

**PROJECT MANUAL
ASBESTOS ABATEMENT
GLONINGER MEADOWS – LEBANON, PA**

May, 2022



HOUSING AUTHORITY OF THE COUNTY OF LEBANON

P.O. Box 2005

Cleona, PA 17042

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LEBANON COUNTY HOUSING AUTHORITY DWELLING RENOVATIONS
GLONINGER MEADOWS, LEBANON, PA

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The following Table of Contents is included for reference only, and is not a part of the Specifications. The Authority does not guarantee the accuracy of the Table of Contents or the inclusion and exclusion of any category of the work. In case of a discrepancy between the Table of Contents and the documents herein, the bound documents shall govern.

Registration Form

Invitation for Bids

Instructions to Bidders

Supplemental Instructions to Bidders

***Representations, Certifications and Other Statements of Bidders (HUD 5369A) Form
(Pages 13, 14, 16, 17 and 18)**

***Form of Bid**

***Bid Bond**

***Form of Non-Collusive Affidavit**

Statement of Bidders Qualifications (only submit if requested by the Authority)

Previous Participation Certification (only submit if requested by the Authority)

Form of Agreement (sample do not submit with bid)

General Conditions (HUD 5370)

Anti-Pollution Legislation

Stipulation Against Liens

Performance Bond

Payment Bond

Wage Rates

Technical Specifications

***NOTE – Documents in bold print must be completed and returned with the bid**

**STOP
EXTREMELY IMPORTANT**

Before proceeding further you **MUST** complete this form and return it via email to the Housing Authority at the email address listed below. ALL vendors who obtain the ASBESTOS ABATEMENT – Gloninger Meadows Solicitation **MUST** register with the Authority.

IF YOU DO NOT COMPLETE THIS FORM AND RETURN IT TO THE AUTHORITY YOUR BID WILL NOT BE CONSIDERED.

Company Name: _____

Company Address: _____

Contact Name: _____

Contact Telephone: _____ Contact Fax: _____

Contact Email: _____

Return this form to Mr. Daniel Lyons by email to: dlyons@lcha.com

Once this form is received by the Authority you will be added to the list of firms who have received the RFP and who are authorized to submit a bid for this solicitation. You will receive a return email from the Authority acknowledging receipt of your registration.

If you have any questions please contact the Authority staff member referenced in the solicitation.

FOR AUTHORITY USE ONLY

The Authority hereby acknowledges receipt of your registration for the above referenced solicitation.

Received by the Authority by: _____

Date Received: _____

INVITATION FOR BIDS

The Housing Authority of the County of Lebanon will receive sealed bids for asbestos abatement of up to twenty three town homes at the Authority's Gloninger Meadows development, located in the 2100 block of Center Street, North Cornwall Township, county of Lebanon, PA.

Sealed bids will be accepted at the Authority's administrative offices, 137 West Penn Avenue, Cleona, PA until 2:00 PM prevailing time, on Tuesday, June 7, 2022. All bids will be publicly opened and read immediately thereafter. Bids are invited for the following contract number.

Gloninger Meadows Interior Renovations
C-GM-22-AA: Asbestos Abatement

Proposed forms of contract documents, including plans and specifications may be obtained in electronic PDF format on the Authority's website – <http://www.lebanoncountyhousing.com>. Bidders obtaining the file must register their possession by completing and returning the registration form provided in the bid documents.

Bid Security in the amount of ten percent (10%) of the base bid, is required with all bids in the form of a certified check or bank draft, payable to the Housing Authority of the County of Lebanon, U.S. Government Bonds, or a bid bond executed by the bidder and security company in the form as enclosed with the bid documents. The successful bidder will be required to furnish and pay for satisfactory performance and payment bond or bonds.

Attention is called to the provisions for equal employment opportunity and payment of not less than the prevailing salaries and wages as set forth in these specifications.

The Housing Authority of the County of Lebanon reserves the right to reject any or all bids or to waive any informality in the bidding for up to sixty (60) days.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Housing Authority of the County of Lebanon.

Questions referring to this bid shall be directed to Daniel Lyons, Modernization Coordinator @ 717-274-1401, ext. 133 or by email at dlyons@lcha.com. Prospective bidders are encouraged to visit the project site prior to submission of their bid. Site visits may be arranged by contacting Mr. Lyons.

Karen Raugh, Executive Director

**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 —

Bryan D. Hoffman, Executive Director
Housing Authority of the County of Lebanon
P.O. Box 2005
Lebanon, PA 17042

(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, except 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;

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

[] (3) a 20 percent cash escrow;

[X] (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.

HOUSING AUTHORITY OF THE COUNTY OF LEBANON

Supplemental Instructions to Bidders

Site Inspection: Work under this project shall consist of interior ASBESTOS ABATEMENT of a minimum of five (5) and a maximum of twenty three (23) town homes at Gloninger Meadows, a 25 unit townhouse development, located in the 2100 block of Center Street, Lebanon, Pennsylvania. Prospective Bidders are encouraged to observe conditions on-site prior to bidding. Arrangements to visit these buildings can be made by contacting Asbestos Abatement Coordinator, Mr. Daniel Lyons, 717-274-1401 x 133 or by email: dlyons@lcha.com

Insurance: The successful bidder shall furnish to HACL proof of Comprehensive General Liability Insurance with bodily injury and property damage coverage in the minimum required amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Contractor shall also provide proof of Worker's Compensation Coverage. Said proofs of insurance coverage must be on file with the Authority before work is begun.

Completion: Successful bidder shall complete the work contracted for within sixty (60) days of being issued a Notice to Proceed for the initial five (5) town homes, with an additional 60 day period provided for each additional group of five dwellings. Failure to complete work on schedule will result in a liquidated damages penalty of \$100.00 per day.

Bid Bond and Non-Collusion Affidavit: Contractor, as part of his bid submission, shall submit bid bond in the amount of not less than ten percent (10%) of the bid amounts. Contractor shall also submit with his bid submission a completed Non-Collusion Affidavit form. Bid bond and Affidavit forms are included herein.

Payment: Unless other mutually satisfactory arrangements are made in advance, payment will be issued to the contractor upon satisfactory completion of the work and submission of billing invoices from said contractor. Progress payments may be negotiated.

Permits, Local Codes, Inspections: The Contractor shall procure and pay for all necessary building permits and special services of all local authorities and all inspections as required by these Specifications, including fees, taxes, and demolition permits, tap fees and business permits. Contractor is responsible for contacting all necessary agencies and authorities to ascertain these fees.

Responsibility of Area of Construction Work: Contractor shall assume responsibility for the general charge of the areas where construction operations are being performed. Contractor shall provide and maintain adequate protection to prevent unauthorized persons from entering the construction area.

It shall be the responsibility of Contractor to coordinate the work of all Sub-Contractors and be in charge of designated portions of the project.

The Contractor and each sub-contractor shall protect and be responsible for any damage to his work or material and shall make good, without costs to the Authority,

any damage or loss that may occur, unless particularly otherwise stipulated in the Contract.

The Contractor and each sub-contractor shall be responsible for the proper care and protection of all of his materials etc., as may be stored on the premises subject to the approval of the Authority.

When any space on the site is used as a shop or storeroom, the one making use of such room will be held responsible for any repairs, patching or cleaning arising from such use.

Damage incurred to any existing surface conditions, facilities, etc. and any underground pipes, wires, utilities, etc. shall be repaired and/or replaced to its' original condition by this Contract at no additional cost to the Authority.

Final Inspection: Will be conducted by the Authority's Representative along with the Contractor. This Contractor shall assist in final inspection, making available any ladders, tools, lights, etc. necessary to conduct the final inspection along with any test data or special testing required by the Authority or Code Requirements.

Warranties: This Contractor shall guarantee and warrant all materials and workmanship for a period of one (1) year unless superseded by a longer warranty and guarantee issued by the particular manufacturer. All warranties and guarantees shall be issued in the name of the Authority and presented to the Authority's Representative at the final inspection.

Punch List: When the Contractor determines that his work is SUBSTANTIALLY COMPLETE, he shall submit to the Authority a written list in duplicate of all items to be completed, repaired or corrected. Upon receipt of this list, the Authority and the Contractor will inspect the work together, as outlined previously, and make out the Punch List. This will be used in determining final completion.

Definition: Anywhere in this project manual where "Owner" is referenced shall mean "Housing Authority".

Wage Rates: Davis Bacon wage rates will apply to this project. Minimum wage rates are provided with this bid package.

Further Information: Questions concerning this request for quotes shall be referred to Daniel Lyons @ 717-274-1401 ext 133, dlyons@lcha.com

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

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9. Certificate of Eligibility Under Davis-Bacon
10. Certification of None segregated Facilities
11. Clean Air and Water Certification
12. Bidder's Signature

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: those prices, the intention to submit a bid, or 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 subparagraph (a) 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) above.

***I, _____
(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]***

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.

(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 (b)(1) or (b)(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 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.

(c) 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.

