30	5.25%+26.01
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ELEC1249-003 05/01/2023

	Rates	Fringes
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ELECTRICIAN (LINE

CONSTRUCTION: LIGHTING AND

TRAFFIC SIGNAL Including any

and all Fiber Optic Cable

necessary for Traffic Signal

Systems, Traffic Monitoring

systems and Road Weather

information systems)

Flagman.....	\$ 29.59	7%+35.40
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Groundman (Truck Driver)....	\$ 39.46	7%+35.40
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Groundman Truck Driver

(tractor trailer unit).....	\$ 41.92	7%+35.40
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Lineman & Technician.....	\$ 49.32	7%+35.40
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Mechanic.....	\$ 39.46	7%+35.40
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FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor
Day, Thanksgiving Day, Christmas Day, plus President's Day,
Good Friday, Decoration Day, Election Day for the President
of the United States and Election Day for the Governor of

the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/01/2023

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Groundman Truck driver.....	\$ 45.92	7%+35.40
Lineman and Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
Substation:		
Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine		

Operator.....	\$ 52.85	7%+35.40
Groundman Truck Driver		
(tractor-trailer unit).....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40
Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-008 01/01/2022

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV		
FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 36.28	3%+5.14
Groundman.....	\$ 18.25	3%+5.14
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	\$ 34.43	3%+5.14
Tree Trimmer.....	\$ 28.25	3%+10.23

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0027-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.98	37.885+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

* ENGI0158-032 07/01/2022

	Rates	Fringes
Operating Engineer:		
EXCAVATING AND PAVING		
GROUP 1.....	\$ 34.62	32.44+a
GROUP 2.....	\$ 34.15	32.44+a
GROUP 3.....	\$ 33.46	32.44+a
GROUP 4.....	\$ 29.27	32.44+a
MASTER MECHANIC.....	\$ 36.62	32.44+a

HEAVY AND HIGHWAY

GROUP 1.....	\$ 47.46	32.90+a
GROUP 2.....	\$ 46.75	32.90+a
GROUP 3.....	\$ 43.89	32.90+a
GROUP 4.....	\$ 51.46	32.90+a
GROUP 5.....	\$ 50.46	32.90+a
GROUP 6.....	\$ 49.46	32.90+a
GROUP 7.....	\$ 48.89	32.90+a

TUNNEL AND SHAFT

GROUP 1.....	\$ 50.19	33.00+a
GROUP 2.....	\$ 48.97	33.00+a
GROUP 3.....	\$ 46.18	33.00+a
GROUP 4.....	\$ 53.19	33.00+a
MASTER MECHANIC.....	\$ 52.60	33.00+a

For EXCAVATION AND PAVING:

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, regardless of the day of the week on which the holiday may fall, provided the employee works either on the work day immediately preceding the holiday or on the scheduled work day immediately following the holiday.

EXCAVATION AND PAVING CLASSIFICATIONS

GROUP 1: Asphalt paver; automatic fine grader; backhoe (except tractor mounted, rubber tired); blacktop plant (automated); cableway; caisson auger; central mix concrete plant (automated); cherry picker- over 5 ton capacity; crane; cranes and derricks (steel erection); dragline; dual drum paver; front end loader (4 cu. yd. and over); hoist, (Tow or 3 drum); pile driver; power grader with elevation loader attachment; quarry master (or equivalent); shovel; slip form paver; tractor drawn belt-type loader; truck crane tunnel shovel; excavator, all purpose hydraulically operated

GROUP 2: Backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker, 5 tons and under; compressor (4 or less) exceeding 2000 CFM combined capacity; concrete paver over 16s; concrete pump; crusher; drill rigs (tractor mounted); front end loader (under 4 cu. yds); hi- pressure boiler (15 lbs and over); hoist (one drum); Kolman plant loader and similar type loaders; maintenance engineer; maintenance grease man; mechanical slurry machine; mixer for stabilized base self propelled; monorail machine; plant engineer; power broom; power grader; pump crete; ready mix concrete plant; road widener; roller (all above sub-grade); side boom; tractor scraper; tractor with dozer and or pusher; trencher; winch