5. Bidder's Certificate 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 paragraph (a) above is a material representation of the 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:

_____ 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.

_____ 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.

_____ 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 on the following page:

_____ *Black Americans* _____ *Asian Pacific Americans* _____ *Hispanic Americans*

_____ *Asian Indian Americans* _____ *Native Americans* _____ *Hasidic Jewish Americans*

_____ *Any Indian tribe, band, or group.*

8. 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.

9. 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.

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

The bidder certifies that: Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(a) 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,

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

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

The bidder shall complete and submit with the Form HUD-2530, "Previous Participation Certificate." within three 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.

12. Bidder's Signature

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

(Signature and Date)

(Printed Name)

Title

Company Name

Company Address

FORM OF BID –Town home Renovations – Gloninger Meadows
PAGE 1 OF 2

To: Lebanon County Housing Authority
137 West Penn Avenue
PO Box 2005
Celona, PA 17042
hereinafter called the “Authority”

Bidder (Firm Name): _____

1. The undersigned, having examined the proposed Contract Documents titled: **ASBESTOS ABATEMENT – Gloninger Meadows** and having visited the site and examined the conditions affecting the Work, hereby proposed and agrees to furnish all labor, materials, equipment and appliances and to perform operation necessary to complete the Work within sixty (60) calendar days, for each group of five dwellings, as required by said proposed Contract Documents, including any Addenda (if any thereto), for the stipulated sum listed below.

2. Base Bid

Total Asbestos Abatement Price for renovation of five (5) Town homes

_____ Dollars (\$ _____)

Bid Alternate 2: Additional cost to perform identical abatement to additional groups town homes based on the following estimated work schedule:

Group 2: Five town Homes with an estimated start date of September 1, 2022

_____ Dollars (\$ _____)

Group 3: Five Town Homes with an estimated start date of December 1, 2022

_____ Dollars (\$ _____)

Group 4: Five Town Homes with an estimated start date of March 1, 2022

_____ Dollars (\$ _____)

Group 5: Three Town Homes with an estimated start date of June 1, 2023

_____ Dollars (\$ _____)

The Housing Authority will select the total number of units to renovate based on available funds to perform the work. The contract will be awarded based on the total lowest responsible bid to perform the work for the total number of units selected by the Authority.

FORM OF BID –TOWN HOME RENOVATIONS – GLONINGER MEADOWS
PAGE 2 OF 2

1. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any bid or the submitting of proposals for the Contract for which this bid is submitted.

2. The bidder represents that he ____ HAS ____ HAS NOT (check one) participated in a previous Contract or sub-contract to either the equal opportunity clause therein or the clause originally contained in Section 301 of the Executive Order No. 10925; that he ____ HAS ____ HAS NOT (check one) filed all required compliance reports signed by the proposed sub-contractors or that such reports will be obtained prior to sub-contract awards. The bidder further represents that he will, if required, submit and require proposed sub-contractor to submit a compliance report prior to the award of the Contract or sub- contract.

3. The Bidder represents and further agrees that (except where he has obtained identical certifications from the proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding Ten Thousand Dollars (\$10,000) which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certifications in his files; and that he will forward a notice of his proposed sub-contractors as provided in the Instructions to Bidders. The penalty for making false statements in offers is prescribed in 18 U.S.C. 100L.

Name): _____ Bidder (Firm

4. I hereby acknowledge receipt of Addend Nos: _____

Dated _____ as part of this bid.

BIDDER:

(firm name)

BY:

(printed name of signatory)

SIGNATURE: _____

TITLE: _____

BID DATED THIS _____ DAY OF _____ 2022

BUSINESS ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

FEDERAL TAX ID # _____

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

_____ as PRINCIPAL

And _____ as SURETY

Are held and firmly bound unto The Housing Authority of the County of Lebanon, Pennsylvania, hereinafter called the "Authority" in the penal sum of:

_____ Dollars (\$ _____)

Lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these present.

THE CONDITONS OF THIS OBIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____ 2021, for Town Home renovations at Gloninger Meadows.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 2021. The name and corporate party being hereto affixed and these presents fully signed by its undersigned representatives, pursuant to authority of its governing body.

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond. In the event the penal sum exceeds the Surety's underwriting limitations as set forth in Department of the Treasury Circular 570, Surety shall inform Owner of this fact and shall provide fully executed co-insurance or re-insurance agreements which shall be effective as of the date of the delivery of this Bond.

IN PRESENCE OF:

(Individual Principal)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

BY:

Seal

If Power of Attorney for person named or Surety Company must be attached to

Bond. CERTIFICATION AS TO CORPORATE PRINCIPAL

I _____ certify that I am the _____

Secretary of the Corporation named as Principal in the within bond; that

_____ who signed the said bond on behalf of the Principal was then

_____ of said corporation; that I know his signature and his signature thereto is genuine and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

_____ Affix Corporate Seal

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

) SS.

_____ deposes and says, being first duly sworn,
(Name)

That he is _____, the party making the
(Title)

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

Signature of:

Bidder, if the bidder is an Individual;

Partner, if the bidder is a Partnership;

Officer, if the bidder is a Corporation

Subscribed and sworn to before me

this _____ day _____ of 20_____

my commission expires _____ 20_____

STATEMENT OF BIDDER'S QUALIFICATIONS

Do not supply with this Statement of Bidder's Qualifications OR the Previous Participation Certificate which follows with your bid. Rather both of these documents are to be furnished only on request of the Authority after the opening of bids and prior to contract award.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items marked with an *.

1. Name of Bidder; _____
2. Permanent main office address; _____
3. When Organized: _____
4. Where Incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm name? _____
6. *Contracts on hand: (provide a schedule showing gross amount of each contract and approximate anticipated dates of completion).

7. *General character of work performed by your company. _____
9. Have you ever failed to complete any work awarded to you? _____ If so where and why? _____
10. *List the more important jobs recently completed by your company. Provide the approximate cost for each and the month and year completed.
11. *List your major equipment available for this contract.
12. * Experience in construction work similar in importance to this project.
13. * Background and experience of the principal members of your staff, including the officers.
14. * Amount of credit available (furnish written evidence).
15. *Financial statement no more than sixty (60) days old and containing not less than the information required on the sample balance sheet on the following page.

BALANCE SHEET

As of

ASSETS

Current Assets

Cash	
Joint Venture Accounts	\$
Notes Receivable	\$
Accrued Interest on Notes	\$
Deposits	\$
Materials and Prepaid Expense	\$

TOTAL CURRENT ASSETS \$

Fixed Assets – Net \$

Other Assets \$

TOTAL ASSETS \$

LIABILITIES AND CAPITAL

Current Liabilities

Accounts Payable	\$
Notes Payable	\$
Accrued Interest on Notes	\$
Provision for Income Taxes	\$
Advances Received from Owners	\$
Accrued Salaries	\$
Accrued Payroll Taxes	\$
Other	\$

TOTAL CURRENT LIABILITIES \$

Other Liabilities \$

Capital

Capital Stock	\$
Authorized & Outstanding Shares, Par Value	\$
Earned Surplus	\$

TOTAL LIABILITIES AND CAPITAL \$

Statement of Bidders Qualifications Page 2 of 3

16. Will you, upon request fill out a detailed financial statement and furnish any other information that may be required by the Authority? _____

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any Information requested by the Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____ 2021

Name of Bidder:

By: _____ Title:

State of _

County of

_____ Being duly sworn deposes and says that he/she
(name)

is _____ of _____
(title) (firm name)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____, 2022.

_____ my commission expires: _____ 20____
(Notary)

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:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. 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);
 - f. 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;
 - g. 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;
3. All the names of the principals who propose to participate in this project are listed above.
4. 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.
5. 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.
6. 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).
7. 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.
8. 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 Con-tractor, 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.

**FORM OF AGREEMENT
(SAMPLE ONLY)**

CONTRACT NO. _____

THIS AGREEMENT made this _____ day of _____, 2022 by and between:

_____ hereinafter called the "CONTRACTOR" and the Lebanon County Housing Authority, Lebanon, Pennsylvania, hereinafter called the "AUTHORITY"

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

ARTICLE 1 - STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment and services, and perform all work required for the completion of Contract No 2022- 0101 in accordance with the specifications entitled Project ASBESTOS ABATEMENT, Gloninger Meadows for the HOUSING AUTHORITY OF LEBANON COUNTY, LEBANON, PENNSYLVANIA.

And Addendum thereto numbered _____ and dated _____ and the Drawings referred to therein, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part thereof.

ARTICLE 2 - THE CONTRACT PRICE

The Authority shall pay the Contractor for the performance of the Contract in current funds, subject to additions and deductions as provided in the Specifications, the sum of:

_____ Dollars (\$ _____)

ARTICLE 3 - CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

- a. This Instrument
- b. General Conditions
- c. Special Conditions
- d. Technical Specifications
- e. The Drawings

This Instrument, together with the other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which it modifies.

IN WITNESS HEREOF, the parties hereto have caused this Instrument to be executed in two (2) original counterparts the day and year above written.

ATTEST:

CONTRACTOR

By:

Title:

(business address)

Corporate Certification

I _____, certify that I am the _____ of the Corporation names as Contractor herein, that _____ who signed this Contract on behalf of the Contractor was then _____ of said Corporation; has Authority to execute the same and is the individual who signs similar contracts on behalf of this Company with the public generally and then said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature:

ATTEST:

HOUSING AUTHORITY OF THE COUNTY OF LEBANON

By:

Title:

(business 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. 12/31/2011)

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

“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.

“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.

“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.

“Contractor” means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

“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.

“HUD” means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD’s role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

“Project” means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

“PHA” means the Public Housing Agency organized under applicable state laws which is a party to this contract.

“Specifications” means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

“Work” means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

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.

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 percent of the total amount of work to be performed under the contract. 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.

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.

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.

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.

The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

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.

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

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

The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

The Architect's duties and responsibilities may include but shall not be limited to:

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;

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;

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,

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

5. Pre-construction Conference and Notice to Proceed

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.

The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

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.

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.

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

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

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

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.

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.

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.

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

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.

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.

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'. '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.

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 information below.

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.

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.

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.

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

'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.'

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.

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

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.

Approval of equipment and materials.

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.

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.

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.

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.

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.

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.

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

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.

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

In performing this contract, the Contractor shall:

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;

Protect the lives, health, and safety of other persons;

Prevent damage to property, materials, supplies, and equipment; and,

Avoid work interruptions.

For these purposes, the Contractor shall:

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

Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

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.

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.

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

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.

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

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.

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.

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.

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.

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.

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.

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.

If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

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.

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

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.

The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use

temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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.

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.

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.

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.

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.

The PHA may conduct routine inspections of the construction site on a daily basis.

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.

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.

If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

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

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.

While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

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 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.

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.

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.

The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

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.

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.

(4) 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.

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.

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.

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.

25. Contract Period

The Contractor shall complete all work required under this contract within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

The PHA shall pay the Contractor the price as provided in this contract.

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.

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.

The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 14 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.

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:

The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

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,

This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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.

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.

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

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.

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.

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

Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

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.

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

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.

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.

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.

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.

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.

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:

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.

Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

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.

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.

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.

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.

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

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.

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.

A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order);

and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

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

the work.

The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

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

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.

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

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 **one hundred (\$100)** 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.

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.

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.

See additional information concerning liquidated damages in Specification Section 324A.

34. Termination for Convenience

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.

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.

The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

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

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 One Million Dollars (\$1,000,000) 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 five hundred thousand (\$500,000) per occurrence.

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 Asbestos Abatement 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.

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

Definitions. As used in this contract –

“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.

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.

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.

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..

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:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

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;

Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

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

The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and

accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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.

See the attached Section 3 Program addendum for requirements concerning employment and training requirements

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

The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding

of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

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

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.

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.

The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

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

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 (WH21) 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.

- (v) (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.

(3) 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.

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.

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.
- (4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) Certification of eligibility.

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).

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).

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

Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in any of these requirements, 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 in these requirements, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

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 these requirements.

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

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;

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

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

48. Procurement of Recovered Materials.

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.

ANTI-POLLUTION LEGISLATION

On October 26, 1972, House Bill number 1969 was enacted into law. This Act (No. 247) became effective on November 25, 1972. It requires that bidders on construction contracts for the Commonwealth of Pennsylvania be advised of those provisions of Federal and State statutes, rules, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the project on which bids are being received.

The Bidder shall thoroughly acquaint himself with the terms of the listed statutes, rules, and regulations. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules, and regulations are amended, or if new statutes, rules, or regulations become effective, after date of receipt of bids upon receipt of documentation which cause the Contractor to perform additional work, the Owner may issue a change order or deviation request setting forth the additional work that must be undertaken. This change order or deviation request shall not invalidate the Contract.

It is the responsibility of the Contractor to determine what local ordinances, if any, will affect his work. He shall check for any county, city, borough, or township rules or regulations applicable to the area in which the Project is being constructed and in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers of- commerce, planning commissions, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

STIPULATION AGAINST LIENS

Housing Authority of the County of Lebanon, Pennsylvania

_____)
vs.

_____)

WHEREAS, The Housing Authority of Lebanon County, Lebanon, Pennsylvania, a body politic and corporation of the Commonwealth of Pennsylvania, is about to execute contemporaneously herewith a Contract with

_____ a company

organized and existing under the laws of _____

for _____ on sites located at Lebanon, Pennsylvania.

NOW, THEREFORE, ON _____, at the time of and immediately before the

execution of the Contract and before any authority has been given by the said Housing Authority of the County of Lebanon, Pennsylvania, to said _____ to commence

work on said project or purchase material for same, in consideration of the making of the

said _____ and for the further consideration of One Dollar paid to

the said Housing Authority of the County of Lebanon, Pennsylvania, by _____

_____, it is agreed that no mechanic's claims or other liens shall be filed against the

building and/or lot of ground appurtenant thereto by said _____ nor any subcontractor, nor by

any of the materialmen or workmen or any person for any materials or labor or extra materials or labor purchased or

furnished in connection with the construction of the said project or any part thereof, the right to file such claims or liens

being expressly waived and relinquished herewith.

THE HOUSING AUTHORITY OF THE COUNTY OF
LEBANON, PENNSYLVANIA

ATTEST: _____ By:

Title:

CONTRACTOR

ATTEST:

Title: By:

PAYMENT AND PERFORMANCE BONDS

Payment and Performance bonds shall be submitted in a format equivalent to the most recent published version of AIA A312.

"General Decision Number: PA20220123 02/25/2022

Superseded General Decision Number: PA20210123

State: Pennsylvania

Construction Type: Residential

Counties: Lancaster and Lebanon Counties in Pennsylvania.

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

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)(2)-(60).

<p>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:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
<p>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:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 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 2022.

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

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

BRPA0001-018 05/01/2019

	Rates	Fringes
BRICKLAYER.....	\$ 43.45	29.36

 CARP0167-005 05/01/2021

	Rates	Fringes
CARPENTER.....	\$ 39.97	27.91

 * ENGI0542-010 05/01/2021

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 50.80	28.89

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day

TOXIC/HARARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

 LABO0413-011 05/01/2021

	Rates	Fringes
LABORER Common or General.....	\$ 34.20	25.99

 PAIN0021-011 05/01/2021

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 29.02	21.14

 PLUM0690-013 05/01/2021

	Rates	Fringes
PLUMBER.....	\$ 59.83	35.86

 ROOF0030-015 05/01/2020

	Rates	Fringes
ROOFER.....	\$ 39.50	31.80

 * UAVG-PA-0040 04/17/2019

	Rates	Fringes
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ELECTRICIAN.....\$ 40.12 25.29

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

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) (ii)).

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the UNLA 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 DECISIO"

SPECIFICATIONS

REMOVAL OF ASBESTOS CONTAINING MATERIALS

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specifications sections “General Conditions”, “Special Requirements” and “General Requirements” form a part of this section by reference thereto and shall have the same force and effect as if printed herewith in full.
- B. References herein to “Contractor”, refers to the properly certified personnel employed directly under the General Construction Contract.
- C. The procedures specified herein are guidelines for minimum performance. The Contractor is responsible for his own methods of operations and conformance to regulatory codes, rules and guidelines. The Contractor is required to obtain all permits, licenses and approvals to perform the work, including any rights to use patented systems. Copy all communication to the Lebanon County Housing Authority (Owner) and the Environmental Consulting Firm. These communications will not be acted upon by Owner/Consulting Firm, but may be accepted as Information Submittals.
- D. The determination of the exact amount of asbestos-containing materials present and job conditions is solely the responsibility of the Contractor before bidding.
- E. Asbestos Project Designer:

Name: Doug Finke

PA L&I Certification No. 042272

Signature:



1.2 SCOPE OF WORK

- A. The scope of work for this project covers the supplying of all labor, tools, materials, equipment, services and appurtenances to accomplish the work specified and indicated on the contract drawing. The work shall be performed to the complete satisfaction of the Owner, Architect, and the Environmental Consultant in accordance with the current Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) regulations, Pennsylvania Department of Labor and Industry (PA DL&I) and Department of Environment Protection (DEP) regulations and any other applicable State and Local Government regulations. The Contractor shall perform the abatement in accordance with the most stringent of the regulations provided.

- B. Contractor shall submit an Action Plan which describes specifically how abatement work is to be completed for each abatement phase. At a minimum the Action Plan shall address work area preparation, work practices, decon location, estimated completion dates, respiratory protection, and disposal. Approval of the Action Plan must be obtained by the Owner or Owner’s representative prior to the start of work. Procedures outlined in the Action Plan must be followed throughout the abatement phase. Any changes in Action Plan must obtain prior approval from the Owner or Owner’s representative. Contractor shall provide containment and work areas in locations and quantities as required to meet and maintain the project schedule.
- C. Work under this project includes but is not limited to the following:

ACM Material	Estimated Quantity	General Location
ACM black mastic and associated non-ACM 12” tan floor tile	approximately 376 SF/unit (3,384 SF total)	Nine 2-bedroom units, first floor
ACM black mastic and associated non-ACM 12” tan floor tile	approximately 442 SF/unit (4,862 SF total)	Eleven 3-bedroom units, first floor
D. ACM black mastic and associated non-ACM flooring (2 layers) and 3/8” plywood (hole to accommodate radon piping)	approximately 1 SF/unit (20 SF total)	20 units, second floor (to be marked by Client)

The estimated quantity of material to be removed in the building is based on PSI’s previously conducted Limited Flooring Survey (project #04121622, report dated October 4, 2019), and information provided by the Owner.

- E. The Contractor is to coordinate with the Client and Quality Assurance Consultant Project Monitor, referred to as ‘Environmental Consulting Firm’ to determine the extent of containment area(s) required for removal of hazardous materials.

1.3 CONTROL OF WORK

- A. All work which does not conform to the requirements of the contract, plans and specifications will be considered unacceptable.
- B. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be corrected immediately and replaced in an acceptable manner.
- C. All bidders should inspect job site prior to bidding to determine job conditions.
- D. If the Owner or Owner’s representative finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

- E. The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the plans, contract and specifications. The term shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans and specifications during the Contractor's prosecution of the work, when in the Owner or Owner's representative opinion and judgment such compliance is essential to provide an acceptable finished work.

1.4 QUALITY ASSURANCE

A. Consultant:

- 1) The Owner shall contract for a Quality Assurance Consultant Project Monitor referred to as 'Environmental Consulting Firm' which specializes in performing air sampling, project monitoring, and inspections on asbestos abatement projects. The testing laboratory shall as a minimum be accredited by the NIOSH PAT Program (Proficiency Analytical Testing) for PCM asbestos air analysis, and NVLAP for asbestos bulk analysis.
- 2) The Environmental Consulting Firm will be responsible for certifying the project was completed in accordance with all federal, state, and local asbestos standards and regulations.
- 3) The Environmental Consulting Firm and Asbestos Abatement Contractor must complete the Certification of Visual Inspection form found at the end of this section for each work area completed.
- 4) The Environmental Consulting Firm shall review the Contractors Action Plan which describes specifically how work is to be completed for each abatement phase. Approval of the Action Plan must be obtained through the Professional prior to the start of work.

B. Contractor Experience:

- 1) The Asbestos Abatement Contractor shall have a minimum of three (3) years experience in the asbestos abatement business. He shall have successfully completed three (3) projects of similar or larger size and dollar value to this project and shall not have defaulted on an asbestos abatement project within the last three (3) years.
- 2) The Contractor shall be certified by Pennsylvania Department of Labor and Industry. The certification number must be provided to the Owner in its bid.

C. Worker Certification:

- 1) The Contractor shall furnish proof that his employees have had instruction on the dangers of asbestos exposure, on respirator use, decontamination and current OSHA and EPA regulations.
- 2) Documentation of workers medical exams, consist of x-rays and pulmonary function shall be submitted and as may be required by current OSHA and EPA regulations and any applicable State and Local Government regulations.

- 3) There must be on-site at all times, an EPA Certified Asbestos Abatement Supervisor. The Asbestos Abatement Supervisor shall have successfully completed a 5-day EPA Certified Practices and Procedures Course as per 40 CFR, Part 763, Subpart E, Appendix C-EPA Model Accreditation Plan (must provide a copy of certificate from EPA approved course). All asbestos workers shall have successfully completed a 4-day EPA Certified Practices and Procedures Course as per 40 CFR, Part 763, Subpart E, Appendix C-EPA Model Accreditation Plan. The Contractor must provide copies of certificates from Pennsylvania Department of Labor and Industry for all workers, and supervisors as required by regulation.
- 4) The Contractor, Abatement Supervisor, and Abatement Workers shall be licensed by the Pennsylvania Department of Labor and Industry (PDL&I). Each worker/supervisor shall have a current photo identification issued by PDL&I available on request by the Client.

1.5 POSTING OF REGULATIONS

- A. The Contractor will have at all times in his possession at his office one (1) copy and in view at the job site one (1) copy of the current OSHA Regulations 29 CFR 1926.1101, Asbestos and current Environmental Protection Agency 40 CFR Part 61, Subpart M: National Emission Standard for Hazardous Air Pollutants as related to asbestos stripping, emissions, notification, work practices and disposal of asbestos waste.

1.6 REGULATORY SUBMITTALS (CONTRACTOR'S RESPONSIBILITY)

The Contractor is required to notify the building occupants and the following agencies in writing ten (10) days prior to starting work for notification and instructions concerning proper disposal of asbestos waste material.

- 1) Pennsylvania Department of Environmental Protection
Bureau of Air Quality Control
Regional Manager
- 2) Pennsylvania Department of Labor and Industry
Asbestos Occupation Accreditations & Certification
Bureau of Occupational and Industrial Safety
Room 155E Labor and Industry Building
Seventh & Forster Streets
Harrisburg, Pennsylvania 17120
- 3) Where work is performed in Allegheny County or City of Philadelphia, appropriate notification must also be made. Obtain permits as required by local regulations.
- 4) EPA, DEP approved asbestos landfill proposed to be used by the Contractor for RACM. Submit completed WSR for RACM at projects end (see 3.07, F).

1.7 AIR TESTING AND MONITORING

- A. Air sampling of the work areas and surrounding environment will be conducted during the performance of this contract by the Environmental Consulting Firm so as to ensure abatement procedures are in compliance with all codes, regulations, ordinances and this specification.
- B. The Contractor shall fully cooperate with the Environmental Consulting Firm and all others responsible for testing and inspecting the work.
- C. Air testing and analyses shall be in accordance with current EPA and requirements of Section 29 CFR 1926.1101 of the current OSHA Regulations, as a minimum. Analysis shall be performed by Phase Contrast Microscopy per NIOSH 7400 Method and/or Transmission Electron Microscopy (TEM) per EPA Level II (AHERA) analytical procedures, if requested by the Client.
- D. Air tests taken prior to start of work (background) and at completion (clearance) will be analyzed by PCM-Phase Contrast Microscopy.
- E. The Environmental Consulting Firm shall give verbal notification to the Client of the results of each test within twenty-four (24) hours of the time the samples were delivered to the laboratory. The Environmental Consulting Firm shall confirm the results in writing within three (3) days thereafter. A microscope on site for PCM analyses is acceptable to facilitate a faster turn-around time.
- F. Prompt reports are necessary so that, if required, modifications to work methods and/or practices may be implemented as soon as possible.
- G. Representatives of the Environmental Consulting Firm shall have access to the work area at all times. The Contractor shall provide facilities for such access in order that the Environmental Consulting Firm may properly perform its function.
- H. Sampling equipment and personnel will be provided by the Consulting Firm.
- I. Air sampling shall be performed in each work area prior to commencement of the work at that location. The highest fiber count reading during pre-clearance clean-up monitoring shall be lower than the background readings established by pre-job monitoring or 0.01 f/cc, whichever is lower. When the criteria is met, perform final clearance testing by PCM.
- J. Air samples shall be taken in accordance with, but not necessarily limited to, the following schedule:

AREA	WHEN	NUMBER	MINIMUM VOLUME (liters)	FLOW RATE (liters/min.)
Work Area (PCM)	Prior to job start	2	1500	2-10
Work Area (PCM)	During area isolation	Daily ₁	480-960	1-2
Work Area-Inside (PCM)	During abatement work	Daily ₁	480-960	1-2

Work area Exterior (PCM) ₂	During abatement work	Daily ₁	1000	2-10
Work Area (PCM) ₃	At completion (final)	1(minimum)	1500	2-10

SCHEDULE NOTES:

1. Consecutive daily air samples will be collected during abatement to yield a minimum of eight (8) hours of sampling time for each active work area.
2. Exterior work area(s) samples shall be collected daily at decon clean room entrance, load out exit, discharge of HEPA exhaust units, and area(s) adjacent to work area(s) that are occupied or will be re-occupied.
3. Aggressive air sampling will be conducted when work area is prepared as a negative pressure enclosure where feasible.

- K. Work area clearance testing shall be completed before work site protective barriers are removed.
- L. The Contractor is responsible for performing the thirty (30) minute excursion air sampling per OSHA regulations.
- M. The Contractor is responsible for performing 8 hour TWA personal air samples in the employees breathing zone per OSHA regulations.

1.8 AIR FILTERING - (FOR GUIDELINE PURPOSES ONLY)

- A. An approved negative pressure machine may be used in the active work area using HEPA equipped air movement units.
- B. Air may be drawn from clean areas through the decontamination and active work areas, HEPA filtered and exhausted through air movement units to the building exterior. Replace filters in accordance with manufacturer's instructions and to meet the needs of this specification.
- C. Air movement should be sufficient quantity to ensure a minimum of four (4) air changes per hour.

Example: Active work area = 50' x 50' x 20' H = 50,000 cu. ft.

For four air changes per hour = 4 AC/HR x 50,000 CF/AC = 200,000 cu.ft./hr.

In cubic feet per minute = 200,000 CF/HR : 60 min/hr = 3,333 cu. ft./minute

This active work area would require a combination of air movement/HEPA units, i.e., 2,500 CFM and 1,500 CFM

- D. **The exhaust system must be exhausted to the outside of the building.**

- E. The exhaust system(s) will run twenty-four (24) hours/day until final clearance is obtained and will be maintained in accordance with ANSI Z9.2 and the manufacturer's directions.
- F. To ensure continuous operation, the Contractor shall have a spare negative exhaust unit available.

1.9 ALTERNATIVE AIR FILTERING METHODS

- A. Other approved air filtering methods may be utilized at the Contractor's discretion, with the stipulation that designated regulatory agencies provide documented approval to the Department. It shall be the responsibility of the Contractor to submit all documentation required to the appropriate regulatory agency for their review and approval.

1.10 PLACEMENT OF WARNING SIGNS AND LABELS

- A. The Contractor shall furnish and place warning signs at all approaches to asbestos control areas containing concentrations of airborne asbestos fibers. Locate warning signs at such a distance that personnel may read the warning sign and take the necessary protective action required before entering the area. Warning signs shall be in place for the duration of the work. The Contractor shall furnish and attach caution labels to all disposal containers holding asbestos materials, scrap waste, debris and other products contaminated with asbestos.
- B. Warning Signs: Provide warning signs conforming to 29 CFR 1926.1101 with the following legend:

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE
REQUIRED IN THIS AREA**

- C. Caution Labels: Attach label to the outside of all disposal bags and containers which hold asbestos contaminated materials and are to be removed from the site. Caution labels shall be printed in letters of sufficient size and contrast so as to be readily visible and legible and shall display the following legend:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

- D. Identification Labels: Attach label to the outside of all disposal bags and containers which hold asbestos contaminated materials and are to be transported off facility site. Identification labels shall display the following legend:

Waste Generator Name: _____

Generator Location: _____

- E. Transportation marking shall conform to 49 CFR 171 and 172 and shall be provided on all containers with more than one pound of friable asbestos. Transportation marking shall display the following legend:

**R Q HAZARDOUS SUBSTANCE
SOLID, NOS
ORM-E, NA 9188
(ASBESTOS)**

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- A. The list of required materials will include, but is not necessarily limited to the following:
- 1) Respirators: Provide respiratory protection in accordance with OSHA Regulation 29 CFR 1926.1101 and appendices ANSI Z88.2-1980. Respiratory protection is required regardless of negative exposure assessments. There shall be NO EXCEPTION to this requirement. As minimum protection, negative pressure air purifying respirators shall be worn. Contractor shall select the appropriate respirator based on an initial exposure assessment or exposure monitoring results. No employee or visitor shall enter any area without this protection until clearance has been obtained. Employees or visitors shall wear a respirator. Respirators shall be NIOSH approved. Ensure proper filters are worn using a HEPA as a minimum.
 - 2) Protective Clothing:
 - a) Disposable Clothing – such as "Tyvek" by DuPont. Clothing shall consist of coverall, head cover and foot cover. Gloves will be worn for hand cover as needed.
 - 3) Wetting Agents - The asbestos material will be sprayed with water containing an additive to enhance penetration. The additive, or wetting agent, will be polyoxyethylene at a concentration of one (1) ounce per five (5) gallons of water or as otherwise specified by manufacturer. A fine spray of this solution must be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos will be sufficiently saturated to prevent emission of airborne fibers in excess of the exposure limits prescribed in the current OSHA standards referenced in these specifications. DRY REMOVAL WILL NOT BE ALLOWED EXCEPT WITH WRITTEN APPROVAL FROM EPA or BECAUSE OF FREEZING WORK AREA TEMPERATURES.
 - 4) Polyethylene sheeting: Six (6) mils, for protection of floors, walls, doors, windows, fixed equipment, HVAC supply and return openings, and critical barriers.
 - 5) Polyethylene bags (with warning labels) six (6) mils minimum for disposal. All asbestos that is removed shall be double bagged.

- 6) Tape: High quality vinyl or fabric duct tape. Paper masking tape will not be permitted.
 - 7) Negative Pressure Filtration Equipment: Air movement and filtering equipment equipped with HEPA filters rated at 99.97% removal down to 0.3 microns, and of sufficient capacity to provide a minimum of four (4) air changes per hour for each active work area.
 - 8) Airless Spray Equipment: Electric airless spray equipment for saturating and mist fiber control. Low pressure (500 psi) equipment must be available on-site and utilized as required.
 - 9) Vacuum: HEPA rated for surface cleaning and house-keeping. Hand operated and power tools such as, but not limited to, saws, corers, abrasive wheels and drills should be provided with local exhaust ventilation systems with HEPA filters.
 - 10) Hand Tools: Brooms, plastic shovels, scrapers, brushes, etc., in sufficient quantity to ensure the appropriate level of housekeeping.
 - 11) Water Filtration System: Shower and contaminated water filtration system.
 - 12) GFI Equipment: All electrical connections in the work area must be through "ground fault" protected outlets/circuits.
 - 13) Penetrating Encapsulant: Penetrating encapsulants to be used on this project are International Cellulose Corporation SK-13 Asbestos Encapsulant, International Protective Coatings Corporation Serpiflex Shield, Fiberlock Technology ABC Asbestos Binding Compound Concentrate, and others listed as acceptable in the Environmental Protection Agency - Battelle Laboratory Encapsulant Study, or approved equal.
 - 14) Bridging Encapsulant: Bridging encapsulants to be used on this project are American Coatings Corporation Cable Coating 2B, Decadex Laboratories Firecheck, Fiberlock Technology ABC Asbestos Binding Compound Concentrate, or approved equal.
- B. The Contractor will have at all times in his possession at the job site Material Safety Data Sheets (MSDS) for wetting agents, encapsulants, solvents, strippers, and any other potentially hazardous materials.

2.2 PERSONNEL PROTECTIONS

- A. Personnel protection is required for laborers, mechanics, supervision and visitors at the work site during the set-up and abatement operations.
- B. Each worker shall be supplied with a minimum of two (2) complete protective work clothes and respirator filter changes per day for the complete duration of the project. Hard hats should be available as appropriate which meet ANSI Z-89.1 standards. Safety toe footwear is to be worn underneath the disposable shoe covers and must meet the requirements and

specifications in ANSI Z-41.1. Eye wear and face protection must meet the standards and specifications of ANSI Z-87.1.

- C. In addition to sets of protective work clothes for workers, the Contractor shall have on hand two (2) additional sets of disposable work clothes, per day and respirators for personnel who are authorized to inspect the work site. Hard hats should be available as appropriate which meet ANSI Z-41.1. Eye wear and face protection must meet the standards and specifications of ANSI Z-87.1.
- D. Respirators approved for asbestos use and protective work clothes will be worn by laborers and mechanics as a minimum during set-up operations (plastic draping, light-fixture dropping or removal, etc.).
- E. Appropriate respirators will be worn by all personnel in the active work area.
- F. Upon leaving the active work area, filters will be discarded, cartridges removed and respirators cleaned in disinfectant solution and clean water rinse.
- G. Clean respirators will be stored in plastic bags when not in use.
- H. Respirators will be inspected daily for broken, missing, or deteriorated parts.

PART 3 - EXECUTION

3.1 AREA PREPARATION

- A. Movable furniture, blinds and equipment will be removed from area of work by the Using Agency.
- B. Heating and ventilating system servicing the areas of work must be shut down prior to starting any work. Notify the Using Agency prior to starting any work in order that they may arrange to have the heating and ventilating system shut down.
- C. The Contractor shall isolate the work area for the duration of the work by installing critical barriers completely sealing off all openings in the work area, including, but not limited to, heating, ventilation ducts, doorways, corridors, windows, roof ventilator openings, and wall vents, with plastic sheeting taped securely in place with six (6) mils plastic sheeting.
- D. The Contractor shall build decontamination chamber(s) to be connected to each active work area for entrance to or exit from the active work area. When required a separate material load out unit shall be constructed.
- E. All floor and wall surfaces in the work areas shall be covered with plastic sheeting taped securely in place to protect them from water damage and asbestos contamination.
- F. The Contractor shall cover all fixtures, fixed demountable partitions, lighting, fixed items and equipment in the work area with plastic sheeting taped securely in place.
- G. Duct tape, staples, wood strips and other methods will be used appropriately to attach vertical plastic barriers to walls and to floors. All edges of plastic material shall overlap the

adjoining sheet a minimum of twelve inches. All joints (vertical and horizontal) will be continuously sealed with duct tape.

- H. Upon completion of area isolation, the Contractor shall remove, where practical, all detachable electrical heating and ventilation equipment, wipe and vacuum, clean and remove from active work area.

3.2 DECONTAMINATION UNIT (USAGE AND ACTIVITIES)

- A. Outside room (clean room). In this room the worker leaves all street clothes and dresses in clean working clothes (usually disposable coveralls). Respiratory protection equipment is also stored in this area. No asbestos contaminated items should enter this room. Workers enter this room either from outside the structure dressed in street clothes, or naked from the showers, after showering.
- B. Shower Room: This is a separate room used for transit by cleanly dressed workers entering the job from the outside room or by workers headed for the showers after undressing in the equipment room.
- C. Equipment Room (contaminated area): Work equipment, footwear, additional contaminated work clothing are left here. This is a change and transit area for workers.
- D. Decontamination chambers require temporary services. Verify during bidding period the availability for temporary hook up. Mobilization, hook-up and demobilization, disconnection costs will be the responsibility of the Contractor. Installation of temporary services during demolition shall be per current EPA and OSHA regulations.
- E. Work Area: The work area should be separated by polyethylene barriers from the equipment room. If the airborne asbestos level in the work area is expected to be high, as in dry removal an additional intermediate cleaning space may be added between the equipment room and the work area. Isolation of the work areas, as required, is necessary to prevent contamination and fiber dispersal to other areas of the building during work and clean-up operation. Air movement will flow uninterrupted from outside the work area through the change and equipment rooms and into the active work area. It is then HEPA filtered and exhausted to the building exterior.

3.3 WORK AREA ENTRANCE/EXIT

- A. All workers involved in the removal of asbestos will utilize the following procedure for work area entrance and exit.
- B. The worker enters the outside room and removes clothing, puts on clean coveralls, gloves and respirator. Protective clothing sleeves will be taped to gloves and protective clothing legs will be taped to foot covers. The neck collar, zipper seam, wrists and ankles of protective clothing will be taped closed.
- C. Worker proceeds via shower room to equipment room. Any additional clothing and equipment left in equipment room and required by worker is put on. This includes additional warm garments workers usually provide themselves when the work area is too

cold for coveralls only. These must be treated as contaminated clothing and left in the decontamination area.

- D. Worker proceeds to work area.
- E. Before leaving the work area, the worker should remove all gross contamination and debris from the protective clothing, by vacuuming down the clothes with a vacuum cleaner with a HEPA filter. In practice, this is carried out by one worker assisting another.
- F. The worker proceeds to equipment room and removes all clothing except respiratory protection equipment. Extra work clothing may be stored in contaminated end of the area.
- G. Disposable protective clothing is placed in a bag for disposal. The worker then proceeds into the shower room. Respiratory protection equipment should only be removed after wetting in shower to prevent inhalation of fibers. Ensure that employees shower every time upon exiting the work area and before entering the clean room.
- H. After showering, the worker moves to the clean room and dresses in either new protective clothes for another entry, or street clothes if leaving. Respirator filters are sealed with tape or thrown away if spent, and respirator body is thoroughly cleaned and brought to the clean room.
- I. Workers shall not eat, drink, smoke, chew gum, or chew tobacco in the work area. To eat, drink or smoke, workers shall exit the work area following the decontamination procedure outlined above.
- J. All footwear shall be left inside work area until completion of the job, then cleaned or discarded.

3.4 METHOD OF REMOVAL

- A. Remove and dispose of all asbestos-containing materials (ACM) in accordance with the methods and procedures outlined in the United States Department of Labor, Occupational Safety and Health Administration (OSHA) Asbestos Regulations, Codes of Federal Regulations Title 29, Part 1926, Section 1926.1101.
- B. Dry removal will not be allowed except when wet removal will create a safety hazard. Dry removal process will require written authorization by EPA and the Client except when work area has freezing conditions.
- C. Work of this section shall be performed in the following manner:
 - 1) Eliminate air flow into containment area by isolating all supply and return air ducts from mechanical system. Turn off electrical power.
 - 2) Install six (6) mil polyethylene critical barriers over all doors, wall openings, ceiling openings, electrical outlets, etc. Secure with duct tape on all sides.
 - 3) Six (6) mil polyethylene protecting ceiling surface from wall to wall.

- 4) Six (6) mil polyethylene protecting wall surface from floor to ceiling.
- 5) Isolation barriers separating occupied areas and work areas shall be framed and covered with 1/2 inch plywood and two (2) layers of six (6) mil polyethylene.
- 6) Duct HEPA filter unit through door. Locate unit to prevent dead air pockets.
- 7) Install triple air curtain, six (6) mil polyethylene (typical), over door opening into decontamination unit or load out unit.

3.5 HOUSEKEEPING

- A. Throughout the work period, the Contractor shall maintain the building and site in a standard of cleanliness as specified throughout these specifications.
- B. Contaminated disposable clothing, respirator filters and other debris will be bagged, properly labeled and sealed at the end of each work day.
- C. All asbestos generated by removal, encapsulation or repair will be bagged, properly labeled, and sealed at the end of each work day.
- D. Respirators will be thoroughly cleaned at the end of each work day and stored for the next day's use.
- E. Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection of materials.
- F. Do not allow the accumulation of scrap, debris, waste material, and other items not required for completion of this work.
- G. At least weekly, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
- H. Unless otherwise noted or directed, materials resulting from demolition operations shall be the property of the Contractor, shall not be used in the work and shall be promptly removed from the site.
- I. Daily and more often if necessary, inspect the work areas and adjoining spaces, and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
- J. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
- K. Maintain the site in a neat and orderly condition at all times.
- L. Compressed air is not to be used for cleaning purposes.

3.6 FINAL DECONTAMINATION OF WORK AREA

- A. Following careful double bagging of all removed asbestos material by the Contractor, bags shall be labeled as required.
- B. Bags shall be wiped with clean damp cloths prior to transportation to approved disposal site.
- C. With critical barriers in place, sheet plastic on walls, floors, and ceiling, the negative pressure system operating, the Contractor shall carry out the first cleaning. If there are two layers of wall, floor, and ceiling plastic, clean outer layer as described below and remove carefully. With one layer of wall, floor, and ceiling plastic in place, use damp cleaning cloth to wipe surfaces of plastic. Use each surface of a cleaning cloth one time and then dispose of as contaminated waste.
- D. Continue this cleaning until there is no visible debris from removed material or residue on plastic sheeting. This first cleaning shall extend to include the Equipment Room (Dirty Room) in the decontamination unit.
- E. Pressure washing techniques of any kind are strictly prohibited.
- F. Pre-Encapsulation Inspection of substrate is performed by Consulting Firm to ensure removal and cleaning of the substrate is adequate. The Contractor may accompany this inspection. If during the inspection, the substrate or plastic sheeting isn't cleaned to the satisfaction of the Consulting Firm, additional re-cleaning will be required to meet the satisfaction of the Consulting Firm.
- G. Encapsulate substrate and all remaining plastic sheeting within the work area. A colored encapsulant may be used on non-finished surfaces.
- H. After encapsulant has dried, remove floor, wall, and ceiling plastic carefully by folding inwards into bundles and bagged for disposal. **NOTE:** Final barriers are not to be removed until work is completed.
- I. With critical barriers in place, negative pressure system operating, and immovable objects covered with plastic sheeting, perform a second cleaning as was done in the first cleaning. Wet mop any hard floor surfaces. HEPA vacuum carpeted area surfaces. Hard surfaced flooring such as concrete, terrazzo, VAT and ceramic tile, shall be wet mopped, allowed to dry, and damp mopped a second time with clean mop heads. All mop heads and cleaning cloths are to be discarded in the same manner as asbestos waste.
- J. All surfaces are to be left visually clean.
- K. Perform visual inspection of work area Consulting Firm and Contractor shall complete Certification Of Visual Inspection form found at the end of this section.
- L. After a work area has passed visual inspection, the Consulting Firm shall take clearance samples as specified in Air Sample Schedule, Section 1.07 as soon as feasible but no longer than twenty-four (24) hours after completion of all cleaning work, or as may be specified by the Department.

- M. If clearance criteria is not met, repeat final cleaning until additional tests indicate acceptable levels have been achieved. Costs associated with additional cleaning and testing shall be borne by the Contractor.
- N. After air testing clearance criteria has been met, critical barriers and negative air pressure system can be removed.

3.7 DISPOSAL OF ASBESTOS WASTE

- A. All RACM and miscellaneous ACM debris will be transported to the predesignated disposal site in accordance with the guidelines of the U.S. Environmental Protection Agency, Title 40, Part 61, Subpart M, and all local agencies' regulations. Ensure all waste bags/leaktight container have facilities name, address, and contact person as required by NESHAP. Drums are to be used to transport bagged ACM's as required by regulation(s).
- B. EPA NESHAP Category I & II nonfriable ACM may disposed of as C&D waste as allowed by regulation. If nonfriable materials become friable they must then be disposed of as regulated ACM waste in an approved landfill.
- C. Workers loading/unloading the asbestos materials and machinery operators will wear respirators and disposable work clothing when handling material at the project and disposal site. Asbestos warning signs shall be posted on vehicle as required by regulation.
- D. The bags may be dumped from the drums into the burial site. If drums are used to transport the ACM bags, the bags may be dumped from the drums into the burial site. The drums may be reused. However, if a bag is broken or damaged, the entire drum should be buried.
- E. The landfill area used for dumping shall be certified to receive and buy materials contaminated by asbestos.
- F. Obtain completed Waste Shipment Record (WSR) for all RACM. WSR must also indicate amount of waste in cubic yards. Submit signed WSR with final report/Project Close-out.

3.8 INSPECTIONS

- A. All work procedures detailed in this specification will be strictly adhered to and meet or exceed all current EPA, OSHA, DEP, ASTM and PDL&I regulations.
- B. All work shall meet with the approval of the Owner or Owner's representative. Work which does not meet with the approval shall be determined to be unsatisfactory.

3.8 RECORDKEEPING

- A. Maintain a daily log documenting the following items:
 - 1. Entry and exiting of work area by work personnel, visitors, and inspectors.
 - 2. Personnel air monitoring test results.
 - 3. Special or unusual events, such as power loss or equipment failure.
 - 4. Daily inspection of decontamination unit, load-out unit, containment area integrity, and air exhausting system.
 - 5. Amount of asbestos-containing material removed from the work site.

6. Work progress narrative.
 7. Disposal and Transportation Records
- C. Provide a copy of the logs to the Owner at the end of the project.

ASBESTOS CERTIFICATION OF VISUAL INSPECTION

Project Name: _____

Project Number: _____

Building Name: _____

Work Area Location: _____

ABATEMENT CONTRACTOR CERTIFICATION

In accordance with Project Specifications and scope of work, the abatement contractor hereby certifies that the Abatement Contractor has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination unit, sheet plastic, etc.) and has found no visible dust, debris or residue.

Abatement Contractor Name: _____

Signature: _____ Print Name: _____

Print Title: _____ Date: _____

QUALITY ASSURANCE CONSULTANT

The Quality Assurance Consultant hereby certifies that he/she has accompanied the Abatement Contractor on the visual inspection and verifies that this inspection has been thorough and to the best of his/her knowledge and belief, the Abatement Contractor's certification above is a true and honest one.

Quality Assurance Consultant Name: _____

Inspector Signature: _____ Date: _____

Print Inspector Name: _____

END OF SECTION



Project Number: 04121622
October 4, 2019

Professional Service Industries, Inc.
1707 South Cameron Street, Suite B, Harrisburg, PA 17104
Phone: (717) 230-8622

Mr. Bryan Hoffman
Lebanon County Housing Authority
PO Box 420
930 Willow Street Lebanon, PA 17042

Via Email: bhoffman@LCHA.com

**RE: Limited Asbestos Sampling
Gloninger Meadows & Cedar Court
2148 Center Street & 564 Cedar Court
Lebanon, Pennsylvania 17042**

Dear Mr. Hoffman:

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek company, performed Limited Asbestos Sampling of flooring materials at the above referenced structures.

The purpose of the investigation and sampling was to provide information regarding the presence, condition, and estimated quantity of accessible ACMs located at the facility prior to its planned renovation and included flooring materials only.

The asbestos inspection and sampling was conducted on September 30, 2019. A total of 27 samples were collected from 9 suspect asbestos-containing homogeneous materials during the survey. The samples were analyzed by polarized light microscopy (PLM).

The following 2 ACMs (>1% asbestos) were identified during this investigation:

- **Black mastic associated with non-ACM 12"x12" tan floor tile found throughout the ground floor at the Gloninger Meadows unit**
- **Black mastic associated with non-ACM 12"x12" tan floor tile found in the second floor mechanical room at the Gloninger Meadows unit**

The identified ACMs were observed to be in good condition at the time of the field investigation and appeared to be present throughout the ground floor (approximately 350 square feet) and second floor mechanical room (approximately 16 square feet).

This limited asbestos survey was not intended to meet the requirements of the National Emissions Standard for Hazardous Air Pollutants (NESHAP) for Asbestos demolition or renovation. The survey included a thorough inspection of flooring materials only.





We look forward to working with you on this and future projects. Please do hesitate to contact us at (717) 230-8622 to answer any questions you may have, or should you need any further information.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Larry Troutman, Jr., CIE
Regional Environmental Manager

Larry E. Proczko, Jr.
Project Manger

Attachments: Report Of Bulk Sample Analysis For Asbestos
Asbestos Sample Log
Chain of Custody
Sample Location Diagrams

REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: PSI, Inc
 1707 South Cameron Street Suite B
 Harrisburg, PA 17104
 Attn: Jason Egal

Project ID: 04121622
 LCHA
 Gloninger Meadows & Cedar Court
 2148 Center St. & 564 Cedar

Date Received: 10/1/2019

Date Completed: 10/4/2019

Date Reported: 10/4/2019

Analyst: Lori Huss

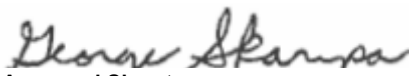
Work Order: 1910021

Page: 1 of 3

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
01-01	001A	(1) White, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Cellulose Fiber None Reported
01-02	002A	(1) White, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Cellulose Fiber None Reported
01-03	003A	(1) White, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Cellulose Fiber None Reported
02-04	004A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-05	005A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
02-06	006A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
03-07	007A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	NO ASBESTOS DETECTED 5% Chrysotile	None Reported None Reported
03-08	008A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	NO ASBESTOS DETECTED 5% Chrysotile	None Reported None Reported
03-09	009A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	NO ASBESTOS DETECTED 5% Chrysotile	None Reported None Reported
04-10	010A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

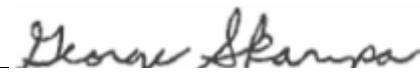
Respectfully submitted,
 PSI, Inc.


 Approved Signatory
 George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
04-11	011A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
04-12	012A	(1) White, Floor Tile, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
05-13	013A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	NO ASBESTOS DETECTED 5% Chrysotile	None Reported None Reported
05-14	014A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	NO ASBESTOS DETECTED 5% Chrysotile	None Reported None Reported
05-15	015A	(1) Tan, Floor Tile, Homogeneous (2) Black, Mastic, Homogeneous	NO ASBESTOS DETECTED 5% Chrysotile	None Reported None Reported
06-16	016A	(1) Brown, Cove Base, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-17	017A	(1) Brown, Cove Base, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
06-18	018A	(1) Brown, Cove Base, Homogeneous (2) Tan, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
07-19	019A	(1) White, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Cellulose Fiber None Reported
07-20	020A	(1) White, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Cellulose Fiber None Reported
07-21	021A	(1) White, Flooring, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	15% Cellulose Fiber None Reported
08-22	022A	(1) White, Floor Tile, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-23	023A	(1) White, Floor Tile, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
08-24	024A	(1) White, Floor Tile, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
09-25	025A	(1) Tan, Cove Base, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
09-26	026A	(1) Tan, Cove Base, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
09-27	027A	(1) Tan, Cove Base, Homogeneous	NO ASBESTOS DETECTED	None Reported
		(2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported

Report Notes: (PT) Point Count Results

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,
PSI, Inc.



Approved Signatory
George Skarupa

ASBESTOS BULK SAMPLE LOG

1/2

04121622
 Project Number
 LCHA Gloninger Meadows Pkwy Court
 Project Name
 Canny Proczko
 Inspector

9.30.19
 Date
 2148 Center St.
 Building Name
 014051
 Inspector License #

Sample #	Material Description	Sample Location	Analytical Results
01	Sheet flooring	Gloninger Meadows - Int'lwrm	
02	"		
03	"		
04	light brn asbestos	2nd fl.	
05	q mastic		
06			
07	12 tan floor tile	Mechanical room 165F	
08	q mastic, black		
09			
10	12 white floor tile	2nd 2nd fl.	
11	q mastic		
12			
13	12 tan floor tile	1st fl.	
14	q mastic, black		
15			
16	dark brn asbestos	1st fl.	
17	q mastic, tan		
18			

Sampled By: Canny Proczko

Date: 9.30.19

Relinquish Signature: [Signature]

Date: 4

Signature of Recipient: _____

Date: _____

Signature of Recipient: _____

Date: _____

Disposition of Samples: Return

Dispose

CHAIN OF CUSTODY - ASB/LEAD/IH

1910021

Project Information	
Project Name:	LCHA Glanginger Meadows 4 Cedar Court
Project No:	04121622
PO Number:	



IH Laboratory
850 Poplar Street
Pittsburgh, PA 15220
412-922-4001 ext. 228/425

Send Results To:	
Company:	PSI Harrisburg
Attn:	Jason Egal, Larry Proczko
Address:	1707 South Cameron Street, Suite B, Harrisburg, PA 17104
Telephone:	(717) 614-8770
Email:	Jason.Egal@intertek.com, Larry.Proczko@intertek.com

Send Invoice To:	
Company:	0412 Harrisburg
Attn:	Larry Troutman
Address:	1707 South Cameron Street, Suite B, Harrisburg, PA 17104
Telephone:	(717) 230-8622
Email:	Larry.Troutman@intertek.com & Tracy.Proczko@intertek.com

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10/4/19

Stop at First Positive	
Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:			<input checked="" type="checkbox"/>

Parameter																										
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:	
01-27	22	X																								

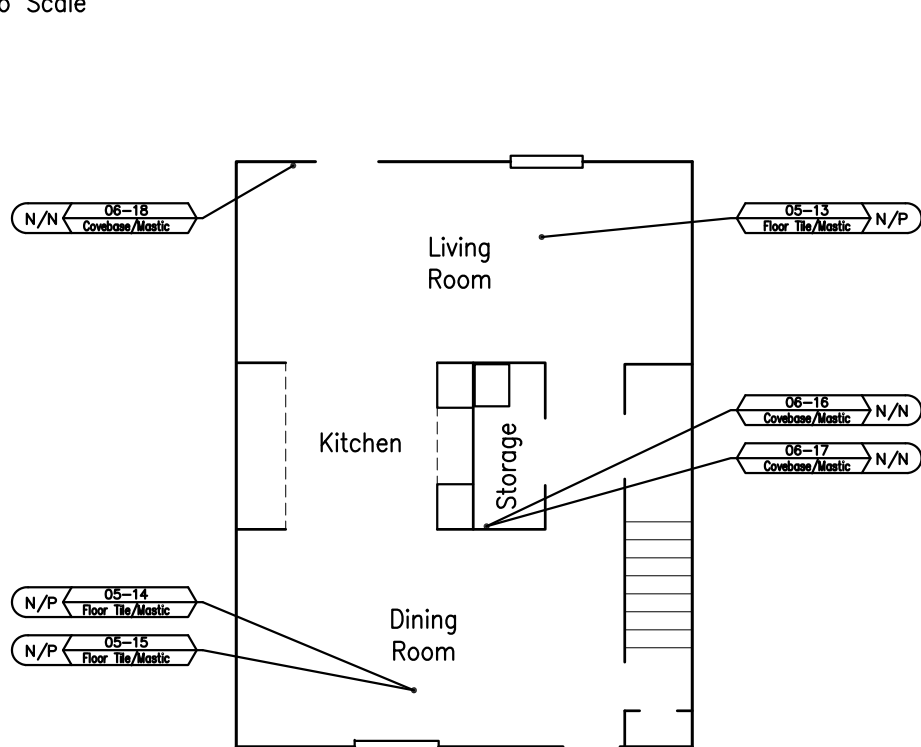
Relinquished by 	Date/Time 12/29/19	Received by 	Date/Time 10/1/19 9a
---------------------	-----------------------	-----------------	----------------------------

Analyst Name:	Analyst Signature:
---------------	--------------------

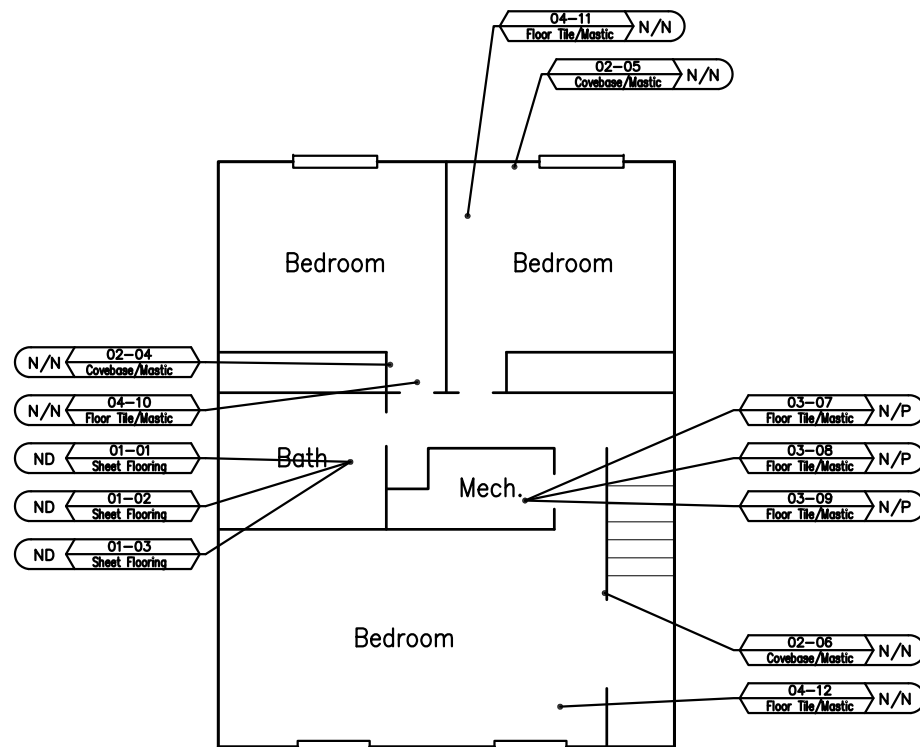
Special Instructions / Comments:



Not to Scale

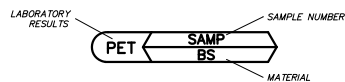


FIRST FLOOR



SECOND FLOOR

SAMPLE LEGEND:

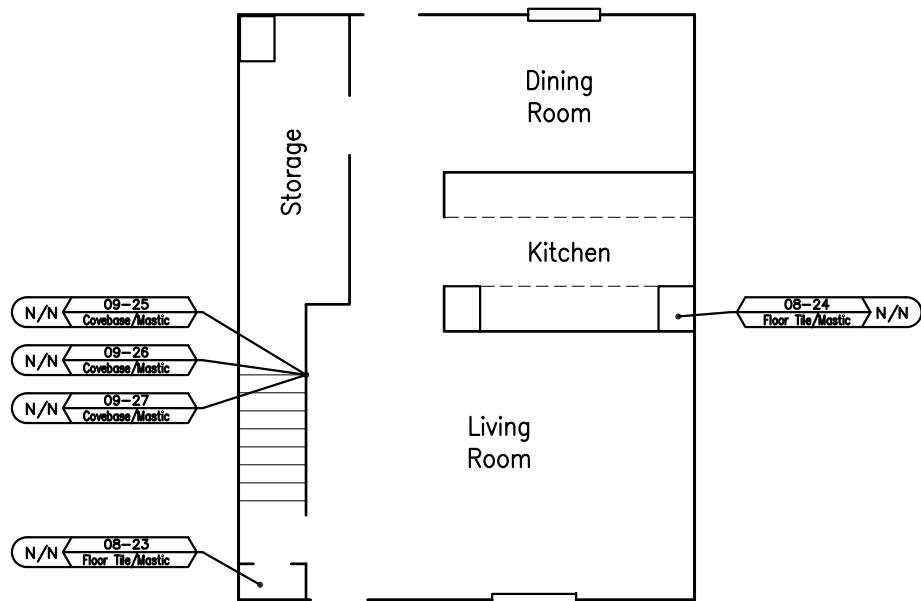


P or POS = Positive
 N, ND or NEG = None Detected
 NA = Not Analyzed

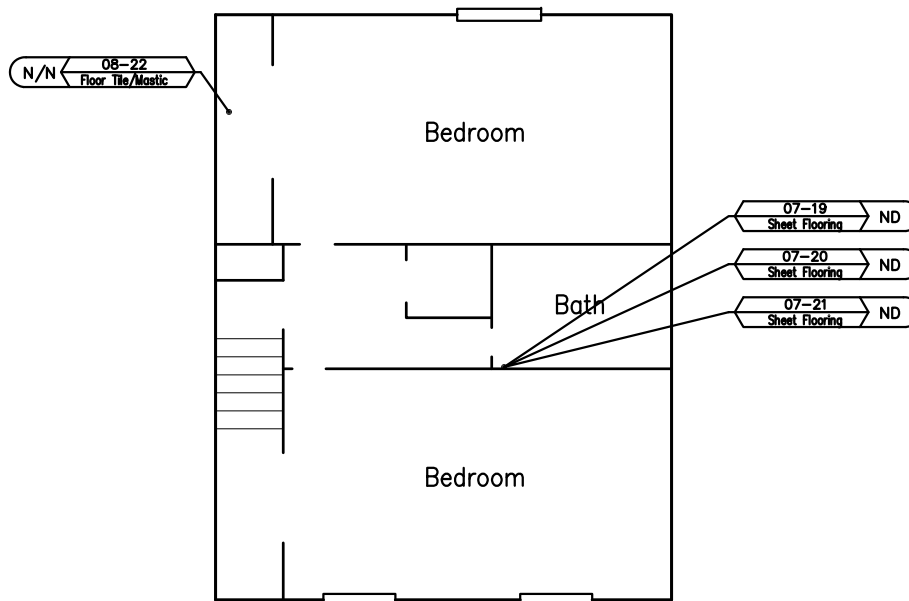
NOTE: All locations are approximate and must be field verified.



Not to Scale

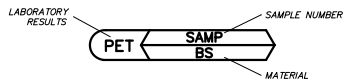


FIRST FLOOR



SECOND FLOOR

SAMPLE LEGEND:



P or POS = Positive
 N, ND or NEG = None Detected
 NA = Not Analyzed

NOTE: All locations are approximate and must be field verified.



Environmental Services
 1707 S. Cameron Street, Suite B Harrisburg, PA 17104
 Tel (717) 230-8622 Fax (717) 230-8626

PROJECT NAME: Lebanon County Housing Authority
 564 Cedar Court, Lebanon, PA 17042

DRAWN BY: M.G.

DATE: 10/4/19

DRAWING NO.: 2

TITLE: Floor Plans
 with Sample Locations

PROJECT MGR.: L. Proczko

PROJECT NO.: 04121622