GROUP 3: Compressors (4 not to exceed 2000 CFM combined capacity; or 3 or less with more than 1200 CFM but not to exceed 2000 CFM); compressors (any size but subject to other provisions for compressors); dust collectors; generators; welding machines (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point systems; farm tractor with accessories; fine grade machine; fork lift; gunite machine;

hammers-hydraulic-self propelled; locomotive; post hole digger and post driver; pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); submersible electric pumps when used in lieu of well points, tractor with towed accessories; vibratory compactor; vibro tamp; well point

GROUP 4: Compressor (any size, but subject to other provisions for compressors); dust collectors; generators; welding machines (3 or less of any type or combination); concrete mixer (16s and under), concrete saw-self propelled; fireman; form tamper; mulching machine; power heaterman; pumps regardless of motive power no more than 3 in number not to exceed 12" in total capacity; revinius widener; steam cleaner; tractor

GROUP 5: Master Mechanic

For HEAVY AND HIGHWAY CONSTRUCTION:

FOOTNOTE:

b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day provided the employee works the working day before and the working day after the holiday

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log, Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication

Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertor, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

For TUNNEL AND SHAFT:

FOOTNOTE:

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, regardless of the day of the week on which the Holiday may fall, provided the employee works the working day before and the working day after the holiday

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Automated concrete spreader (CMI or equivalent); automated fine grade machine (cmi); backhoe; belt placer (cmi or similar); blacktop spreader (automated); cableway; caisson auger; central mix plant (automated); cherry picker (5 tons); concrete curb machine (self-propelled slipform); concrete pump; crane; crane shaft; crane underground; cranes and derricks (steel erection); dragline; dredge; dual drum paver; excavator (all purpose-hydraulically operated gradall or similar); fork lift (factory rated 15' and over); front end loader (4cu yd and over); head tower

(sauerman or equal); hoist; shaft; hoist (two or three drum); holland loader; maintenance engineer (shaft and tunnel); mine hoist; mining machine (mole and similar types); mucking machine or mose; overhead crane (gantry or straddle type); pile driver; power grader; Quad 9, quarry master (or equivalent); scraper; shovel; side boom; slip form paver; tripper/maintenance engineer (shaft and tunnel); tractor drawn belt-type loader; truck crane; truck or trailer mounted log chipper (self feeder); tug operator (manned rented equipment excluded); tunnel shovel

GROUP 2: Automated central mix concrete plant; backhoe (topside); backhoe (tractor mounted, rubber tired); bituminous spreader and mixer; blacktop plant (non automated); blast or rotary drill (truck or tractor mounted); boring machine; cage hoist; central mix plant (non automated) and all concrete batching plants; cherry picker (5 tons capacity and under); compressors (4 or less exceeding 2000 CFM combined capacity); concrete paver (over 16s); concrete pump; crane (topside); crusher; diesel power unit; drill rigs, tractor mounted; front end loader (under 4 cu. yds); grayco epoxy machine; hi-pressure boiler (15 lbs and over); hoist (one drum); hoist (two or three drum) (topside); kolman plant loader and similar type loaders; L.C.M. work boat operator; locomotive; maintenance engineer (topside); maintenance greaseman; mixer (for stabilized base self-propelled); monorial machine; plant engineer; personnel hoist; pump crete; ready mix concrete plant; refrigeration equipment (from soil stabilization); road widener; roller (all above sub-grade); sea mule; shotcrete machine; shovel (topside); tractor with dozer and/or pusher; trencher; tugger hoist; tunnel locomotive; welder; winch; winch cat

GROUP 3: ""A"" frame truck; ballast regulator (ride on); compressors (4 not to exceed 2000 cfm combined capacity; or 3 or less with more than 1200 cfm but not to exceed 2000 cfm); compressors (any size but subject to other provisions for compressors; dust collectors; generators; pumps; welding machines; light plants (4 of any type or combination); concrete pavement spreaders and finishers; conveyor; drill (core); drill (well); electric pump used in conjunction with well point system; farm tractor with accessories; fine grade machine; fork lift (under 15 ft); ground pump over 5 cu. ft (manufacturers rating); gunite machine; hammers (hydraulic self propelled); hydra-spiker (ride on); hydra blaster (water); hydra blaster; motorized form carrier; post hole digger and post driver; power sweeper; roller (grade and fill); scarifer (ride on); span saw (ride on); submersible electric pump (when used in lieu of well points); tamper (ride on); tie extractor (ride on); tie handler (ride on); tie inserter (rider on); tie spacer (ride on); track liner (ride on); tractor with towed accessories; vibratory compactor; vibro tamp; well point aggregate plant; boiler (used in conjunction with production); cement and bin operator; compressors (3 or less not to exceed 1200 cfm combined capacity); compressors (any size; but subject to other provisions for compressors); dust collectors; generators; pumps; welding machines; light plants (3 or less of any type or combination); concrete paver or mixer (16s and under); concrete saw (self propelled); fireman; form tamper; greaseman; hydraulic pump (jacking system); junior engineer; light plants; mulching machine; oiler; parapet concrete or pavement grinder; power broom (towed); power

heaterman (when used for production); revinius widener;
shell winder; steam cleaner; tractor

GROUP 4: Crane, friction or lattice type with boom length 200
feet and over

* ENGI0158-038 07/01/2022

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 36.66	32.74+a
GROUP 2.....	\$ 35.86	32.74+a
GROUP 3.....	\$ 33.16	32.74+a
GROUP 4.....	\$ 28.60	32.74+a
GROUP 5.....	\$ 41.16	32.74+a
GROUP 6.....	\$ 43.66	32.74+a
GROUP 7.....	\$ 44.66	32.74+a
GROUP 8.....	\$ 43.66	32.74+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day, and
Christmas Day, provided the employee works on the work day
immediately preceding the holiday or on the scheduled work
day immediately following the holiday.

BUILDING CONSTRUCTION CLASSIFICATIONS

GROUP 1: Air Tugger, All terrain telescoping material
handler, Clamshell, Dragline, Shovel and similar machines
over three eighths cu.yd. capacity (Fact. rating);Carrier
mounted backhoes that swing 360 degrees Big Generator Plant
Hoist (on steel erection) Bridge Crane (all types),
Cableway, Caisson auger and similar type machine, Crane,
Derrick, Dredge, Excavator all purpose hydraulically
operated, Forklift (with Factory rating of Fifteen ft. or
more of lift),Hoist (on steel erection), Hydraulic/Krupp
Drill Type Mucking Machines, Remote controlled excavator
with attachments (Brokk type or similar), Ross Carrier
(and similar type), Three-Drum Hoist(when all three drums
are in use)

GROUP 2: A-Frame Truck, Backfilling Machine, Backhoe
-tractor mounted, Barber Green and similar type machines,
Belt Crete and similar type machines, Bituminous spreading
machine 3/8 yd. capacity or less(Factory Rating),
Bulldozer, Carry-all type scraper, Compressors: Four (4)
not to exceed 2000 CFM combined capacity; or three (3) or
less with more than1200 CFM but not to exceed 2000 CFM,
Concrete Mixer, Concrete Placer, Concrete Pump, Dinky
Locomotives (all types), Elevating Grader, Elevator Fine
Grade and Finish, Rollers, Fine Grade Machines(all kinds),
Forklift with Factory rating of less than fifteen(15) feet
of lift, Front End Loader, Guniting Pumping Machine, High
Pressure Boiler, Hoist (1 or 2 drums), Maintenance Engineer
(Mechanic), Mechanical Slurry Machine (all kinds), Mega
Mixers and similar type machines, Motor Grader, Post Hole
Digger, Pumps (regardless of motive power) no more than
four (4) in number not to exceed twenty (20) inches in
total capacity, Shot Crete Pumping Machine, Side Boom
Tractor, Skid Steer Loader with

Attachments, Stone Crusher Tournadozer and similar types
Tournapull and similar types, Trenching Machines, Well
Drill, WellPoint System EXCEPTION: Single electric pumps up
to and including four (4) inches need not be manned.

GROUP 3: Any combination (Not to exceed three (3) pieces of
equipment) Compressors ♦three (3) or less, or not to exceed
1200 CFM combined capacity, Fireman, Longitudinal Float,
Mechanical Heater Pumps (regardless of motive power) No
more than three (3) in number, not to exceed twelve (12)
inches total capacity, Roller (Fill and Grade)Rubber Tired
Tractor Welding Machine or Mechanical Conveyor (over 12ft.
in length) EXCEPTION: Single gasoline driven welding
machine up to 300amps need not be manned.

GROUP 4: Oilers

GROUP 5: Cranes up to and including 25 tons

GROUP 6: Cranes 25-250 tons

GROUP 7: Cranes 251 and over tons

GROUP 8: Tower Cranes

IRON0033-001 07/01/2023

	Rates	Fringes
Ironworkers:		
Ornamental, Reinforcing		
Stone Derrickman, Rigger,		
Rodman, Structural		
Machinery Movers Fence		
Erectors, Precast Concrete		
Erector.....	\$ 32.00	31.02
Sheeter.....	\$ 32.25	31.02

LAB00435-002 07/01/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
Change House Man.....	\$ 31.04	18.62
Hazardous Waste.....	\$ 35.24	18.62
Tugger, Miner.....	\$ 31.24	18.62

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
Day, Labor Day, Thanksgiving Day and Christmas Day,
provided the employee has worked the working day before and
the working day after the holiday.

* LAB00435-003 07/01/2023

	Rates	Fringes
Laborers:		
BUILDING:		
Asbestos removal.....	\$ 30.07	21.49
Blaster.....	\$ 30.40	21.49
Chuck tender.....	\$ 29.27	21.49

Concrete vibrators.....	\$ 29.51	21.49
Drillers and asphalt raker..	\$ 29.47	21.49
Jack hammer, mortar mixers..	\$ 29.37	21.49
Pipe layers, burners and cutters.....	\$ 29.37	21.49
Powder Monkey.....	\$ 29.94	21.49
Unskilled laborer.....	\$ 29.07	21.49
Yardman, clean-up.....	\$ 26.22	21.49
HEAVY AND HIGHWAY:		
GROUP 1.....	\$ 31.46	23.75
GROUP 2.....	\$ 32.16	23.75
GROUP 3.....	\$ 32.36	23.75
GROUP 4.....	\$ 33.19	23.75
GROUP 5.....	\$ 33.91	23.75

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has worked the working day before and the working day after the holiday.

HEAVY AND HIGHWAY LABORER CLASSIFICATIONS

GROUP 1: Flaggers

GROUP 2: Laborers

GROUP 3: Rakers, drillers, pipelayers and torch operators

GROUP 4: Blasters

GROUP 5: Hazardous waste removal.

* PAIN0004-028 05/01/2023

	Rates	Fringes
Painters:		
BUILDING CONSTRUCTION		
Brush & Roll.....	\$ 26.32	24.93
Drywall Taper.....	\$ 26.32	24.93
Sandblasting.....	\$ 27.07	24.93
Spray.....	\$ 26.92	24.93
Wallcovering.....	\$ 26.62	24.93
HEAVY & HIGHWAY CONSTRUCTION:		
Bridge Work.....	\$ 41.06	29.59

PAIN0677-001 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 28.05	27.95

PLUM0013-001 05/02/2023

	Rates	Fringes
Plumber and Steamfitter.....	\$ 37.38	26.03

ROOF0022-001 06/25/2021

	Rates	Fringes
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ROOFER.....\$ 31.25 22.35

SFNY0669-001 01/01/2024

Rates Fringes

SPRINKLER FITTER.....\$ 42.73 27.05

SHEE0046-001 05/01/2023

Rates Fringes

Sheet metal worker.....\$ 36.07 28.71

TEAM0118-003 07/01/2023

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 26.78	26.37+a
GROUP 2.....	\$ 26.83	26.37+a
GROUP 3.....	\$ 26.88	26.37+a
GROUP 4.....	\$ 27.03	26.37+a
GROUP 5.....	\$ 27.18	26.37+a

Hazardous Waste Site Work receives an additional \$1.50 per hour

FOOTNOTE: a. Paid Holidays: New Years Day; Memorial Day; Independence Day; Laobr Day; Thanksgiving Day; Christmas Day

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-ups; panel trucks; flatboy materials trucks (straight jobs); single axle dump trucks; dumpsters; receivers; greasers; truck tireman.

GROUP 2: Tandems; batch truck; mechanics.

GROUP 3: Semi-trailers; low-boy trucks; asphalt distributor trucks; agitator; mixer trucks and dumpcrete type vehicles; truck mechanic; fuel truck.

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded; straddle (Ross) carrier; self-contained concrete unit.

GROUP 5: Off-highway tandem back dump; twin engine equipment; double-hitched equipment shere not self-loaded.

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>.

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION"