



SYRACUSE HOUSING AUTHORITY

Building Neighborhoods. Growing Dreams.

INVITATION FOR BIDS (IFB)

No. B24003

**AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)**

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 Toomey Abbott Tower Lobby Renovation
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INTRODUCTION

SHA is a Housing Authority organized and existing under the New York State Public Housing Law and an act of New York State Legislature and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation

SHA is governed by a seven (7) person Board of Commissioners, appointed pursuant to the SHA by-laws. The Executive Director controls the daily operations.

The mission of SHA is to provide quality, safe and affordable housing; to create opportunities for SHA resident’s self-sufficiency and economic independence, and to empower individual potential in an environment where people want to live, work, and build communities. SHA owns or acts as Management Agent for approximately 2,675 units of public housing, affordable housing, tax-credit housing, and city-owned public housing.

In keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed, and insured entities to provide the above noted services to the Agency. All bids submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON	Melissa Liquori, Director of Asset Management and Modernization Telephone: (315)956-2644 E-mail: mliquori@syrhousing.org www.syracusehousing.org
HOW TO OBTAIN THE IFB DOCUMENTS	1. Access www.syracusehousing.org , www.syracuseblueprint.com 2. If you have any problems in accessing bid documents, please call the modernization department at (315)470-4353.
PRE-BID CONFERENCE & WORKSITE WALK-THROUGH	Thursday February 29th, 1PM EST 516 Burt Street, Syracuse NY 13202
QUESTION SUBMITTAL DEADLINE	Friday, March 8, 2024, 3:00 PM EST
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	1. As instructed within Section 3.0 of the IFB document, submit 1 copy of your “hard copy” bid to the Agency Administrative Office.
BID SUBMITAL RETURN & DEADLINE	*Thursday March 14, 2:00 PM EST 516 Burt Street, Syracuse NY 13202 (*The sealed “hard copy” bid documentation must be received in-hand and time-stamped by the Agency by no later than 12:00 PM EST on this date).

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- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.8 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The SHA website and Syracuse Blueprint are venue's to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). In addition, specifications and drawings may be examined at the following locations: The Owner's offices, Syracuse Builders Exchange, & Southside Innovations Center.
- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking bids from qualified, licensed, and insured entities to provide the following detailed construction services:
- 2.1 Specific Scope of Work.** The work shall consist of furnishing all labor, materials, and equipment to provide the AMP 72 Toomey Abbott Tower Lobby Renovation as specified herein, especially as detailed within Attachments H and H-1, each attached hereto.

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2.1.1 516 Burt Street, Syracuse NY 13202 (office address); and,

2.1.2 1207 Almond Street, Syracuse NY 13202

2.2 Contractor Responsibilities (in alpha order).

2.2.1 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

2.2.2 As-built Record Documents. Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Agency's reference.

2.2.2.1 If issued, maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark-up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

2.2.3 Communication. The Agency shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency during or between visits; however, all requests for changes or decisions shall be submitted to the Agency and approved by the Executive Director after receipt and consideration of written request from the Agency. The Agency anticipates that it will typically make a decision in such matters within 3 workdays of receipt, though such response time-frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only.

2.2.4 Contract End Items. Upon completion of the project the Contractor must submit the following:

2.2.4.1 A separate payment request for the retainage;

2.2.4.2 A one-year warranty letter from the Contractor;

2.2.4.3 Consent of Surety to Final Payment;

2.2.4.4 Contractor's Affidavit of Release of Liens;

2.2.4.5 Contractor's Certificate and Release; and

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2.2.4.6 As- built's (Mark-ups delivered to Agency).

2.2.5 **Contractor's Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1.

2.2.5.1 The Agency is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.

2.2.5.2 Payment will be based on the percentage of work completed during a one-month period.

2.2.5.3 A 5% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.

2.2.5.4 **Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

[Table No. 3]

(1) IFB Section	(2) Attachment No.	(3) Form Description
2.2.5.4.1	G-6	form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i> ; NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the bid submittal deadline—this typically will occur when the Agency wishes to do an analysis of the bidder's proposed cost to ascertain as to whether or not the bidder's proposed cost is realistic, fair, and/or reasonable.
2.2.5.4.2	G-7	form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
2.2.5.4.3	G-8	form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
2.2.5.4.4	G-9	form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
2.2.5.4.5	G-10	form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
2.2.5.4.6	G-11	form HUD-5372(1/2014), <i>Construction Progress Schedule</i>
2.2.5.4.7	G-12	All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form WH-347

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2.2.5.4.8	N/A	Retainage. The Request for Payment form must list and clearly identify the retainage in the amount of 5% as a deduction to the subtotal of charges on the Request for Payment.
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2.2.5.5 Review and Approval. The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner (“satisfactory,” as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (i.e., the undisputed portion). The Agency shall ensure:

2.2.5.5.1 The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;

2.2.5.5.2 As further detailed within the preceding Section 2.2.5.3 herein, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);

2.2.5.5.3 The work covered by the request for payment has been performed in accordance with the construction documents;

2.2.5.5.4 The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and

2.2.5.5.5 The Contractor has submitted all required reports such as payroll reports.

2.2.5.6 Distribution of Documents. The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original Periodic Estimate for Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

2.2.6 Debris. The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

2.2.6.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

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- 2.2.6.2 The Contractor must examine the work area and determine any unsuitable work condition.
- 2.2.6.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
- 2.2.6.4 The Contractor shall provide a construction dumpster as needed to dispose and removal all debris. The use of the Agency dumpsters is prohibited.
- 2.2.7 **Delivery of Materials.** The Contractor and each Subcontractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or equipment into the building, or any other factors affecting the work under this Contract.
 - 2.2.7.1 Long lead items should be ordered as soon as possible, after contracts are signed, to expedite shop drawings and delivery of materials to site. Advance planning will be important to assure timely delivery of materials.
- 2.2.8 **Final Inspection and Punch List.** The Agency shall provide one (1) final inspection site visit to develop the final Punch List when the following are completed:
 - 2.2.8.1 All new construction and installations are 100% complete and operational.
 - 2.2.8.2 A test and balance report have been completed and delivered to the Agency for review.
 - 2.2.8.3 All final inspections and permits have been closed and delivered to the Agency and Agency.
 - 2.2.8.4 When the Contractor has completed all work, and feels substantial completion has been achieved, the Contractor must document and request a final inspection and punch list be performed by the Agency. This will document the one (1) final inspection and punch list by the Agency.
 - 2.2.8.5 When the Contractor has completed all the punch list items, the Contractor shall document and request a final re-inspection by the Agency.
 - 2.2.8.6 The Agency will provide a one (1) final site visit for re-inspection of the punch list items.
 - 2.2.8.7 If the Agency feels the punch list items have not been completed satisfactorily, notice will be given to the Contractor.

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- 2.2.11.7 Warranties and bonds;
 - 2.2.11.8 Maintenance agreements and similar continuing commitments;
 - 2.2.11.9 Start up and shutdown;
 - 2.2.11.10 Emergency operations;
 - 2.2.11.11 Noise and vibration adjustments; and
 - 2.2.11.12 Safety procedures.
- 2.2.12 **“Or Equal” Specifications.** Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words “or equal” shall automatically apply thereto. This term “or equal” means that the apparent successful bidder may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for “establishing design and quality standards” for the product identified. If a bidder wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a bidder with a listing of the “essential characteristics” for any such product (the bidder may also, if he/she wishes, wait to see if the firm is the apparent successful bidder then submit such written request after the bid submittal deadline when the Agency will evaluate such alternate products, if submitted).
- 2.2.13 **Payroll Reports.** The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the Agency a copy of the weekly payroll.
- 2.2.13.1 The Contractor is hereby made aware that the Agency will conduct periodic on-site wage surveys of the Contractor’s staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please also see form HUD-11 (08/2004), Attachment G-13, attached hereto.
- 2.2.14 **Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.
- 2.2.15 **Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Onondaga (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of New York.

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- 2.2.16 Retainage.** Retainage for this work shall be in the amount of 5 percent, which shall be applied to each payment until final payment, at which time all retainage held will be paid by the Agency to the Contractor.
- 2.2.17 Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.
- 2.2.18 Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 2.2.19 Site Assessment.** The Contractor and contracted subcontractors are strongly encouraged to examine the project site before submitting a bid.
- 2.2.19.1** A Pre-bid Conference and walk-through is scheduled as noted within the preceding Table No. 2 herein. Due to the complexity of the project attendance is strongly encouraged, although not mandatory.
- 2.2.19.2** Additional site visits after the Pre-bid Conference may be scheduled. The Contractor must contact the Agency Contact Person listed within the preceding Table No. 2 herein to schedule a site visit. Allow a minimum three (3) business days to schedule an appointment. Unscheduled visits are prohibited.
- 2.2.20 Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.2.21 Time of Completion.** The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed (NTP) form issued by the Agency and shall fully complete all work thereunder within 180 calendar days of execution of the NTP. NOTE: Any bidder that may have any concerns pertaining to the noted time of completion may bring this up at the Pre-bid Conference. Normal working hours shall be Monday through Friday, 8:00 AM to 4:30 PM EST. All other working hours require pre-approval. Provide a minimum five (5) working days for approval and planning.
- 2.2.22 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but

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not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that traffic areas are clear for access and egress.

- 2.2.23 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).
- 2.2.24 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the County of Onondaga (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of New York, or any applicable Federal Agency. Smoking is prohibited within the building and on the within the building property boundaries.

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3.0 BID FORMAT.

3.1 Two-step Bidding Process. All bidders will initially submit the documentation/information detailed within the following listed Step #1 of Table No. 3. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

3.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the bid and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 4]

(1) IFB Section	(2) Tab No.	(3) Description
3.1.1.1	Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.	
3.1.1.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.2	2	form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs. This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.1.1.3	3	Bid Bond. If required, the Bid Bond as detailed within the following Section 3.4.1 herein.
3.1.1.1.4	4	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses). <u>Appendix No. 17 (Section 3), Attachment L - (MWBE Utilization)</u>

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3.1.1.2		Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency.
3.1.1.2.1	1	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.
3.1.1.2.2	2	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Bid/Technical Specifications</i> , of this document, and the <i>Specifications and Drawings</i> , Attachment H, and the <i>Additional Drawings and Specifications</i> , Attachments H, H-1, and H-2, each attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.1.2.2.1		A brief description of the proposed safety and quality assurance program.
3.1.1.2.2.2		Fully completed form HUD-2530 (02/2013), Previous Participation Certification, Attachment I, attached hereto.
3.1.1.2.2.3		Fully completed form HUD-51000 (/2014), <i>Schedule of Amounts for Contract Payments</i> , Attachment G-6 attached hereto, one completed for each site (i.e., each Pricing Item as detailed within the following Table No. 4 herein).
3.1.1.2.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3.1.1.2.4	4	Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm.
3.1.1.2.5	5	Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (i.e., apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.1.2.5.1		The client's name;
3.1.1.2.5.2		The client's contact name;
3.1.1.2.5.3		The client's telephone number and e-mail address;

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3.1.1.2.5.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.
3.1.1.2.6	6	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of New York contractor license number.
3.1.1.2.7	7	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
3.1.1.2.8		Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
3.1.1.2.9		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” DO NOT eliminate any of the tabs.

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3.2 Entry of Proposed Fees.

3.2.1 *The proposed fees shall be submitted by the bidder and received by the Agency, enter or refer to any fees or costs within the 3-tab “hard copy” bid submittal detailed within Section 3.0–*

3.2.2 Pricing Item(s). The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency where provided. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

[Table No. 5]

(1) IFB Section	(2) Pricing Item No.*	(3) Qty	(4) U/M	(5) Description*
3.2.2.1	1	1	Each	Firm-Fixed Fee to complete the AMP 72 Toomey Abbott Tower Lobby Renovation, as detailed herein and especially within Attachments H and H-1, each attached hereto.
3.3.2	2	1	Each	DOOR, DOOR FRAME, HARDWARE AND ASSOCIATED WORK FOR DOORS 129, 212 & 312. HARDWARE AND ASSOCIATED WORK FOR DOORS 230, 245 & 246.
3.3.2	3	1	Each	WAITING 100A BENCHES
3.3.2	4	1	Each	WALL GUARD (WG1), REPLACE WITH WALL GUARD (WG2)
3.3.2	5	1	Each	BASE CABINETS (QUANTITY - 5) IN SECURITY 101, REPLACE WITH RAKKS BRACKET EH1824 FOR SUPPORT AS REQUIRED
3.3.2	6	1	Each	PRESERVED GREEN WALL AND WHITE OAK WOOD, REPLACE WITH PAINT (PT1)
3.3.2	7	1	Each	STAINLESS STEEL BASE (SSB1), REPLACE WITH RUBBER BASE (RB1)
3.3.2	8	1	Each	WAITING AREA 100A CONCRETE SLAB REPLACEMENT AND SEALER
3.3.2	9	1	Each	ENTRANCE MAT IN LOBBY 105, REPLACE WITH CERAMIC TILE (CT1)

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3.3 Additional Information Pertaining to the preceding noted Pricing Items.

3.3.1 Entry of the Fees. Bidders are required to enter where provided a reasonable and realistic cost for the required work listed within the Pricing Items Description with the immediate-preceding Table No. 5.

3.3.2 Description of the Deductive Alternates (Pricing Items No. 2, No. 3, No. 4, No. 5, No. 6, No. 7., No. 8, and No. 9). These Pricing Items are Deductive Alternates, meaning the cost entered for each is the total amount the bidder will deduct from the Base Bid (Pricing Item No. 1) if the Agency chooses to exercise its right to not have the Contractor provide the construction work at the buildings listed.

3.2.2.1 Accordingly, each bidder shall place a minus sign ("-") immediately in front of the amount entered, where provided for the proposed amount of each Deductive Alternate. If a bidder does not enter the minus sign as instructed, such shall mean that the bidder wishes to receive additional monies to perform the work as listed within the Deductive Alternate Description for the Pricing Item No. 1; therefore, will add the total to the total bid and it will become an additive alternate, which will negatively affect the bidder's bid.

3.2.2.2 If the Agency decides to invoke or apply a Deductive Alternate, the Agency typically chooses to do so when the Agency needs to or chooses to decrease the total cost of the project (i.e., typically for budgetary reasons). If a Deductive Alternate is applied, the Agency will do so in the order listed (1st, Deductive Alternate #1, then 2nd, Deductive Alternate #2).

3.3.3 Description of the Unit Pricing Item (Pricing Item No. 5): As this Pricing Item is a Unit Price Item, meaning the Agency may or may not choose to award services pertaining to this Pricing Item during the ensuing contract period (however, working in conjunction with the awarded contractor, on-site conditions may eventually dictate that this Pricing Item is awarded on an as-needed basis). The listed quantity is for calculating purposes only. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work for this Pricing Item but shall retain the right to order from the Contractor, on a change order basis, any quantity of services for this Pricing Item that the Agency may eventually deem it requires.

3.3.4 Price Escalation. Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by the Agency.

3.3.6 Prior Agency Approval Required. Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the

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Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

3.3.7 No Deposit/No Retainer. The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization).

3.3.8 Davis Bacon Federal Wage Rates. As detailed within pertinent HUD and Federal regulation, the Contractor is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work detailed herein is attached hereto and detailed within Attachment G-16. This work will be subject to all the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (i.e., on-site interviews; certified payrolls; etc.).

3.4 Bonds. As this solicitation pertains to public works or construction, the bonds that are required include (each required for construction bids and/or contracts in excess of \$50,000):

3.4.1 Bid Bond. The bid bond or guarantee shall be included in the bid package submitted by each bidder for any proposed fee that is greater than \$50,000 (please see the preceding Section 3.1.1.1.3 herein). This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited, and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

3.4.2 Performance Bond. The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.

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- 3.4.3 Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment G-1 attached hereto) clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.
- 3.4.4 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of New York and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.
- 3.4.5 Bonding Requirements.** In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$50,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder, one of the following:
- 3.4.5.1** A performance and payment bond for 100% of the contract price; or
 - 3.4.5.2** Separate payment and performance bonds each for 50% or more of the contract price; or,
 - 3.4.5.3** A 20% cash escrow; or,
 - 3.4.5.4** A 25% irrevocable letter of credit.
- 3.4.6 Inadequate Surety.** If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract,

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the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

- 3.5 Bid Submission.** All pricing must be entered where provided, “hard-copy” bids must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 2 exact copies (each of the 3 separate bid submittals shall have a cover and extending tabs) of the “hard copy” bid submittal, shall be placed unfolded in a sealed package and addressed to:

**Syracuse Housing Authority
Attention: Melissa Liquori, Director of Asset Management and Modernization
516 Burt Street, Syracuse, NY 13202**

- 3.5.1 Labeling of the Sealed Bid Submission Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder’s name and return address.
- 3.5.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.5.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements

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contained within the documents may cause that bidder to not be considered for award.

3.6 Bidder’s Responsibilities – Contact with the Agency. It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.

3.6.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (i.e., a substantive conversation—“substantive” meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.7 Bidder’s Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the successful bidder and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.7.1 Within 2 CFR §200.321 it states:

3.7.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.7.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.7.1.3 (2) Affirmative steps must include:

3.7.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.7.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.7.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit

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maximum participation by small and minority business, and women's business enterprises;

3.7.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.7.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.7.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.7.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.7.2.1 Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

3.6.2.2 Section 15.5.B, Goals. [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.7.3 Within our Agency Procurement Policy it states that our Agency will:

3.7.3.1 Assistance to Small and Other Business, Required Efforts:

3.7.3.1.1 Including such firms, when qualified, on solicitation mailing lists;

3.7.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

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- 3.7.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.7.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.7.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.7.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and,
- 3.7.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.7.4 Requirements. Accordingly, please see Section 3.1.7 within Table No. 4 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

3.8 Pre-bid Conference. The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the quoter chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency *will not* distribute at this conference any copies of the IFB documents.

3.9 Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

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[Table No. 6]

	(2) Document No.	(3) Attachment	(4) Attachment Description
3.9.1	1.0		This IFB Document
3.9.2	2.0	A	Form of Bid
3.9.3	3.0	B	form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.9.4	4.0	C	Profile of Firm Form
3.9.5	5.0	D	Section 3 Explanation
3.9.6	6.0	E	form HUD-5369 (11/92), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.9.7	7.0	F	<i>Supplemental Instructions to Bidders & Contractors (SIBC)</i>
3.9.8	8.0	G	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.)
3.9.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.9.8.1.1	8.1.1	G-1.1	Sample Contract Appendix No. 1.1: Supplemental conditions pertaining to form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.9.8.2	8.2	G-2	Sample Contract Appendix No. 2: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.9.8.3	8.3	G-3	Sample Contract Appendix No. 3: form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
3.9.8.4	8.4	G-4	Sample Contract Appendix No. 4: Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>

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3.9.8.5	8.5	G-5	Sample Contract Appendix No. 5: <i>form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i>
3.9.8.6	8.6	G-6	Sample Contract Appendix No. 6: <i>form HUD-51000 (1/2014), Schedule of Amounts for Contract Payments</i>
3.9.8.7	8.7	G-7	Sample Contract Appendix No. 7: <i>form HUD-51001 (1/2014), Periodic Estimate for Partial Payment</i>
3.9.8.8	8.8	G-8	<i>Appendix No. 17 - Section 3 Utilization</i>
3.9.8.8	8.8	G-8.1	Sample Contract Appendix No. 8: <i>form HUD-51002 (1/2014), Schedule of Change Orders</i>
3.9.8.9	8.9	G-9	Sample Contract Appendix No. 9: <i>form HUD 51003 (1/2014), Schedule of Materials Stored</i>
3.9.8.10	8.10	G-10	Sample Contract Appendix No. 10: <i>form HUD-51004 (1/2014), Summary of Materials Stored</i>
3.9.8.11	8.11	G-11	Sample Contract Appendix No. 11: <i>form HUD-5372 (1/2014), Construction Progress Schedule</i>
3.9.8.12	8.12	G-12	Sample Contract Appendix No. 12: <i>form HUD-WH-347 (Dec./2008), Payroll</i>
3.9.8.13	8.13	G-13	Sample Contract Appendix No. 13: <i>Form HUD-11 (8/2004), Record of Employee Interview</i>
3.9.8.14	8.14	G-14	Sample Contract Appendix No. 14: <i>form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)</i>
3.9.8.15	8.15	G-15	Sample Contract Appendix No. 15: <i>Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)</i>
3.9.8.16	8.16	G-16	Sample Contract Appendix No. 16: <i>Davis-Bacon General Wage Decision</i>
3.9.8.17	8.17	G-17	Sample Contract Appendix No. 17: <i>Low-income Resident Hiring Plan</i>
3.9.8.18	8.18	G-18	Sample Contract Appendix No. 18: <i>New York E-Verify Affidavit</i>
3.9.8.19	8.19	G-19	Sample Contract Appendix No. 19: <i>Sample Notice to Proceed form.</i>
3.9.9	9.0	H	Project Manual
3.9.9.1	9.1	H-1	Drawings

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3.9.10	10.0	I	form HUD-2530 (2/2013), <i>Previous Participation Certification</i>
3.9.11	11.0	J	NOTE: Pertaining to the following listed bond forms, please see the information detailed within the following Section 3.9.13 herein.
3.9.11.1	11.1	J-1	<i>Standard Form 24 (10/98), Bid Bond</i>
3.9.11.2	11.2	J-2	<i>Standard Form 25A (8/2016), Payment Bond</i>
3.9.11.3	11.3	J-3	<i>Standard Form 25 (8/2016), Performance Bond</i>
3.9.12	12.0	K	<i>Agency Profile of Properties</i>
3.9.12.1	13.0	L	<i>MWBE Utilization</i>
3.9.13	Sample Bond Forms. Pertaining to the Bond forms identified within this Table No. 5 (Attachments J-1, J-2, and J-3), use of these specific forms is not required; these forms are given as a sample only. A bond form from a Circular 570-compliant surety will NOT be accompanied with these forms but will be submitted on the Surety's form; accordingly, these forms will most typically be utilized in the case of the Contractor submitting a cash bond or an irrevocable letter of credit.		

4.0 BID EVALUATION.

4.1 Public Bid Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.

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4.1.1 **Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

4.2 **Responsive Evaluation.** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 **Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 **Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

5.1 **Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, including the contract clauses already attached as Attachments G and G-1 through G-19, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

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- 5.2.1 Contract Form.** The Agency will not execute a contract on the successful bidder's form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-19 each attached hereto), and by submitting a bid the successful bidder agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful bidder the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.
- 5.2.1.1 Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.
- 5.2.2 Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 5.2.3 Unauthorized Sub-contracting Prohibited.** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- 5.3 Contract Period.** The Agency anticipates that it will initially award a contract for the agreed upon period of time to complete the work as listed on the Notice to Proceed.
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

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- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$2,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
- 5.4.3 Automobile Insurance.** An original certificate showing the bidder’s automobile insurance coverage in a combined single limit of \$2,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 City/County/State Business License.** If applicable, a copy of the bidder’s business license allowing that entity to provide such services within the City of Syracuse, Onondaga County, and/or the State of New York.
- 5.4.5 Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.6 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.

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**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby Renovation
(2024)**

FORM OF BID (IFB Attachment A)

(This Form must be fully completed and placed under Tab No. 1 of the initial Step #1 "hard copy" tabbed bid submittal.)

Company: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

BID

Enter bid for products/services as outlined in section 2.0 of this IFB.

Item Number	Item Description	Quantity	Unit Price	Extended Price

Signature **Date** **Printed Name** **Company**

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby Renovation
(2024)**

PROFILE OF FIRM FORM (IFB Attachment C)
--

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

(1) Prime Sub-contractor (This form must be completed by and for each).

(2) Name of Firm:

Telephone:
Fax:
Email:

(3) Street Address, City, State, Zip:

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in New York; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

[Table No. 1]

(1) Name	(2) Title	(3) % of Ownership

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

[Table No. 2]

(1) Name	(2) Title

(7) Bidder Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

Signature Date Printed Name Company

INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby Renovation (2024)

PROFILE OF FIRM FORM (IFB Attachment C)

(This Form must be fully completed and submitted to the Agency when notified to do so by the Agency after the submittal deadline.)

- Caucasian American (Male) %, Public-Held Corporation %, Government Agency %, Non-Profit Organization %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

- Resident-Owned* %, African American %, Native American %, Hispanic American %, Asian/Pacific American %, Hasidic Jew %, Asian/Indian American %, Woman-Owned (MBE) %, Woman-Owned (Caucasian) %, Disabled Veteran %, Other (Specify) %

WMBE Certification Number: Certified by (What Agency): (NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED TO BID - ENTER IF AVAILABLE)

- (8) Federal Tax ID No.: (9) Local Business License No. (if applicable): (10) State of New York License Type and No. (if applicable): (11) Federal License Type and No. (if applicable): (12) Worker's Compensation Insurance Carrier: Policy No.: Expiration Date: (13) General Liability Insurance Carrier: Policy No.: Expiration Date: (14) Automobile Liability Insurance Carrier: Policy No.: Expiration Date:

Signature Date Printed Name Company

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) The IHA [] does [] 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.

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(2024)**

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1.0 GENERAL CONDITIONS.

1.1 **Applicability.** If referred to within the text of such, this SIBC shall be applicable to all construction-related Invitation for Bids (IFB) solicitations that the Syracuse Housing Authority (hereinafter, "the Agency") conducts and shall be applicable to any contract that the Agency awards to or signs with any firm, agency or individual pursuant to that IFB. A copy of this SIBC shall be made available to any actual or prospective bidder, or Contractor who does business with or intends to do business with the Agency.

1.1.1 **HUD Forms.** Unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern. Further, in the case of any attached HUD forms, the information within such HUD form(s) shall govern over any other information issued, especially any information issued within any Agency-created forms that are issued as a part of this solicitation.

1.2 **Definitions** (pertaining to all IFB documents issued by the Agency pertaining to this IFB, including the attachments and the ensuing contract):

1.2.1 **"Agency"** is the Syracuse Housing Authority. Unless otherwise defined herein or within the ensuing contract, whenever the term "the Agency" is used without clearly designating a responsible Agency staff person, the bidder(s) shall assume that responsibility for that item rests with the CO.

1.2.2 **"Bid"** and/or **"Bid Submittal"** is the "hard copy" document that the bidder is required to, as detailed within the IFB document, deliver to the Agency.

1.2.2 **"Contract"** refers to the fully executed written agreement that ensues from the IFB. Whereas all IFB documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the IFB documents such is referring to both the IFB documents and the ensuing contract document.

1.2.3 **"Contracting Officer (CO)"** - When named within an IFB document shall refer to either the ED or the person he/she has delegated such responsibilities to.

1.2.4 **"Contractor"** and the term "successful bidder" may be used interchangeably.

1.2.5 **"Days"** unless otherwise directed, shall refer to calendar days.

1.2.6 **"ED"** is the Agency Executive Director.

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- 1.2.7 "Herein" shall refer to all documents issued pursuant to the noted IFB, including the IFB documents and the attachments.
- 1.2.8 "HUD" is the United States Department of Housing and Urban Development. HUD is the Federal agency that the Agency receives some funding from; however, pertaining to this IFB, correspondences, including bid submittals, received from each bidder must exhaust all provisions contained herein prior to contacting HUD (i.e., in the case of a protest).
- 1.2.9 "IFB Document(s)" - Whether stated in the singular or the plural, such refers to the body of documents, including attachments, that the Agency makes available to all prospective bidders wherein is detailed the Agency's requirements.
- 1.2.10 "Invitation for Bids" (IFB) is the competitive bid process allowed by HUD, especially as defined within Chapter 6 of HUD Procurement Handbook 7460.8 REV 2.
- 1.2.11 "Offer" is the bid submittal referred to within the following Section 1.2.14 that the bidder delivers to the Agency in response to the IFB.
- 1.2.12 "Offeror" or "Offerors" are the bidders.
- 1.2.13 "Parties" - When "the parties," "both parties" and/or "either party" is stated within the IFB documents or the contract, such refers to the Agency and the successful bidder(s).
- 1.2.14 "Protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e., registered and received the IFB documents).
- 1.2.15 "Prospective Bidder" or "Bidder" - A prospective bidder is a firm or individual who has been notified of the IFB solicitation and/or who has requested and/or received the IFB documents and is considering responding with a bid; a bidder is a firm or individual who has submitted a bid in response to the IFB. All terms and conditions shall apply equally to all prospective and/or actual bidders, though prospective bidders may not, after the deadline set for receiving bids, receive further notices pertaining to that IFB—meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to actual bidders and not to all prospective bidders.

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1.2.16 “Solicitation” or “Competitive Solicitation” is the IFB process detailed herein.

2.0 CONDITIONS TO BID.

2.1 Pre-Qualification of Bidders. Prospective bidders will not be required to pre-qualify in order to submit a bid. However, all bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e., Profile of Firm Form and required resumes). Failure by the prospective bidder to provide the requested information may, at the Agency’s discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information as a part of the IFB process (in the case of a successful bidder(s), these requirements shall also apply in the context of the successful bidder or bidders).

2.2 IFB Forms, Documents, Specifications, and Drawings.

2.2.1 It shall be each prospective bidder’s responsibility to, prior to submitting a bid in response to the IFB, examine carefully, and as may be required, properly complete and submit all documents issued pursuant to this IFB.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 The Agency shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual bidder. Such changes that are issued before the deadline for receipt of bids shall be binding upon all prospective bidders. Such changes that are issued after the receipt of bids, but prior to award shall be binding upon all parties that have submitted bids; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her bid. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Bid Preparation, Submission, and Receipt by the Agency.

2.3.1 Required Forms. All required forms furnished by the Agency as a part of the IFB document issued shall, as instructed, be fully completed, and

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submitted, by the bidder. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the bidder must “edit” the form back to its original form (for example, signature lines must appear on the page the line was originally intended to be on).

- 2.3.1 Manner of Submission.** The bid submittal shall be submitted in the manner detailed within the IFB document. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid, and may, at the discretion of the CO, eliminate that bidder from consideration for award.
- 2.3.2 Time for Receiving Bids.** Bids received prior to the time set as the deadline for the receipt by the Agency of the bid submittal shall be securely kept, unopened, by the Agency. The CO, whose duty it is to open such bids, will decide when the specified time has arrived. No bid received after the designated deadline shall be considered, except as detailed Section 5 of form HUD-5369 (10/2002), *Late Submissions, Modifications and Withdrawal of Bids*, each form attached hereto.
- 2.3.3.1** Bidders are cautioned that any bid submittal that may be time-stamped as being received by the Agency after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered but shall be ruled to be invalid. No responsibility will attach to the Agency or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.
- 2.3.4 Public Opening of Bids.** Pursuant to the IFB process, bids shall be publicly opened at the day and time published in the IFB documents. At the bid opening, only the name of the company and the pertinent cost information will be read aloud (for instance, in the case of bids with multiple line items in a number that it is not realistic to read all item, only the actual or calculated total may be read. The full determination of responsiveness (i.e., minimum compliance with the requirements of the IFB) and responsibility will be conducted by an Agency official in private after the public bid opening. Persons other than Agency staff involved in this process are not allowed to be present during the responsive and responsibility evaluations, nor may they at inspect the bids until after award has been completed.
- 2.3.5 Withdrawal of Bids.** Bids may be withdrawn as detailed within Section 5 of form HUD-5369 (11/2002), *Late Submissions, Modifications and Withdrawal of Bids*, each form attached hereto. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.

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2.3.6 **Conflicting Conditions.** Any provisions detailed within any of the IFB documents which may be in conflict or inconsistent with any of the paragraphs in any of the other IFB documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this SIBC, unless otherwise specified within the IFB or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this SIBC, the provision in the IFB or contract document shall govern.

2.3.7 **Interpretations.** No official oral interpretation can be made to any bidder as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this IFB. Every request for an official interpretation shall be made by the prospective bidder, in writing, pursuant to the schedule set within the IFB document issued and as directed by the Agency. Official interpretations will be issued in the form of addenda, which will be delivered to each bidder; but it shall be the prospective bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the IFB documents and the proposed contract with the successful bidder and all bidders shall be bound by such addenda, whether or not received by the prospective or successful bidder(s).

2.4 **Exceptions to Specifications.**

2.4.1 A bidder may take exception to any of the bid documents, or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the bid deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the Agency will be issued in writing within 5 days of receipt of such exception request. The Agency reserves the right to agree with the prospective bidder and issue a revision to the applicable IFB requirements or may reject the prospective bidder's request.

2.4.2 When taking exception, prospective bidders must bid services that meet the requirements of the IFB documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the Agency officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 **Lump Sum Cost Breakdown (LSCB).**

2.5.1 The Agency reserves the right to, at any time, request and receive from any or all bidders a LSCB of any or all the costs bid. The bid documents constitute an outline of the work to be completed by the bidder. These

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documents are intended to include all major items, and the lump sum cost breakdown computed therefrom will be the maximum compensation for all work and materials whatsoever furnished by the bidder in order to comply with the bid documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

2.5.1.1 The purpose of this LSCB will serve the Agency in two distinct areas:

2.5.1.1.1 **Prior to award of Bids.** The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of determining an unbalanced cost bid. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 **After Award.** The Agency may request a LSCB for any or all items reflected within the IFB document as “lump sum” for the purpose of making partial payments to the successful bidder.

2.5.1.1.3 **Increase/Decrease.** Under no circumstances, may any cost item reflected as “lump sum” be increased and/or decreased as a result of the LSCB analysis.

3.0 BID EVALUATION.

3.1 **Bid Opening Results.** It is understood by all bidders/prospective bidders that the bids received will be publicly opened and read aloud and the results will immediately be a matter of public record; meaning, the Agency will record all bids on a bid tabulation form and make such tabulation available to any person upon request.

3.1.1 **Bid documents** submitted by the bidders shall not be a matter of public record until after award has been completed. The Agency shall, however, upon request, verify that the bid documents submitted are/were acceptable.

3.2 **Award of Bid(s).** The successful bidder shall be determined as the responsive and responsible bidder who submits the lowest actual or calculated cost as detailed with the IFB, as long as he/she is able to deliver the specified items in a timely manner

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and it is, in the opinion of the Agency, to the best interests of the Agency to accept the bid. All bidders will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 Rejection of Bids.

3.3.1 The Agency reserves the right to, at any time during the bid process, reject any or all bids received. In the case of rejection of all bids, the Agency reserves the right to advertise for new bids or to proceed to do the work otherwise, if in the judgment of the Agency, the best interest of the Agency will be promoted.

3.3.2 Prospective bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid that the submission of a bid to the Agency is not a right by which to be awarded that bid, but merely an offer by the prospective bidder to perform the requirements of the IFB documents in the event the Agency decides to consider an award to that bidder.

3.4 Cancellation of Award. The Agency reserves the right to, without any liability, cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.

3.5 Mistake in Bid Submitted.

3.5.1 A request for withdrawal of a bid due to a purported error need not be considered by the Agency unless the same is filed in writing by the bidder within 48 hours after the bid deadline (bidders may of their own volition withdraw a bid prior to the bid deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the Agency, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the Agency retains the right to accept or reject any bid withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the IFB documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the Agency's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

3.6 Irregular Bid Submittal. A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at the Agency's discretion, be cause for rejection:

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- 3.6.1 If the forms furnished by the Agency are not used or are altered or if the bid costs are not submitted as required and where provided.
 - 3.6.2 If all requested completed attachments do not accompany the bid submitted.
 - 3.6.3 If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.
 - 3.6.4 If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.
 - 3.6.5 If the individual Pricing Items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the Agency's cost estimate for that item.
- 3.7 **Disqualification of Bidders.** Any one or more of the following shall be considered as sufficient for the disqualification of a bidder and the rejection of his/her bid:
- 3.7.1 Evidence of collusion among prospective or actual bidders. Participants in such collusion will receive no recognition as bidders or bidders for any future work of the Agency until such participant shall have been reinstated as a qualified bidder or bidder. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
 - 3.7.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the Agency within the bid documents issued, including by addendum.
 - 3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant, and/or other resources.
 - 3.7.4 Documented unsatisfactory performance record as shown by past work for the Agency or with any other local, State, or Federal agency, judged from the standpoint of workmanship and progress.
 - 3.7.5 Incomplete work, which in the judgment of the Agency, might hinder or prevent prompt completion of additional work, if awarded.
 - 3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

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- 3.7.7 Failure to comply with any qualification requirement of the Agency.
- 3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the Agency) who will be employed by the successful bidder(s) to complete the work of the bid contract.
- 3.7.9 As required by the IFB documents, failure of the successful bidder to be properly licensed by the State of New York and/or to be insured by a general liability and/or worker's compensation policy.
- 3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the Agency.

3.8 **Burden of Proof.** If requested by the Agency, it shall be the responsibility of the bidder(s) to furnish the Agency with sufficient data or physical samples, within a specified time, so that the Agency may determine if the goods or services offered conform to the Specifications.

4.0 **Right to Protest.**

4.1 **Rights.** Any prospective or actual bidder, offeror, or Contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual bidder who feels that he/she has been treated inequitably by the Agency and wishes the Agency to correct the alleged inequitable condition or situation. To be eligible to file a protest with the Agency pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective bidder (i.e., registered and received the IFB documents) when the alleged situation occurred. The Agency has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 **Administrative Powers.** It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 **Procedure to Protest.** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the Agency from accepting or considering that protest:

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- 4.3.1 The alleged aggrieved protestant must file, in writing, to the CO the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the Agency or condition is being protested as inequitable, making, where appropriate specific reference to the IFB documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the Agency from any responsibility to consider the protest and take any corrective action.
- 4.3.2 The written instrument containing the reason for the protest must be received by the CO within 10 days after the occurrence of any of the following:
- 4.3.2.1 The deadline for receiving bids; or,
- 4.3.2.2 Receipt of notification of the results of the evaluation or the award; or,
- 4.3.2.3 The alleged aggrieved protestant knows or should have known the facts.
- 4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the bid deadline). Protests received after these dates shall not be considered.
- 4.3.4 The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.
- 4.3.5 **Administrative Appeal.** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted. The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the Agency from accepting or acting on that request for administrative hearing:
- 4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision

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and failure to do so within such 5 days shall relive the Agency of any responsibility to consider such request.

4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant, or deny any request for administrative appeal.

4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all bids submitted and a copy of the original written protest, to the Agency Legal Counsel for consideration. The Agency Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the Agency internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 Disputed Billings (Charges).

5.1 **Procedures.** In addition to the procedures detailed within Clause No. 7 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts - Public Housing Programs*, each form attached hereto, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

5.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of

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all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

5.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

5.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (herein, "appropriate" at the sole decision and discretion of the Agency):

5.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of New York; or,

5.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of New York; or,

5.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of New York.

6.0 Additional Considerations.

6.1 Right of Joinder.

6.1.1 Any political subdivision within the State of New York may be granted the privilege of joining the awarded contract, only at the option of the successful bidder. If the successful bidder so grants such a privilege, the terms and conditions of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful bidder.

6.1.2 The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.

6.2 Non-Escalation. Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

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- 6.3 Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 6.3.1** Funding is not available;
 - 6.3.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 6.3.3** The Agency's requirements in good faith change after award of the contract.
- 6.4 Required Permits.** Unless otherwise stated in the IFB documents, all local, State, or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful bidder and any costs submitted by the bidder shall reflect all costs required by the successful bidder to procure and provide such necessary permits.
- 6.5 Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying New York State Sales and Use Taxes and Federal Excise Taxes. A Letter of Tax Exemption will be provided upon request to each contractor after award.
- 6.6 Government Standards.** It is the responsibility of the prospective bidder to ensure that all items and services bid conform to all local, State, and Federal laws concerning safety (OSHA) and environmental control and any other enacted ordinance, code, law, or regulation. The successful bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the successful bidder for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.
- 6.7 Freight on Bill and Delivery.** All costs submitted by the successful bidder shall reflect the cost of delivering the bidded items and/or services to the location(s) specified within the IFB documents or within the contract.
- 6.7.1** The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 6.8 Communication.** If during the period of the contract, it is necessary that the Agency place toll or long-distance telephone calls or telegrams in connection therewith (for

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complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls and/or telegrams.

- 6.9 Work on Agency Property.** If the successful bidder's work under the contract involves operations by the successful bidder on Agency premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors.
- 6.10 Estimated Quantities.** Unless otherwise indicated within the IFB documents, the quantities reflected within the IFB documents, to the best of the Agency's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the Agency under the finalized contract; but, pursuant to all IFB documents, these quantities will be used as calculation figures to determine the successful bidder.
- 6.11 Warranty.**
- 6.11.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 6.11.1** The liability of the successful bidder to the Agency (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.
- 6.12 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 6.13 Subcontractors.** Unless otherwise stated within the IFB documents, the successful bidder may not use any subcontractors to accomplish any portion of the services

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described within the IFB documents or the contract without the prior written permission of the CO.

- 6.14 Salaries and Expenses Relating to the Successful Bidders Employees.** Unless otherwise stated within the IFB documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful bidder further agrees to comply with all Federal, State, and local, wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 6.15 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 6.16 Independent Contractor.** Unless otherwise stated within the IFB documents or the contract, the successful bidder is an independent Contractor. Nothing herein shall create any association, agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 6.17 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 6.18 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 6.19 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 6.20 Limitation of Liability.** In no event shall the Agency be liable to the successful bidder for any indirect, incidental, consequential, or exemplary damages.
- 6.21 Indemnity.**
- 6.21.1** The successful bidder shall protect, indemnify and hold the Agency, its officers, employees, agents, consulting engineers and other retained

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consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the Agency, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the Agency, its officers, employees, agents, consulting engineers or other retained consultants such as:

- 6.21.1.1 as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or
 - 6.21.1.2 as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or
 - 6.21.1.3 through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed, or installed so as to give rise to a claim; or
 - 6.21.1.4 because of any claim or amount recovered under the New York "Industrial Insurance Act", or any other similar law, ordinance, or decree, which claim, or recovery, arose out of or is attributable to any act or failure to act on the part of the successful bidder in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful bidder under and by virtue of this contract which is considered necessary by the Agency for such purpose, may be retained by the Agency for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the Agency provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.
- 6.21.2 In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the Agency, its officers, employees, agents,

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consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the successful bidder has indemnified the Agency, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful bidder shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the Agency shall reimburse the successful bidder for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.21.2 Reimbursement to the successful bidder by the Agency, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the IFB documents.

6.21.3 The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 **Lobbying Certification.** By proposing to do business with the Agency or by doing business with the Agency, each bidder certifies the following:

6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

6.22.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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- 6.22.3 The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 6.22.4 This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.
- 6.23 **2 CFR §200.326, Appendix II, Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.** Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether actually inserted or by reference:
- 6.23.1 **Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:
- 6.23.1.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 32 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts - Public Housing Programs*, attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

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- 6.23.1.2 Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 6.23.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 6.23.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.
- 6.23.2 **Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 34 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts - Public Housing Programs*, attached hereto. In addition to the immediate-foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a "reasonable allowance for profit" for the remainder of the contracted period.
- 6.23.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

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Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- 6.23.4 Davis-Bacon Act, as amended (40 U.S.C.3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 6.23.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily

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available on the open market, or *contracts for transportation or transmission of intelligence*.

- 6.23.7 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 6.23.8 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 6.23.9** Mandatory standards and policies relating to **energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 6.23.10 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.23.11 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

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employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6.23.12 §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6.24 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives that the Agency has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this IFB:

6.24.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective actions are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin.

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Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

- 6.24.4 **The Age Discrimination Act of 1975**, which prohibits discrimination on the basis of age.
- 6.24.5 **Anti-Drug Abuse Act of 1988** (42 U.S.C. 11901 et. seq.).
- 6.24.6 **HUD Information Bulletin 909-23** which is the following:
 - 6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement; and,
 - 6.24.6.2 Clean Air and Water Certification; and,
 - 6.24.6.3 Energy Policy and Conversation Act.
- 6.24.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

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INTRODUCTION

This contract by and between the **Syracuse Housing Authority** (hereinafter “the Agency”), and _____, (hereinafter “the Contractor”) is hereby entered into this ____ day of _____, 2024.

Services pursuant to this contract shall begin on the ____ day of _____, 2024, and shall end on the ____ day of _____, 2024, unless otherwise extended, modified, terminated, or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday, or legal holiday, then the period of time shall be automatically extended to include the next workday). Also, whenever the term “herein” is referred to, such refers to this contract form, the appendices, and all listed attachments.

1.0 Definitions.

- 1.1 **Contracting Officer (CO).** The Agency Contracting Officer, typically the Agency Executive Director, but may be another person delegated such authority by the ED.
- 1.2 **Executive Director (ED).** The Agency Executive Director.
- 1.3 **Housing Authority.** Any reference herein or within any Appendix to the “Housing Authority” or the “HA” shall be interpreted to mean the same as the Agency.
- 1.4 **Invitation for Bids (IFB).** A competitive solicitation process conducted by the Agency wherein award was completed to the responsive and responsible bidder that submitted the lowest cost.

2.0 Services and Payment.

- 2.1 **Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the Agency at the designated Agency community and facilities. In addition, the Agency shall retain the right to implement and/or enforce any item issued as a part of IFB No. B24002.
- 2.2 **Provisions of any and all Work (Task Orders).** The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order from the authorized Agency representative. This Task Order may take the form of an e-mail.
- 2.3 **Cost/Value of Services.**
 - 2.3.1 **Contract Value.** The current total Not-To-Exceed (NTE) value of this contract is:

\$____,____.____

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2.3.1.1 The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order. Further, the Agency reserves the right to amend this amount (increase/decrease) at any time during the ensuing contract period(s) when the Agency determines doing so is in its best interests.

2.4 **Renewal Options.** This contract is initially executed for the agreed period of time allowed for the contractor to complete the work.

2.5 **Time Performance.** The Contractor will complete each assigned task as assigned by the Agency.

2.6 **Billing Method.**

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Syracuse Housing Authority
Attention: Melissa Liquori, Director of Asset Management and
Modernization
516 Burt Street, Syracuse, NY 13202

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address, and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Contract No.;

2.6.2.5 Applicable Purchase Order No.;

2.6.2.6 Brief description of services rendered, including, as applicable, timeframe, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.6.2.7 Task Order, approved by the Agency Executive Director; and

2.6.2.8 Total dollar amount being billed.

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2.6.3 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 **Agency's Obligations.** Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and shall be responsible for the following:

3.1 The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior approval of the ED.

4.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and shall be responsible for the following:

4.1 **Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all the Contractor's personnel that are assigned to the Agency properties pursuant to this contract.

4.2 **Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested, and trained in the manner described within this contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 **Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

4.4 **Insurance Requirements.**

4.4.1 **Indemnity.** The complete indemnity requirements are detailed within Section 11.18 herein.

4.4.2 **Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.4.2.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$2,000,000 each occurrence, general aggregate minimum limit of \$1,000,000,

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together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000.

4.4.2.2 Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$2,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000, with a deductible not greater than \$5,000.

4.4.2.3 Worker's Compensation Insurance. Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.4 Certificates/Endorsements. The Contractor shall provide to the Agency with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the Agency:

Syracuse Housing Authority
Attention: Melissa Liquori,
Director of Asset Management and Modernization
516 Burt Street, Syracuse, NY 13202

4.5 Licensing. The Contractor shall also provide to the Agency a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 Financial Viability and Regulatory Compliance.

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing

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within 5 days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to Agency within the time periods required herein.

4.7 Confidentiality. The Contractor, in connection with performing his/her services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all its terms and conditions. This Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.8 No Smoking on Agency Property. The Agency has implemented a No Smoking policy on all its properties. Accordingly, the Contractor shall ensure that it's employees or other persons brought or allowed onsite by the Contractor shall not utilize any smoking materials on Agency property at any time.

5.0 Modification. This contract shall not be modified, revised, amended, or extended except by written addendum, preferably executed by both parties, but the Agency shall retain the right to issue a unilateral addendum (pursuant to HUD regulation, the Contractor shall not have

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the same right). The Agency acknowledges that such “unilateral addendum” must not be otherwise in conflict with the current requirements already stated within this contract, or any appendix attached thereto, or in conflict with any relevant regulation or law; in either case, if a unilateral addendum is issued in conflict with the current requirements of the contract, and the amended conditions are deemed necessary by the Agency, and if the amended conditions cause the Contractor to be required to provide additional services, the Agency will negotiate suitable additional compensation to the Contractor to compensate the Contractor for the additional work caused by the unilateral addendum issued.

6.0 Severability. The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws.

7.1 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State, and local laws, regulations, codes, and ordinances.

7.2 Jurisdiction of Law. The laws of the State of New York shall govern the validity, construction, and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Syracuse, New York is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney’s fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 Notices, Invoices, and Reports.

8.1 All notices, reports and/or invoices submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

Syracuse Housing Authority
Attention: Melissa Liquori, Director of Asset Management and Modernization
516 Burt Street, Syracuse, NY 13202

or, if appropriate, e-mailed to: mliquori@syrhousing.org

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

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or, if appropriate, shall be e-mailed to: _____@_____.

9.0 Disputed Billings (Charges).

9.1 Procedures: In addition to the procedures detailed within Clause No. 31 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts - Public Housing Programs*, in the event that the Agency disputes any portion of its billing(s), the Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The Agency's representative shall, within 10 days after the Agency's receipt of such billing, formally notify the Contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the Contractor's response, within 10 days after such notification is given, the CO and the Contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the Contractor's representative are unable to resolve the dispute through such discussion within 10 days, the Agency shall, within 10 days thereafter, either (herein, "appropriate" at the sole decision and discretion of the Agency):

9.1.3.1 Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of New York; or,

9.1.3.2 Not pay the disputed charge and submit the matter to the appropriate district court in the State of New York; or,

9.1.3.3 Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of New York.

10.0 2 CFR §200.326, Appendix II, *Contract Provisions For Non-Federal Entity Contracts Under Federal Awards*. Pursuant to this CFR, as issued by the Office of the U.S. Secretary of HUD, the Agency, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this IFB will include the following clauses, whether actually inserted or by reference:

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10.1 Remedies for Contractor Breach. Pertaining to contract-related issues, it is the responsibility of both the Agency and the Contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the Contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the Contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the Contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the Contractor as to any performance issues:

10.1.1 If the Contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Section No. 32 of Contract Appendix No. 1, form HUD-5370 (01/2014), *General Conditions for Construction Contracts-Public Housing Programs*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

10.1.2 Prior to termination, the Agency may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

10.1.3 After termination, if the Contractor does not agree with the Agency's justification for the termination, the Contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).

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- 10.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Supplemental Instructions to Bidders and Contractors* document.
- 10.2 **Termination for Cause and Convenience.** For all contracts in excess of \$10,000, as detailed within Clause No. 34 of Contract Appendix No. 1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts - Public Housing Programs*, attached hereto. In addition to the immediate-foregoing, if the Agency terminates the Contractor for convenience, the Agency is obligated to, as detailed within Section 11.6.C.2 of HUD Procurement Handbook 7460.8 REV 2, negotiate with and pay to the Contractor a “reasonable allowance for profit” for the remainder of the contracted period.
- 10.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 10.4 **Davis-Bacon Act, as amended (40 U.S.C.3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C.3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors [are] required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors [are] required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or

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subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 10.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or *contracts for transportation or transmission of intelligence*.
- 10.6 Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 10.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 10.8 Mandatory standards and policies relating to energy efficiency** which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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- 10.9 Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 10.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.11 §200.322 Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11.0 Additional Considerations.

11.1 Right of Joinder.

- 11.1.1** Any political subdivision within the State of New York (or any other jurisdiction within the United States) may be granted the privilege of joining the awarded contract, only at the option of the Contractor. If the Contractor so grants such a privilege, the terms, and conditions, of the IFB documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

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- 11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the Agency contract, it is expressly understood that the Agency shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.
- 11.2 **Non-Escalation.** Unless otherwise specified within the IFB documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.
- 11.3 **Funding Restrictions and Order Quantities.** The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:
- 11.3.1 Funding is not available; or,
- 11.3.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 11.3.3 The Agency's requirements in good faith change after award of the contract.
- 11.4 **Local, State, and/or Federal Permits.** Unless otherwise stated in the IFB documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this IFB, whether or not they are known to either the Agency or the bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the IFB shall reflect all costs required by the Contractor to procure and provide such necessary permits.
- 11.5 **Taxes.** All persons doing business with the Agency are hereby made aware that the Agency is exempt from paying New York State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request to any awarded contractor.
- 11.6 **Government Standards.** It is the responsibility of the bidder to ensure that all items and services proposed conform to all local, State, and Federal law concerning safety (OSHA) and environmental control (EPA and County Pollution Regulations) and any other enacted ordinance, code, law, or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted, or financial consideration given, to the Contractor for time or monies lost due to violations of any such ordinance, code, law, or regulations that may occur.

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- 11.7 Freight on Bill and Delivery.** All costs submitted by the bidder shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the IFB documents or within the contract.
- 11.7.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 11.8 Backorders.**
- 11.8.1** The CO must be notified in writing by the Contractor within 10 days of any and all backordered materials and/or any incomplete services and the estimated delivery date.
- 11.8.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.
- 11.9 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.10 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.11 Subcontractors.** Unless otherwise stated within the IFB documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of the CO.

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- 11.12 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the IFB documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State, and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.13 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.14 Independent Contractor.** Unless otherwise stated within the IFB documents or the contract, the Contractor is an independent Contractor. Nothing herein shall create any association, Agency, partnership, or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.15 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.16 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.17 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential, or exemplary damages.
- 11.18 Indemnification.**
- 11.18.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the New York "Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the

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Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.18.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.18.3 Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.

11.18.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

11.19 Lobbying Certification. By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

11.19.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

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- 11.19.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 11.19.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

11.20 Additional Federally Required Orders/Directives. Both parties agree that they will comply with the following laws and directives, where applicable:

- 11.20.1 **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 11.20.2 **Public Law 88-352, Title VI of the Civil Rights Act of 1964**, which provides that no person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 11.20.3 **Public Law 90-284, Title VIII of the Civil Rights Act of 1968.**, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

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- 11.20.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 11.20.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 11.20.6 HUD Information Bulletin 909-23 which is the following:
 - 11.20.6.1 Notice of Assistance Regarding Patent and Copyright Infringement; and,
 - 11.20.6.2 Clean Air and Water Certification; and,
 - 11.20.6.3 Energy Policy and Conversation Act.
- 11.20.7 That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended, or ineligible Contractor.
- 11.20.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 11.20.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

12.0 Section 3 Clause. Pursuant to recently-issued HUD regulation, the formerly required clauses detailed at 24 CFR §135.38, the so-called *Section 3 clause*, is no longer pertinent to this contract; accordingly, the previously issued Section 3 Clause is not including as a part of this contract.

13.0 Appendices. The following noted documents are placed under each of the noted appendix and are a part of this contract:

[Table No. 1]

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Section No.	Contract Appendix No.	Appendix Description
13.1	1	form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
13.1.1	1.1	Supplemental conditions pertaining to form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
13.2	2	HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
13.3	3	form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
13.4	4	Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>
13.5	5	form HUD-92010 (3/2006), <i>Equal Employment Opportunity Certification</i>
13.6	6	form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i>
13.7	7	form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
13.8	8	form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
13.9	9	form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
13.10	10	form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
13.11	11	form HUD-5372 (1/2014), <i>Construction Progress Schedule</i>
13.12	12	form WH-347 (Dec./2008), <i>Payroll</i>
13.13	13	Form HUD-11 (8/2004), <i>Record of Employee Interview</i>
13.14	14	form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
13.15	15	Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
13.16	16	Davis-Bacon General Wage Decision
13.17	17	<i>Low-income Resident Hiring Plan</i>
13.18	18	Notice to Proceed
13.19	19	Scope of Work
13.20		Inclusion by Reference. Included by reference herein is any document or clause issued as a part of IFB No. B24003 that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency. Further, any document that may be referenced herein that has not

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	been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the Contractor. The Agency also retains the right to implement at any time during the ensuing contract period(s) any portion of the successful bidder bid submittal.
13.21	Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

14.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By: _____ Date: _____
[Name], [Title]

Syracuse Housing Authority:

By: _____ Date: _____
[NAME, TITLE]

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB Approval No. 2577-0157 (exp. 11/30/2023)

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
 - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
 - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
 - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
 - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
 - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
 - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
 - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
 - (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
 - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
 - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
 - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
 - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
 - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
 - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
 - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
 - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

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

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

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

11. Material and Workmanship

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

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of Construction

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

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

27. Payments

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

(a) Placing qualified small and minority businesses andÁ women's business enterprises on solicitation lists;Á

(b) Ensuring that small and minority businesses andÁ women's business enterprises are solicited wheneverÁ they are potential sources;Á

(c) Dividing total requirements, when economically feasible,Á into smaller tasks or quantities to permit maximumÁ participation by small and minority businesses andÁ women's business enterprises;Á

(d) Establishing delivery schedules, where the requirementsÁ of the contract permit, which encourage participation byÁ small and minority businesses and women's businessÁ enterprises; andÁ

(e) Using the services and assistance of the U.S. SmallÁ Business Administration, the Minority BusinessÁ Development Agency of the U.S. Department ofÁ Commerce, and State and local governmental smallÁ business agencies.Á

39. Equal Employment Opportunity

During the performance of this contract, the ContractorÁ Ü^||^! agrees as follows:Á

(a) The ContractorÜ^||^! shall not discriminate against anyÁ employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.Á

(b) The ContractorÜ^||^! shall take affirmative action to Á ensure thatÁ applicants are employed, and that employees Á are treatedÁ during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such actionÁ shall include, but not be limited to, (1) employment, (2)Á upgrading demotion, (4) transfer, (5) recruitment orÁ recruitment advertising, (6) layoff or termination, (7) rates/ of pay or other forms of compensation, and (8) selectionÁ for training including apprenticeship.Á

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

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

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

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

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

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

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
 - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Lobby Renovation
(2024)**

**Supplemental Conditions pertaining to form HUD-5370 (1/2014), *General Conditions for
Construction Contracts-Public Housing Programs***

Contract No. C24003

(IFB Attachment G-1.1; Contract Appendix No. 1.1)

The purpose of this document is to supplement certain incomplete conditions listed on the above-noted form HUD-5370. Each of the following section references is the corresponding section number listed on the noted form HUD-5370.

(1) Section 25 on Page 9 of 19: The blank “Contract Period” and “calendar days” information is listed on the Notice to Proceed, Appendix No. 19, of Contract No. C24003, which this Appendix No. 1.1 is also attached to.

(2) Section 27(d) on Page 9 of 19: The blank “days in advance ...” shall be “Net 30 days.”

(3) Section 27(e)(3) on Page 9 of 19: The listed “Name, Title, Date” pertains to the Contractor and shall be submitted by the Contractor when he/she submitted the noted documentation for a progress payment.

(4) Section 33(a) on Page 12 of 19: The listed daily dollar amount for “liquidated damages” shall be \$500.00/day.

(5) Section 36(a)(2) on Page 12 of 19: The amount not listed therein is identified within Section 4.4.2.1, Page 3, of the Contract which this Appendix is attached to.

(6) Section 36(a)(3) on Page 13 of 19: The amount not listed therein is identified within Section 4.4.2.2, Page 4, of the Contract which this Appendix is attached to.

**SUPPLEMENTARY CONDITIONS
TO THE CONSTRUCTION
CONTRACT**

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

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 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. Response to this request for information is required in order to receive the benefits to be derived. 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. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall 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 (40 U.S.C. 3141(2)(B)(ii)) 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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, U.S. Department of Labor, Washington, D.C. 20210 (“**Administrator**”). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) 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 for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that 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.

(iv) 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.

2. Withholding. 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 on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, sponsor, applicant, or Owner, 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.

3. Payrolls, records, and certifications.

(i) 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 (40 U.S.C. 3141(2)(B)(ii))), 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 any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), 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.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, 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 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) 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 Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant, or Owner, 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 and Trainees.

(i) **Apprentices.** Apprentices shall 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, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (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 the Office of Apprenticeship, 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 above, 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 the 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall 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's 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 on 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 on 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 on 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (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 forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the 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 such subparagraph, 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 forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. 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 under any other Federal contract with the same prime contractor, or under 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 clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. 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, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

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

D. 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 a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and 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.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

Supplementary Conditions of the Contract for Construction

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0470
(Expires 12/31/2016)

Public reporting burden for this collection of information is estimated to average 30 minutes 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 information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to set forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Article 1 – Labor Standards

Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted or insured by the United States of America and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 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 Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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 therefore only when the following criteria have been met:

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs A.1.(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(ii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 any 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. (Approved by the Office of Management and budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, 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 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime 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 1215-0149.)

(b) 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:

- (1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
- (2)** 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant, or owner, 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 Part 5.12.

4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 the Bureau of Apprenticeship and Training 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) 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's 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 on 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 on 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 on 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 clause set forth in subparagraph (1) of this paragraph, 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 forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other 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 clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, 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, or national origin.

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

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will 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, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

I. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds \$500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

Article 4 – Health and Safety

A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and 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).

C. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development of the Secretary of Labor shall direct as a means of enforcing such provisions.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 I(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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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 the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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 and Trainees.

(i) **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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and 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 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will 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 race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Schedule of Amounts for Contract Payments

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

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

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

Public reporting burden for 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
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Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
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Approved for Contractor by	Title	Date (mm/dd/yyyy)
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Approved for Architect by	Title	Date (mm/dd/yyyy)
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Approved for Owner by	Title	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

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

Signature of authorized representative	Date signed (mm/dd/yyyy)
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Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		
2	General Conditions	21	Metal Bucks	44	Site Improvements Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		
15	Stonework	35	Plumbing		Equipment
16	Miscellaneous & Ornamental Metal	36	Heating	57	Shades & Drapery Rods
17	Metal Windows	37	Ventilating System	58	Ranges
18	Roofing	38	Electrical	59	Refrigerators
19	Sheet Metal	39	Elevators	60	Kitchen Cabinets & Work Tables
		40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	Punch List ¹ / ₂
				64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

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

Submit original and one copy to the Public Housing Agency.
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
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Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____

dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____
3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____
7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____
9. **Less:** Retainage, _____ % \$ _____
10. Net amount earned to date (line 8 less line 9) \$ _____
11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____
12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____
14. **Less:** Allowed last period \$ _____
15. Increase (decrease) from amount allowed last period \$ _____
16. **Balance Due This Payment** \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor _____ Signature of Authorized Representative _____ Title _____ Date (mm/dd/yyyy) _____

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, all applicable accessibility requirements (including Section 504 and Title II of the Americans with Disabilities Act; and the Fair Housing Act and Title III of the Americans with Disabilities Act, if applicable), the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative _____ Date (mm/dd/yyyy) _____ Contracting Officer _____ Date (mm/dd/yyyy) _____

I certify the information on this form and in any accompanying documentation is true and accurate. I acknowledge making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Schedule of Change Orders

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

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

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

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
--------------------	-----------------

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
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I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, civil penalties, and confinement for up to 5 years. (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Schedule of Materials Stored

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

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

Public reporting burden for this collection of information is estimated to average 1.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
Name and Location of Project		Project Number
Name of General Contractor		Contract Number
Name of Subcontractor		Subcontract Number

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
Amount Carried Forward					\$

Total Amount or Amount Carried Forward \$

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
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I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.

Previous Editions are Obsolete

form **HUD-51003** (1/2014)

Summary of Materials Stored

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

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

Public reporting burden for this collection of information is estimated to average 2.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
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Location of Project	Project Number
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Name of General Contractor	Contract Number
----------------------------	-----------------

Name of General Contractor or Subcontractor	Amounts
General Contractor	\$

Subcontractors	\$
----------------	----

	Total	\$
	Less 10%	\$
	Net	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
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I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Construction Progress Schedule

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

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

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

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

2. City		3. State	5. Project Name				
4. Location			6. Project Number				
7. Contract For			8. Contract Time (Days)				
9. From (mm/dd/yyyy)		To (mm/dd/yyyy)	10. Contract Price \$				
11. Number of Buildings		12. Number of Dwelling Units			13. Number of Rooms		

(Submit as many pages as necessary to cover the construction period.)	Year (yyy)						
	Month						
Actual Monthly Value, Work in Place (\$)							
Actual Accumulated Progress (%)							
Anticipated Monthly Value (\$)							
Accumulated Scheduled Progress (%)							

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and "Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/ IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/ IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

**Record of Employee
Interview Instructions****U.S. Department of Housing
and Urban Development
Office of Davis-Bacon and Labor Standards**OMB Approval No. 2501-0009
(exp. 12/31/2024)

InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.
A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.
B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.
C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.
D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes No Medical Yes No Pension Yes No	Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No		11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner			17b. Date		

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

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

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

"General Decision Number: NY20240026 01/05/2024

Superseded General Decision Number: NY20230026

State: New York

Construction Type: Building

County: Onondaga County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family

homes or 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)(1).

—
|If the contract is entered |. Executive Order 14026

|

| extended on or after January | covered workers at least
|
| 30, 2022: | \$12.90 per hour (or the
|
| applicable wage rate
listed|
| on this wage
determination, |
| if it is higher) for all
|
| hours spent performing on
|
| that contract in 2024.
|
|_____|_____
—|

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

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

CARP0277-024 07/01/2022

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 30.15	20.41

CARP1163-003 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 30.20	23.83

ELEC0043-012 06/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms, HVAC/Temperature Controls and		

Sound and Communication

Systems).....\$ 44.00 3%+30.17

ENGI0158-002 07/01/2022

Rates Fringes

POWER EQUIPMENT OPERATOR

Backhoe/Excavator/Trackhoe..\$ 41.42 29.17

Crane.....\$ 41.42 29.17

IRON0060-014 07/01/2023

Rates Fringes

IRONWORKER, ORNAMENTAL,

REINFORCING AND STRUCTURAL.....\$ 33.00 30.83

LABO0633-008 06/01/2018

Rates Fringes

LABORER

Common or General.....\$ 23.88 19.60

Mason Tender - Brick.....\$ 23.88 19.60

PAIN0031-003 05/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 23.25	21.21
PAINTER (Brush and Roller).....	\$ 23.25	21.21

PAIN0677-005 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 26.80	24.19

PLUM0267-014 05/01/2019

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 35.51	24.57
PLUMBER.....	\$ 35.51	24.57

ROOF0195-004 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 32.25	25.51

SFNY0669-003 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 38.15	28.24

SHEE0058-009 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (Including Installation of HVAC Duct, Metal Flashing, and Siding (Aluminum, Metal, Vinyl)).....	\$ 34.25	22.60

UAVG-NY-0001 01/01/2019

	Rates	Fringes
PAINTER: Spray.....	\$ 24.29	22.00

UAVG-NY-0002 01/01/2019

	Rates	Fringes
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 23.95	21.45

SUNY2016-003 08/02/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.53	15.59
LABORER: Asbestos Abatement (Removal from Floors, Walls, & Ceilings).....	\$ 29.18	17.72
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 20.89	10.46
LABORER: Pipelayer.....	\$ 20.47	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 36.17	17.76

OPERATOR: Bulldozer.....	\$ 31.03	20.05
OPERATOR: Forklift.....	\$ 33.14	21.04
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.19	17.42
OPERATOR: Roller.....	\$ 28.51	12.31

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1,

2014.

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

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)**

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

The undersigned Contractor has familiarized itself with the Section 3 clause herein contained, and is thoroughly knowledgeable of its requirements.

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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

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

Name of Bidder

Treasury I.D. Number

Official Signature

Title

Witnessed by

Date

The Bidder shall submit a Section 3 Hiring Plan and a Section 3 Contracting Plan with the Bid. Failure to do so may cause the Bid to be disqualified as non-responsive.

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)**

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

Statement of Policy

Section 3 of the Housing and Urban Development Act of 1968 ("Section 3"), requires that:

(a) To the greatest extent feasible, opportunities for job training and employment be directed to low- and very low-income persons of the Metropolitan Area, particularly those who are recipients of government assistance for housing; and

(b) To the greatest extent feasible, contracts for work in connection with the Section 3 Covered Project be awarded to Section 3 Business Concerns which are owned in substantial part by persons residing in the Metropolitan Area or which employ substantial numbers of Section 3 Workers and/or Targeted Section 3 Workers. Section 3 requires that every public owner, developer, Contractor and Subcontractor take affirmative steps to give preference to qualified Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns in providing training, employment and contracting in connection with Section 3 Covered Projects.

Every owner, developer, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with this project, the following Section 3 Clause:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)

Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.

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

SHA will provide affirmative action and technical assistance to all concerned in meeting their obligations under these regulations. Inquiries concerning the operation and effect of the following regulations should be transmitted to: Mr. Reggie Seigler, Section 3 Coordinator, 516 Burt Street, Syracuse, N.Y. 13202.

2. **Definitions**

As used in this contract:

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed.

Contractor – any entity which contracts to perform work generated by the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance (as described in Section 75.3(a)(1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 75.3(a)(2)) including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD YouthBuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Labor Hours – the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent (80%) of the median for the area on the basis of

INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Secretary – the Assistant Secretary for Fair Housing and Equal Opportunity.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern meeting at least one of the following criteria, documented within the last six (6) month period:

- 1) That is fifty-one percent (51%) or more owned by a low- or very low-income persons;
- 2) Over seventy-five percent (75%) of the labor hours performed for the business over the prior three (3) month period are performed by Section 3 Workers; or
- 3) It is a business at least fifty-one percent (51%) owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Covered Assistance:

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Part 75.17.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)**

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low- to very low-income person.

Section 3 Worker – any worker who currently fits or when hired within the past five (5) years fit at least one of the following categories, as documented:

- i. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- ii. The worker is employed by a Section 3 business concern.
- iii. The worker is a YouthBuild participant.

SHA – Syracuse Housing Authority

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Targeted Section 3 Worker (Public Housing Financial Assistance) is a Section 3 worker who:

- 1) Is employed by a Section 3 business concern (defined herein); or
- 2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing or Section 8-assisted housing;
 - b. A resident of other public housing projects or Section 8-assisted housing managed by SHA that is providing the assistance; or
 - c. A YouthBuild participant.

Targeted Section 3 Worker (Housing and Community Development Financial Assistance) is a Section 3 worker who:

- 1) Is employed by a Section 3 business concern (defined herein); or
- 2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - b. A YouthBuild participant.

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent (50%) of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

3. Standards and Procedures to Ensure the Objectives of Section 3

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)**

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

(a) Every Contractor and Subcontractor agrees to be bound by the terms and intent of Section 3 and to include the "Section 3 Clause" in every contract for work in connection with this project.

(b) Every Contractor and Subcontractor agrees not to subcontract any part of the work covered by this contract, or permit subcontracted work to be further subcontracted, without the prior written approval of the SHA.

(c) Every Contractor and Subcontractor undertaking work in connection with this Section 3 covered project shall fulfill his/her obligation to utilize Section 3 Workers and Targeted Section 3 Workers as trainees to the greatest extent feasible by:

(i) Utilizing the maximum number of persons in the various training categories in all phases of the work; and

(ii) Filling all vacant training positions with Section 3 Workers and Targeted Section 3 Workers except for those training positions which remain unfilled after a good faith effort has been made to fill them with eligible persons.

Any Contractor or Subcontractor which fills vacant apprentice or trainee positions in its organization immediately prior to undertaking work pursuant to a Section 3 Covered Project shall set forth evidence acceptable to the SHA that its actions were not an attempt to circumvent these regulations.

(d) Every Contractor and Subcontractor undertaking work in connection with this Section 3 Covered Project agrees to direct his/her best efforts to utilize Section 3 Workers and Targeted Section 3 Workers as employees to the greatest extent feasible. Every Contractor and Subcontractor shall submit a plan which will:

(i) Identify and describe the number of positions, by skill level, required to plan and implement the work to be done under this Section 3 covered project;

(ii) Determine and describe how many of these positions are currently filled and which are not filled by regular, permanent employees; and

(iii) Establish a target within each occupational category for the number of positions to be filled by Section 3 Workers and Targeted Section 3 Workers.

Any Contractor or Subcontractor which fills vacant employment positions in its organization immediately prior to undertaking work pursuant to a Section 3 Covered Project shall set forth evidence acceptable to the SHA that its actions were not an attempt to circumvent these regulations.

(e) Every contractor and subcontractor agrees to direct his/her efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns. All contractors shall submit a plan which will include:

(i) The approximate number and dollar value of contracts to be awarded over the duration of the Section 3 Covered Project (this estimate should be broken down by type of business or profession);

(ii) The approximate number of total Labor Hours worked for each Section 3 Covered Project and the number of Labor Hours worked by Section 3 Workers and the number of Labor Hours worked by Targeted Section 3 Workers.

INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

(3) A target number and value of contracts, based on an analysis of the estimated contract needs, to be awarded to Section 3 Business Concerns.

(f) Every Contractor and Subcontractor employing laborers and mechanics for work in connection with this Section 3 Covered Project shall be paid wages at rates not less than those in the contract. Each Contractor and Subcontractor shall submit weekly to the SHA one (1) certified copy of all payrolls of the contractor, and of each subcontractor, it being understood that the prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

(g) In order to ensure that Contractors and Subcontractors are meeting their obligations under this contract, each Contractor and Subcontractor is required to document his/her efforts, and to file monthly with the SHA a report on such efforts. In addition, each Contractor and Subcontractor shall maintain such records and accounts for a period of three (3) years, and permit access to books, records, and premises for purposes of investigation in connection with a grievance, or to ascertain compliance with these regulations.

4. Positive Efforts to Attain Goals

Examples of efforts to offer training and employment opportunities to Section 3 Workers and Targeted Section 3 Workers include, but are not limited to:

- (a) Advertising the training and employment positions by distributing flyers which identify the positions to be filled, the qualifications required, and where to obtain additional information, to every occupied dwelling unit in the housing development or developments where Section 3 Residents reside.
- (b) Advertising the training and employment positions by posting flyers which identify the positions to be filled, the qualifications required, and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments.
- (c) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (d) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where Section 3 Residents reside.
- (e) Conducting job interviews at the housing development or developments where Section 3 Residents reside.
- (f) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Workers and Targeted Section 3 Workers.
- (g) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one that is a Section 3 Business Concern) that will undertake the efforts to match eligible and qualified Section 3 Workers and Targeted Section 3 Workers with the training and employment positions that the contractor intends to fill.

SHA Section 3 Coordinator

Mr. Reggie Seigler is the Section 3 Coordinator. All inquiries regarding SHA's Section 3 Program should be directed to Mr. Seigler; phone (315) 470-4270, email rseigler@syrhousing.org.



INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

This form must be completed and submitted with formal bid.

Project Name: James Geddes Row Houses Siding and Window
Replacements

Location: James Geddes Row Houses

Contractor _____

Address _____ City _____ State/Zip _____

Email _____

Business Phone _____ Cell Phone _____ Fax _____

Tax ID ____ -- _____

Total Contract Amount \$ _____, _____ .00

Describe the Contractor's plan for meeting Section 3 requirements:

Note: If your company is awarded the contract, this plan must be confirmed and approved by the Section 3 Coordinator at the Syracuse Housing Authority ("SHA") prior to execution of the contract. The Contractor shall complete Section 3 Worker Request forms for each expected job. Section 3 Worker Request forms are available from the SHA Section 3 Coordinator.

Print Name: _____ Title _____

Signature(s) _____ Date: _____

Official Use Only

Approved by _____ Date _____

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)**

**Sample Contract Appendix No. 17, Section 3 Worker/Section 3 Targeted
Hiring Plan Contractor: _____.**

This form must be completed and submitted with formal bid.

10% Construction

Utilization of Section 3 Business Concerns Plan (Simple)

Please type or write legibly

Project Name: James Geddes Row Houses Siding and Window Replacements Location: James Geddes Row Houses

Project Start Date _____ Est. Completion Date _____

General/Prime Contractor _____

Address _____ City _____ State/Zip _____

Email _____

Business Phone _____ Cell Phone _____ Fax _____

Tax ID ____ -- _____ SSN ____ -- ____ -- _____

Total Contract Amount \$ _____, _____ .00 Section 3 Amount \$ _____, _____ .00

Please complete the following information for Certified Section 3 Business Concern(s) to meet your utilization goals. For use for multiple Section 3 Business Concerns to achieve Section 3 goal use additional sheets.

(Note: Section 3 Business Concerns must meet criteria as described in 24 CFR Part 75 to be recognized by SHA as a Section 3 Business Concern.)

Section 3 Business Concern _____
(please provide proof of Section 3 status. Section 3 Coordinator has forms)

Address _____ City _____ State/Zip _____

Email _____

Business Phone _____ Cell Phone _____ Fax _____

Tax ID ____ -- _____ SSN ____ -- ____ -- _____

Service(s) provided: _____ Amount \$ _____, _____ .00

Project Start Date _____ Est. Completion Date _____

(Optional) Certifications: State City Minority / Women – Business Enterprise Other (specify)

I hereby certify that the dollar amount to be sub-contracted with the Certified Section 3 Business Concerns is at least ____% of the total contract price for the above-named project, and the foregoing and attached information is true and accurate and complete to the best of my knowledge.
(Initial here) _____

(Note: This plan must be approved by the Section 3 Coordinator of Syracuse Housing Authority prior to execution of the contract.)

Print Name: _____ Title _____

Signature(s) _____ Date: _____

Official Use Only

Approved by _____ Date _____

INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby Renovation
(2024)

**Contract No. C24003, Appendix No. 19, Notice to Proceed (NTP)
(IFB Attachment G-19)**

Pursuant to the terms of the above noted Contract, you are hereby notified to commence work thereunder at the start of business on _____, 2024. The time for completion, set forth in the contract, is ___ consecutive calendar days, including the starting day, which establishes _____, 2024 as the completion date.

It is your responsibility to meet the schedule as set forth and in accordance with the terms and conditions of the Contract. Failure to comply with the schedule may, and probably will, result in the enforcement of the liquidated damages stated in the contract.

Please note carefully and fulfill the requirements of the contract regarding the submittal and approval of Workmen’s Compensation and, if applicable, Manufacturers’ and Contractors’ Liability Insurance.

The Contractor shall also contact the Agency, in writing, within three days prior to mobilization on the project to enable the Agency to coordinate this work with others.

The Contractor shall, within ten days after receipt of this notice, send to the Agency copies of all required permits for work to be performed under this contract. Failure to comply with these instructions shall constitute a breach of contract.

Your cooperation on this construction to its conclusion is of the utmost importance to the Agency.

The Contractor’s execution following affirms his/her agreement to comply with all written within this NTP Document.

William Simmons
Executive Director

Signature Date Printed Name Company

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

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects <i>(See instructions)</i>		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 Controlling Participants and attach complete organization chart for all organizations showing ownership %

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

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

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

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

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

Part II- For HUD Internal Processing Only

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

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

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

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

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

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

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

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

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

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

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

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

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

PRA Statement: The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

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

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

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2025

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NUMBER
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR (Construction, Supplies or Services)	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	2.		
	NAME(S) & TITLE(S) (Typed)	2.		

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)								
	STATE OF INCORPORATION								
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS						
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">CONTRACT DATE</td> <td style="width:50%;">CONTRACT NUMBER</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	CONTRACT DATE	CONTRACT NUMBER						
CONTRACT DATE	CONTRACT NUMBER								

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)		
NAME(S) (Typed)	1. _____	2. _____		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1. _____	2. _____	
	NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify)

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
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CONTRACT DATE

CONTRACT NUMBER

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal-

(a) (1) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.
 - When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
 - When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment K, Agency Profile of Properties (Sites)**

PIONEER HOMES (NY1-1) (Federal) 398 Family/214 Elderlv

300-318 (even) 320-354 (odd) Renwick	13210	100 - 130 (all) Stewart Court	13202
100 - 139 (all) Dablon Court	13202	132 A-F (all) Stewart Court	13202
100 A thru F(all) Dyer Court	13210	133 A-F (all) Stewart Court	13202
101 A thru F (all)Dyer Court	13210	134 A-L (all) Stewart Court	13202
102 A thru L (all) Dyer Court	13210	901-939 (odd) S. Townsend St.	13202
103 A thru F (all)Dyer Court	13210	1101-1131 (odd) S. Townsend St.	13202
100 - 147 (all) Frisbie Court	13210	100 - 119 (all) Tyler Court	13202
100 -130 (all) Gage Court	13210	120 A-F (all) Tyler Court	13202
101 - 131 (odd) Light Court	13210	121 A-F (all) Tyler Court	13202
900-939 (all) S. McBride Street	13202	122 A-L (all) Tyler Court	13202
1000 - 1047 (all) S. McBride Street	13202	123 A-L (all) Tyler Court	13202
1100-1130 (even) S. McBride St	13202	120 A-F (all) Weiser Court	13202
116 A-F (all) Radisson Court	13202	121 A-F (all) Weiser Court	13202
117 A-F (all) Radisson Court	13202	122 A-L (all) Weiser Court	13202
118 A-L (all) Radisson Court	13202	123 A-L (all) Weiser Court	13202
119 A-L (all) Radisson Court	13202	100-119 (all) Weiser Court	13202
100 - 115 (all) Radisson Court	13202		

AMP 71 CENTRAL VILLAGE (NY1-4) (Federal) 183 Familv Company 21-04

205 - 211 (odd) E. Castle St.	13205	100 - 112 (even) Mulberry Terrace	13202
213 - 221 (odd) E. Castle St.	13205	109 - 121 (odd) Mulberry Terrace	13202
101 - 121 (odd)Albert Terrace	13202	100 - 120 (even) Towers Lane	13202
127 - 147(odd) Albert Terrace	13202	200 - 214 (even) Towers Lane	13202
108 - 128 (even)Albert Terrace	13202	100 - 114 (even) Truth Terrace	13202
140 - 152 (even) Albert Terrace	13202	100 - 109 (odd) Grape Terrace	13202
101 - 122 (all) Croton Terrace	13202	201 - 221 (odd) Grape Terrace	13202
101 - 121 (all) Thurgood Terrace	13202	302 - 316 (even) Oakwood Ave.	13202
1249 - 1261 (odd) S. State Street	13202	358 - 372 (even) Oakwood Ave.	13202
1219 - 1239 (odd) S. State St.	13202	402 - 420 (even) Oakwood Ave.	13202
1307 - 1327 (odd) S. State Street	13202	450 - 460 (even) Oakwood Ave.	13202
101 - 121 (all) Danforth Terrace	13202		

ALMUS OLVER TOWER(NY1-4) (Federal) 188 Elderly (Company 21-04)

B1001 to B-1005 C-1001 to C-1010
C-1101 to C-1110 C1201 to C-1210

LANGSTON MCKINNEY MANOR (NY1-18) (Federal) 75 Family: (Company 21-18)

100 - 124 (all) Angelou Terrace	13202
200 - 224 (all) Chavez Terrace	13202
100 - 124 (all) Latimer Terrace	13202

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment K, Agency Profile of Properties (Sites)**

AMP 72 TOOMEY ABBOTT TOWERS 1207 Almond Street Syracuse. NY 13210

Apts # 101 to 115	601 to 615	1101 to 1115	1601 to 1615
201 to 215	701 to 715	1201 to 1215	1701 to 1715
301 to 314	801 to 814	1301 to 1314	1801 to 1814
401 to 415	901 to 915	1401 to 1415	1901 to 1915
501 to 515	1001 to 1015	1501 to 1515	2001 to 2015
2101 to 2112			

AMP 73 JAMES GEDDES HIGH RISES fNY1-2/3) (Federal) 232 Elderly

418 Fabius Street (high rise) 13204

Apts # 103 to 108	501 to 508
201 to 208	601 to 608
301 to 308	701 to 708
401 to 408	

312 Gifford Street (high Rise) 13204

338 Gifford Street (high Rise) 13204

Apts # 100 to 105	500 to 509
200 to 209 (no 08's)	600 to 609
300 to 309	" 700 to 709
400 to 409	800 to 809
900 to 909	

427 Tully Street (high Rise) 13204

Ap/. 101 to 105	
200 to 209 (no 201)	
300 to 309 (no 301)	
400 to 409 (no 401)	Apts # 103 to 108
201 to 208	
301 to 308	
401 to 408	501 to 508
601 to 608	
701 to 708	
500 to 509 (no 501)	
600 to 609 (no 601)	
700 to 709 (no 702)	

JAMES GEDDES HOMES (NY1-2/3) fFederal) 245 Family

AMP 74 VINETTE TOWERS (NY 1-10) (Federal) 153 Elderly (Company 21-10)

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment K, Agency Profile of Properties (Sites)**

947 Pond Street (1 high rise) 13208
Apts: # 201 to 214 # 601 to 614 # 1001 to 1014
301 to 314 # 701 to 714 # 1101 to 1114
401 to 414 # 801 to 814 # 1201 to 1214
501 to 514 # 901 to 914

FAHEY COURT (NY1-11) (Federal) 30 Elderlv: (Company 21-11)

Apts:

100 Pastime Orive
101 to 110
201 to 210
301 to 310

13208

AMP 75 IDA O. BENDERSON HEIGHTS (NY1-12) (Federal) 56 Familv

100-108 (all) CliWside Drive 13210 101 - 117 (odd) Oriskany Drive 13210
110-132 (even) Cliffside Drive 13210 101 - 115 (odd) Penta Drive 13210
100 - 134 (even) Jericho Drive 13210

SCATTERED SITES (90 units) NY1-16 (Federal) 90 Family:

101 - 135 (odd) Blaine Street 13202 121-125-125 1/2 (odd) Shonnard St. 13204
302 - 308 (even) Furman Street 13205 127 - 131 1/2 (odd) Shonnard St. 13204
634 - 650-650 1/2 (even) Gifford St. 13204 95 - 101 (odd) Slocum St. 13204
201 - 2011/2 7 203 1/2 (odd) Grace 13204 201 & 1/2 and 203 7 1/2 Slocum 13204
804 - 810 (even) Midland Ave. 13204 302 & 1/2 and 304 & 1/2 Slocum Ave. 13204
322 - 360 (even) Seymour St. 13204 115-119-119 1/2 (odd) Shonnard St. 13204
200-208 - 208 1/2 (even) Shonnard St. 13204

SCATTERED SITE REHAB (NY1-14) (Federal) 11 Family:

150 & 152 Furman Street 13205 222-224 Seymour Street 13204
114 Kirk Ave. #1, #2 and #3 13205 354 & 356 West Kennedy Street 13204
243 & 245 McKinley Ave. 13205

AMP 77 ROSS TOWERS (NY1-9) (Federal) 160 Elderly (Company 21-09)

Apts:

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment K, Agency Profile of Properties (Sites)**

710 - 712 Lodi Street (2 highrises) 13203

A-201 to A-208 (all)	B- 201 to B-208
A-301 to A-308 (all)	B-301 to B-308 (all)
A-401 to A-408 (all)	B-401 to B-408 (all)
A-501 to A-508 (all)	B-505 to B508 (all)
A-601 to A-608 (all)	B-601 to B-608 (all)
A-701 to A-708 (att)	B-701 to B-708 (all)

A-801 to A-808 (alt) A-901 to A-908 (alt) A-1001 to A-1008 (alt)

B-801 to B-808 (alt) B-901 to B-908 (alt)
B-1001 to B-1008 (alt) B-1101 to B-1108 (alt) B-1201 to B-1208 (all)

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment L, MWBE Utilization**

1. Statement of Policy and Assurance of Equal Opportunity

It is the policy of the Syracuse Housing Authority that:

- (a) **Minority-owned Business Enterprises (MBEs), and Women-owned Business Enterprises (WBEs), as defined in paragraph 2, below, may not be discriminated against:**
- (1) **in the process leading to the identification of potential subcontractors;**
 - (2) **in the negotiation of terms and conditions to be included in subcontracts;**
 - (2) **in the standards for measuring performance by subcontractors; and**
- (b) **MBEs and WBEs shall have the maximum feasible opportunity to participate in the performance of contracts funded through HUD Public Housing Modernization or Development assistance.**

The Contractor agrees to take the steps set forth below to assure implementation of, and compliance with, this policy.

2. Definitions

- (a) **Minority-owned business enterprise (MBE) shall mean a business that is periodically certified by the City of Syracuse Division of Contract Compliance and Minority Affairs (Division) as satisfying the following criteria: i) at least fifty-one percent (51%) of the business is owned and controlled by minority group members who are United States citizens or permanent resident aliens, or in the case of publicly owned business, at least fifty-one percent (51%) of the stock of the business of the business is owned by minority group members who are United States citizens or permanent resident aliens; ii) the management and daily operations of the business are controlled by one or more of the minority group members who own it; and iii) the business has its principal operation, or has permanently staffed offices, located within Onondaga County.**
- (b) **Women-owned business enterprise (WBE) shall mean a business that is periodically certified by the Division as satisfying the following criteria: i) at least fifty-one percent (51%) of the business is owned and controlled by women who are United States citizens or permanent resident aliens, or in the case of publicly owned business, at least fifty-one percent (51%) of the stock of the business is owned by women who are United States citizens or permanent resident aliens; ii) the management and daily operations of the business are controlled by one or more of the women who own it; and iii) the business has its principal operations, or has permanently staffed offices, located within Onondaga County.**
- (c) **Minority Group Members shall mean the following:**
- (1) **Black persons, meaning persons having origin in any of the Black African racial groups.**
 - (2) **Hispanic Americans, meaning persons of Mexican, Puerto Rican, Cuban, Central or South American origin regardless of race.**
 - (3) **Asian Americans, meaning persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.**

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment L, MWBE Utilization**

(4) American Indians, meaning persons having origin in any of the original peoples of North America and who are recognized as American Indian by either a tribe, tribal organization, or a suitable authority in the community.

(d) Subcontract shall mean a contract between a contractor and any other business unrelated to the contractor, through which the other business (i.e., the subcontractor) provides a distinct element of the work, services, goods, supplies, equipment or materials contemplated by, and required for the completion of, the public construction contract.

3. Directory of MBEs and WBEs

The Division compiles and keeps current a directory of certified MBEs and WBEs. Interested persons may obtain a copy by writing or calling the Division or the SHA. The directory does not purport to record all companies eligible for certification. Bidders and contractors are urged to compile their own lists of MBEs and WBEs and to take steps to promote certification of such companies as MBEs and WBEs by the Division.

4. MBE and WBE Goals

To ensure maximum feasible opportunity for MBE/WBE participation, the following Goals (expressed as a percentage of the total contract price) are established for this contract:

MBE 9%
WBE 6%

These goals represent the SHA's best estimate of the level of MBE and WBE participation in the contract that will likely occur if MBEs and WBEs are given an equal opportunity to compete for subcontracts available under this contract.

5. MBE and WBE Participation Plan

(a) Every successful bidder shall, as a condition precedent to the award of the prime contract, submit to the SHA within ten (10) business days of being notified that it is the successful bidder, a MBE and WBE Participation Plan, executed before a notary by the appropriate officer of the bidder, which shall:

(1) State the name, title and telephone number of the individual(s) responsible for: assuring compliance with this ordinance; supervising efforts to identify subcontractors; negotiating and awarding subcontracts; and monitoring performance of subcontracts;

(2) Provide a brief description of each item of work, services, goods, supplies, equipment or material that it expects to complete or provide through subcontracts and the dollar amount of each such subcontract;

(3) State the month the work under each subcontract will likely commence or the month the services, goods, supplies, equipment or materials under each subcontract will likely be provided;

(4) Identify each subcontract listed in response to paragraphs (2) and (3), immediately above, that it expects to award to an MBE or a WBE; the name, address and telephone number of each such MBE and WBE; the name, race (or ethnicity) and sex of the Chief Executive Officer of each such MBE or WBE;

(5) Contain a promise by the bidder that it will satisfy the MBE and WBE contract goals or will make positive efforts to do so.

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment L, MWBE Utilization**

(b) Every contractor shall agree, by contract:

(1) That it will not discriminate against MBEs and WBEs in the identification of potential subcontractors and in the negotiation, awarding and performance of subcontract.

(2) That it will document that it, in fact, satisfied the MBE and WBE goals set for the contract, or document that it was unable to do so despite positive efforts. More specifically, it will file monthly reports with the SHA, on the 15th day of each month following the signing of the public construction contract, by providing the following documents and information:

i) A copy of each written subcontract for work or services -- including a copy of each agreement or order for goods, supplies, equipment or materials -- executed during the previous month;

ii) The name of each company that was awarded a subcontract; whether the company is an MBE or a WBE; the date the subcontract was awarded; the dollar amount of the subcontract; the trade or specialty involved; the date work or services under the subcontract will (or has) commence(d) and will be (or has been) completed or the date the goods, supplies, equipment or materials will be or have been provided;

If the successful company is an MBE or a WBE not listed in the Participation Plan, the race or ethnicity and sex of the individual(s) who own and manage the company (e.g., Black, Hispanic American, Asian-American, American Indian, Woman);

iii) In the event a contractor has not awarded a subcontract to an MBE or WBE that was specifically identified in the contractor's Participation Plan as likely to receive the subcontract, the reasons the subcontract was not awarded as originally contemplated by the Participation Plan;

iv) In the event a company was found by the contractor to be unqualified or unable to perform a subcontract after the subcontract had been awarded to that company, the name of each such company; the reasons the company was found unqualified to perform the subcontract; whether the company is an MBE or a WBE and, if either an MBE or a WBE, the race or ethnicity and sex of the individuals who own and manage to company;

v) The percentage of each subcontract completed; the amount paid to each subcontractor and the balance due each subcontractor under each subcontract;

vi) All revisions to the Participation Plan, in the form and with all information required for the initial Participation Plan;

vii) If the Participation Plan, as originally tendered or as revised, reveals that the contract goals will not be satisfied, then a detailed statement and documentary proof of the positive efforts that the contractor has made and will make to satisfy the goals. Included in the report shall be a listing of MBEs and/or WBEs, if any, that were considered for each subcontracting opportunity, the race or ethnicity of the individuals who own and manage each of those companies, the name and title of the person at each of those companies with whom the contractor dealt or negotiated, and the reason(s) such companies were denied the subcontracting opportunity.

(c) That it will retain, and make available to the SHA upon request, for a period of three years subsequent to the completion of the contract, all records relied upon for the compilation of each monthly report.

6. Attainment of MBE and WBE goals and Positive Efforts to Attain Goals

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment L, MWBE Utilization**

The contractor agrees to satisfy these goals or document that it was unable to do so despite positive efforts. Positive efforts shall include all of the following:

- (a) Identification of MBEs and WBEs that may be able to perform specific subcontracts, by:
 - (1) perusing the Division's Directory of MBEs and WBEs; and/or
 - (2) sending appropriate representatives to pre-bid and pre-award meetings conducted by representatives of the SHA, to inform prime contractors and subcontractors of MBE and WBE requirements and subcontracting opportunities; and/or
 - (3) placing advertisements in general circulation, trade association, and minority/female focus media located within reasonable proximity to the contraction project, that solicit bids for identified subcontracting opportunities; and/or
 - (4) contacting minority and women's organizations, contractors' groups and local, state and federal minority and women business assistance offices and other organizations that provide assistance to and promote opportunities for MBEs and WBEs; and/or
 - (5) any other methods that in fact result in the identification of MBEs and WBEs qualified to bid on subcontracting opportunities.
 - (b) Where technically feasible, and consistent with the efficient performance of the prime contract, dividing the prime contract into segments that create subcontracting opportunities for qualified and available MBEs and WBEs.
 - (c) Notifying a reasonable number of specific MBEs and WBEs in writing, that their interest in specified subcontracts is being solicited in sufficient time to allow them to participate effectively; such notice must include complete and accurate information about the plans, specifications, change orders and other requirements of a given subcontract, and must state the date a response to the notices are due and the date bids are due.
 - (d) Following-up initial solicitations of interest by contacting MBEs and WBEs to determine with certainty whether they are interested and whether they need additional information to make a bid.
 - (e) Negotiating with, and considering and awarding subcontracts to interested MBEs and WBEs in the same manner and subject to the same procedures, standards and requirements the contractor follows with companies that are not MBEs and WBEs (e.g., it may not negotiate more demanding contract terms with MBEs and WBEs; or, in evaluating the merits of a bid by an MBE or a WBE, a commercially insignificant difference in price shall not be a basis for rejecting the bid).
 - (f) After awarding a subcontract to an MBE or a WBE, imposing requirements and performance standards no more stringent than those imposed on companies that are not MBEs or WBEs.
 - (g) Such additional measures that assure non-discriminatory treatment of MBEs and WBEs.
7. Standards Controlling Whether MBE and WBE Goals have been Achieved

The dollar amount of all subcontracts awarded to certified MBEs and WBEs will be credited toward the satisfaction of the MBE and the WBE goals, subject to the following limitations:

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment L, MWBE Utilization**

- (a) A contractor that awards a subcontract to a business certified as both an MBE and a WBE must elect to apply the amount of that subcontract to either the MBE or the WBE goal.
- (b) A contractor that awards a subcontract to a joint venture may apply toward the MBE or WBE goal, the percentage of the total dollar amount of the subcontract equal to the percentage of the joint venture in fact owned and controlled by the MBE or WBE joint venturer(s).
- (c) A contractor will be given credit for a subcontract only if it serves a commercially useful function. To determine whether a subcontract satisfies this requirement, the SHA will consider the nature and amount of the subcontract, customary industry subcontracting practices for the given public construction contract, and such other factors it finds relevant.
- (d) A contractor will receive credit for the full amount of a subcontract even if the MBE or the WBE subcontractor enters into Sub-subcontracts with businesses that are not MBEs or WBEs. However, if an MBE or WBE subcontractor, sub-subcontracts a significantly greater portion of the work of the subcontracts than would be expected under customary industry practices, the contractor will not receive credit for the subcontract.
- (e) A contractor will receive credit for a subcontract that entails the supplying of materials or products only if the subcontractor is regularly engaged in the business of supplying materials or products and has a warehouse or other storage facility where the materials or products provided through the subcontract are regularly stored.
- (f) In addition to credit received through subcontracts, a prime contractor that is certified as an MBE or WBE shall receive credit toward the MBE or WBE goal equal to the percentage of the total contract amount that it undertakes and completes, i.e., that it does not perform through subcontracts.

8. Retention of Records

The contractor shall retain, and make available to the SHA upon request, for a period of three years subsequent to the completion of the contract all records relied upon for the compilation of each report. Appropriate legal action will be taken against a contractor that willfully makes false statements or that provides incorrect information.

9. Determination of Compliance or Non-Compliance

Upon request of the Contracting Officer, the SHA Board of Commissioners shall determine whether the contractor has failed to comply with any requirement of the Equal Opportunity Provisions of this contract.

The Contracting Officer shall give notice to the contractor of a proposed finding of non-compliance. The contractor shall be afforded a hearing, upon ten (10) days notice, to show cause why a finding of non-compliance should not be entered.

10. Effect of Determination of Non-Compliance

A determination of non-compliance by the Board of Commissioners shall constitute a finding by the SHA that the contractor breached the contract. The Contracting Officer may impose appropriate remedies for non-compliance such as:

- (a) directing that part or all of the payments to the contractor be withheld until non-compliance is cured;

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment L, MWBE Utilization**

- (b) directing that the contract be terminated;
- (c) directing that the contractor be barred from bidding on future contracting opportunities with the SHA;
- (d) imposing a requirement that the contractor, in future bidding for SHA contracts, guarantee that it will meet a specific MBE or WBE goal;
- (e) directing that a specific subcontract be awarded to that subcontractor, if it is determined that a particular MBE or WBE subcontractor has been victimized by discrimination;
- (f) any other remedy that the Board of Commissioners or the Contracting Officer finds appropriate give the facts and circumstances of the particular case.

**INVITATION FOR BIDS (IFB) No. B24003, AMP 72 - Toomey Abbott Tower Lobby
Renovation (2024)
IFB Attachment L, MWBE Utilization**

Total Bid Amount: _____ MBE \$ Goal: _____ WBE \$ Goal: _____

General/Prime Contractor Information

Name of General/Prime Contractor: _____

Address: _____ Email: _____

Business Phone: _____ Cell Phone: _____ Other: _____

Tax I.D. or SS #: _____ *Ethnicity: _____

List below the names of all proposed Minority/Women Business Enterprises that are "Certified" by the City of Syracuse, the services they will provide, the amount of money they will receive, the date the project will start and its estimated date of completion.

Name: _____ Address: _____

Phone: _____ Cell: _____ Tax ID or Soc. Sec. #: _____ MBE WBE (check one)

Amount: _____ Type of work, services, supplies _____

Start Date: _____ Completion Date: _____

Name: _____ Address: _____

Phone: _____ Cell: _____ Tax ID or Soc. Sec. #: _____ MBE WBE (check one)

Amount: _____ Type of work, services, supplies _____

Start Date: _____ Completion Date: _____

Name: _____ Address: _____

Phone: _____ Cell: _____ Tax ID or Soc. Sec. #: _____ MBE WBE (check one)

Amount: _____ Type of work, services, supplies _____

Start Date: _____ Completion Date: _____

I hereby certify that the dollar amount to be contracted with City of Syracuse Certified M/WBE Sub-contractors is at least _____ % of the total contract price for the above named project, and that the foregoing and attached information is true and accurate and complete to the best of my knowledge.

***Note: This Plan must be approved by the Syracuse Housing Authority prior to execution of the contract.**

Print Name: _____ Title: _____

Signature(s): _____ Date: _____

Authorized signature(s) of General/Prime Contractor or Designee

For Official Use Only

Approved By: _____ Date: _____



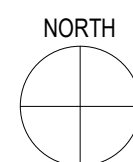
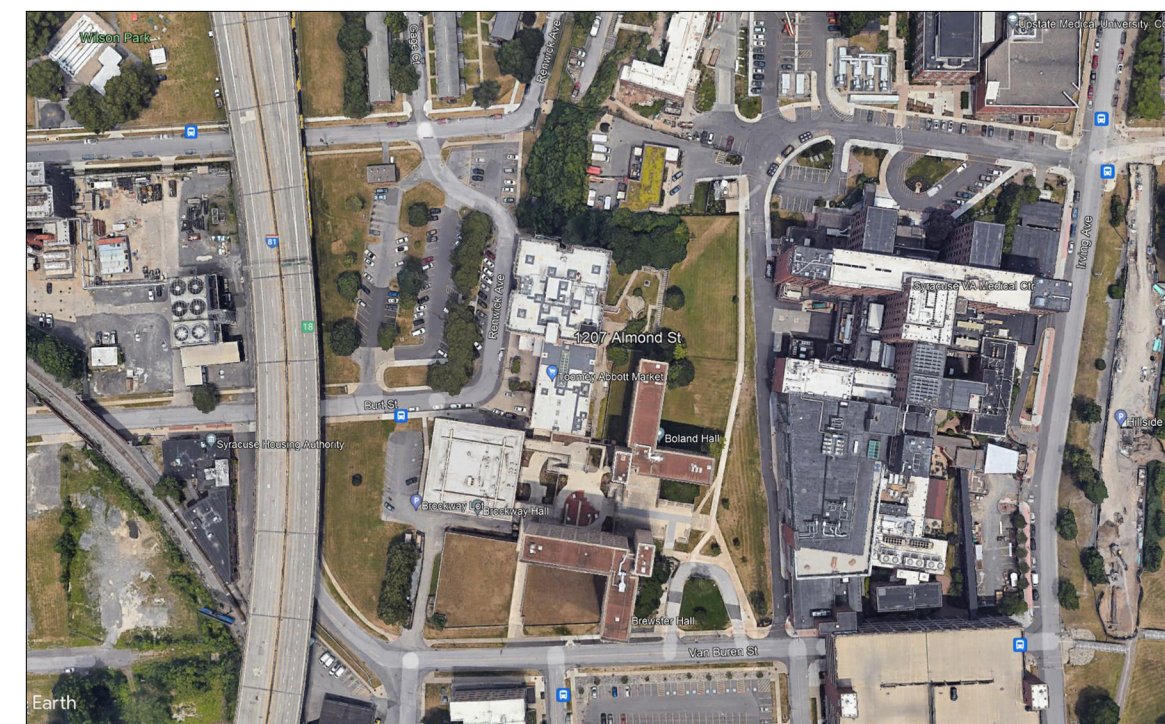
CONTRACT DRAWINGS FOR THE CONSTRUCTION OF TOOMEY ABBOTT TOWERS - LOBBY RENOVATION

**SYRACUSE HOUSING AUTHORITY
1207 ALMOND STREET
SYRACUSE, NY 13202**

FEBRUARY 15, 2024

ALTERNATE DEDUCTS:

2. DELETE DOOR, DOOR FRAME, HARDWARE AND ASSOCIATED WORK FOR DOORS 129, 212 & 312. DELETE HARDWARE AND ASSOCIATED WORK FOR DOORS 230, 245 & 246.
3. DELETE WAITING 100A BENCHES
4. DELETE WALL GUARD (WG1), REPLACE WITH WALL GUARD (WG2)
5. DELETE BASE CABINETS (QUANTITY - 5) IN SECURITY 101, REPLACE WITH RAKKS BRACKET EH1824 FOR SUPPORT AS REQUIRED
6. DELETE PRESERVED GREEN WALL AND WHITE OAK WOOD, REPLACE WITH PAINT (PT1)
7. DELETE STAINLESS STEEL BASE (SSB1), REPLACE WITH RUBBER BASE (RB1)
8. DELETE WAITING AREA 100A CONCRETE SLAB REPLACEMENT AND SEALER
9. DELETE ENTRANCE MAT IN LOBBY 105, REPLACE WITH CERAMIC TILE (CT1)



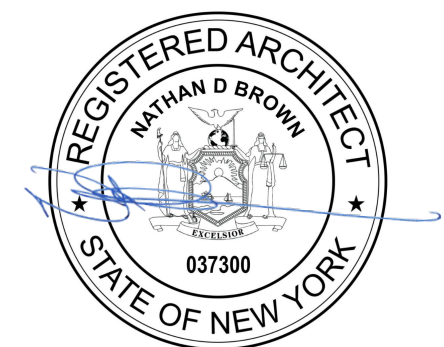
LIST OF ALTERNATES

LOCATION MAP

DRAWING LIST	
G-001	COVER SHEET
G-101	CODE PLAN / INFORMATION
G-102	PHASING PLAN AND NOTES
ARCHITECTURAL	
A-001	SYMBOLS, ABBREVIATIONS, LEGENDS AND DETAILS
A-002	ARCHITECTURAL SPECIFICATIONS
AD-101	DEMOLITION PLAN - STREET LEVEL
A-101	STREET LEVEL FLOOR PLAN
A-102	PLAZA FLOOR PLAN
A-103	TERRACE FLOOR PLAN
A-104	REFLECTED CEILING PLAN - STREET LEVEL
A-160	FINISH SCHEDULE
A-161	FINISH PLAN - STREET LEVEL
A-201	ELEVATIONS AND DETAILS
A-202	ELEVATIONS AND DETAILS
A-401	ENLARGED PLAN
A-601	DOOR SCHEDULE / WINDOW SCHEDULE
A-602	DOOR AND WINDOW DETAILS
A-603	DOOR, WINDOW AND ENTRANCE MAT DETAILS
FIRE PROTECTION	
FP-001	DETAILS, NOTES, SYMBOLS, & SPECIFICATIONS
FPD-101	STREET LEVEL SPRINKLER DEMOLITION PLAN
FPD-102	PLAZA LEVEL SPRINKLER DEMOLITION PLAN
FP-101	STREET LEVEL SPRINKLER PLAN
FP-102	PLAZA LEVEL SPRINKLER PLAN
FP-501	DETAILS
MECHANICAL	
M-001	GENERAL NOTES, SYMBOLS, ABBREVIATIONS, & SCHEDULES
M-101	FLOOR PLANS
M-501	DETAILS & SPECIFICATIONS
ELECTRICAL	
E-001	GENERAL NOTES, SYMBOLS, ABBREVIATIONS, SCHEDULES, AND SPECS
ED-101	STREET LEVEL ELECTRICAL REMOVAL PLAN
E-101	STREET AND PLAZA LEVEL ELECTRICAL RENOVATION PLAN
E-501	DETAILS
SECURITY	
EY-101	PLAZA AND TERRACE LEVEL DOOR SECURITY
FIRE ALARM	
FA-001	DETAILS, NOTES, SYMBOLS, & SPECIFICATIONS
FAD-101	STREET LEVEL FIRE ALARM DEMOLITION PLAN
FA-101	STREET LEVEL FIRE ALARM PLAN
FA-501	DETAILS

C&S PROJECT NUMBER: A23.011.001

Revision Schedule		
Revision Number	Revision Date	Revision Description



TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF THE PLANS AND SPECIFICATIONS FOR THIS PROJECT ARE IN COMPLIANCE WITH THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE AND THE BUILDING CODE OF NEW YORK STATE

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

G-001

2020 ENERGY CODE OF NY STATE	
SYRACUSE, NY ONONDAGA COUNTY - CLIMATE ZONE 5A	PER NYS COMMERCIAL ENERGY CODE TABLE C301.1
OPAQUE THERMAL ENVELOPE INSULATION COMPONENTS MINIMUM REQUIREMENTS (TABLE C402.1.3)	
CONCRETE SLAB AND FOUNDATIONS	EXISTING TO REMAIN
WALLS ABOVE GRADE - METAL FRAMED	R-13 + R-7.5 CI
CI = CONTINUOUS INSULATION	
BUILDING ENVELOPE FENESTRATION MAXIMUM U-FACTOR AND SHGC REQUIREMENTS (TABLE C402.4)	
FIXED FENESTRATION	U-FACTOR = 0.38
ENTRANCE DOORS	U-FACTOR = 0.77
SHGC: PF ≥ 0.5	0.61
SHGC = SOLAR HEAT GAIN COEFFICIENT, PF = PROJECTION FACTOR	
ENERGY CODE STATEMENT TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS ARE IN COMPLIANCE WITH THE ENERGY CONSERVATION CONSTRUCTION CODE OF NEW YORK STATE USING THE PRESCRIPTIVE COMPLIANCE PATH.	

2020 EXISTING BUILDING CODE OF NEW YORK STATE - CODE ANALYSIS			
ALTERATION LEVEL 2			
BUILDING TYPE:	I-B		
SPRINKLERED:	YES		
OCCUPANCY CLASSIFICATION:	R-2 - RESIDENTIAL <small>PRIMARY</small>	B - BUSINESS & M - MERCANTILE <small>SECONDARY</small>	
FUNCTION:	HOUSING (APARTMENTS), OFFICES AND GROCERY STORE		
TOTAL PROJECT AREA:	3,124 SF		
PROJECT DESCRIPTION: MUNICIPAL OFFICES WITH TRAINING ROOMS			

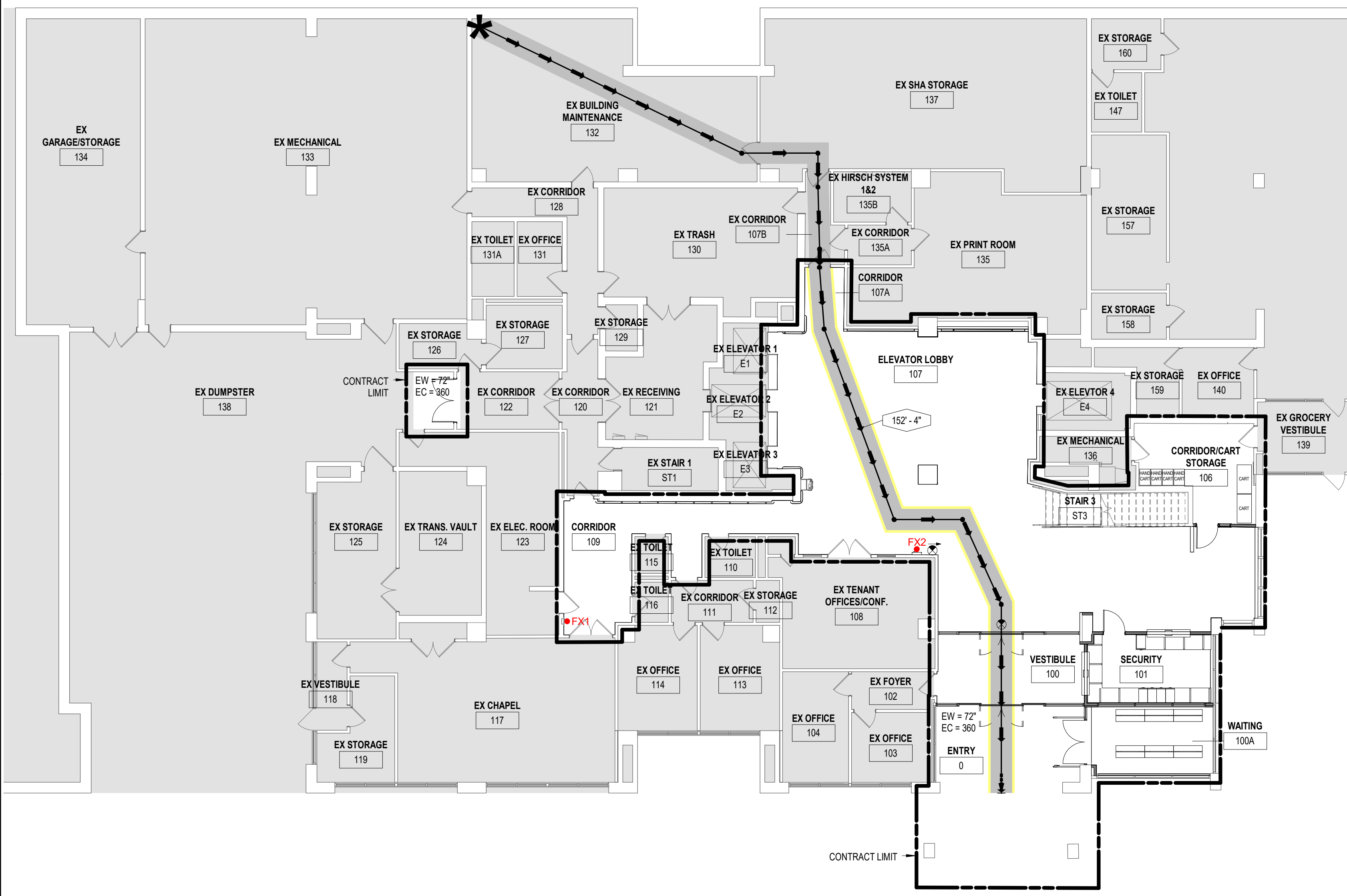
C2 CODE REVIEW
SCALE: NOT TO SCALE

MEANS OF EGRESS	REQUIRED	EXISTING	PROVIDED	REMARKS
NUMBER OF MEANS OF EGRESS	2	2	2	PER BCNY - 1006.3.2 EGRESS BASED ON OCCUPANT LOAD AND TABLE 1006.3.2
TOTAL EXIT WIDTH	11.2' (32" MIN)	101"	144"	PER BCNY 1005.3.2 - OTHER EGRESS COMPONENTS: PER BCNY 1010.1.1 - MINIMUM CLEAR WIDTH NOT LESS THAN 32"
TRAVEL DISTANCE	250' MAX	198'-3"	152'-4"	PER BCNY 1017.2 - EXIT ACCESS TRAVEL DISTANCE (WITH SPRINKLER SYSTEM)

OCCUPANT LOAD CALCULATION							
SPACE	ROOM #	FUNCTION (BCNY TABLE 1004.5)	OCCUPANCY TYPE	GROSS SF	NET SF	SF/PERSON (BCNY)	OCCUPANCY (BCNY)
VESTIBULE	2	RESIDENTIAL	VESTIBULE	197 SF	---	200 GROSS	1
SECURITY	3	BUSINESS AREA	OFFICE	162 SF	---	150 GROSS	2
WAITING	4	ASSEMBLY WITH FIXED SEATS	WAITING	167 SF	---	NUMBER OF FIXED SEATS	6
LOBBY	5	RESIDENTIAL	LOBBY	598 SF	---	200 GROSS	3
ELEVATOR LOBBY	6	RESIDENTIAL	LOBBY	1,157 SF	---	200 GROSS	6
CORRIDOR/CART STORAGE	7	ACCESSORY STORAGE AREA	STORAGE USE	188 SF	---	300 GROSS	1
MECHANICAL	8	MECHANICAL EQUIPMENT ROOM	MECHANICAL	65 SF	---	300 GROSS	1
BUSINESS AREAS	-	BUSINESS AREA	OFFICES	1,996 SF	---	150 GROSS	14
ACCESSORY STORAGE/MECHANICAL AREAS	-	ACCESSORY STORAGE AREA & MECHANICAL EQUIPMENT ROOM	STORAGE/MECHANICAL	6,413 SF	---	300 GROSS	22
				11,051 SF	TOTAL		56 OCCUPANTS

APPLICABLE CODES	
CODE NAME	EDITION
EXISTING BUILDING CODE OF NEW YORK STATE	2020
NEW YORK ACCESSIBILITY CODE	2020
NEW YORK ELECTRICAL CODE	2020
NEW YORK ENERGY EFFICIENCY CODE	2020
NEW YORK FIRE PREVENTION CODE	2020
NEW YORK FUEL GAS CODE	2020
NEW YORK MECHANICAL CODE	2020
NEW YORK PLUMBING CODE	2020
NFPA 101 LIFE SAFETY CODE	2020

B3 CODE REVIEW
SCALE: NOT TO SCALE



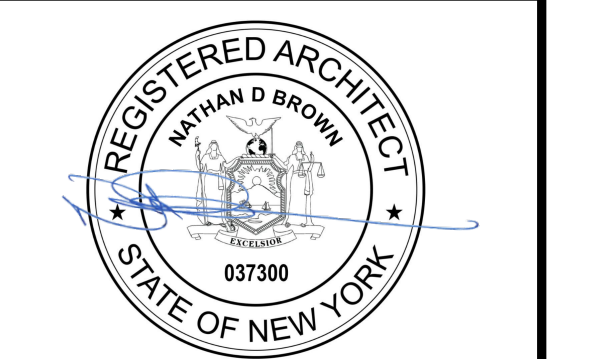
LIFE SAFETY LEGEND	
SYMBOL	DESCRIPTION
	PRIMARY EGRESS PATH OF TRAVEL
	PATH OF TRAVEL TO EXIT
	PRESUMED 1 HOUR FIRE RATED PARTITION
	PRESUMED 2 HOUR FIRE RATED PARTITION
	EGRESS START POINT
	MAINTAIN 36" CLEAR DIMENSION ALONG ENTIRE PATH OF TRAVEL EXCEPT WHERE NOTED
	MAINTAIN 44" CLEAR DIMENSION ALONG ENTIRE PATH OF TRAVEL EXCEPT WHERE NOTED
EC	EXIT CAPACITY
EW	EXIT WIDTH
	TRAVEL DISTANCE (LESS THAN 200')
	EXIT SIGNAGE (REFER TO ELECTRICAL DRAWINGS FOR SPECIFIED FIXTURE)

LIFE SAFETY LEGEND	
SYMBOL	DESCRIPTION
	AREA OF WORK
	AREA OF NO WORK
FIRE EXTINGUISHER	
FX1 - UL RATING 2A-10BC 1. PROVIDE AND INSTALL FIRE EXTINGUISHER WHERE LOCATED ON PLAN. 2. EXTINGUISHER HEIGHTS PER LEGEND BELOW. 3. PROVIDE SHOP DRAWINGS FOR APPROVAL.	
FIRE EXTINGUISHER LEGEND	
SYMBOL	DESCRIPTION
	FIRE EXTINGUISHER 1: (EXISTING TO REMAIN - FIRE EXTINGUISHER AND RECESSED WALL CABINET - 3'-9" AFF TO CENTER)
	FIRE EXTINGUISHER 2: (RELOCATED FIRE EXTINGUISHER - NEW SEMI RECESSED WALL CABINET - 3'-9" AFF TO CENTER)

A1 FIRST FLOOR CODE PLAN
SCALE: 3/32" = 1'-0"

A3 LIFE SAFETY LEGEND
SCALE: NOT TO SCALE

C&S COMPANIES
 C&S Architects, Engineers & Landscape Architect, PLLC
 499 Col. Eileen Collins Blvd.
 Syracuse, New York 13212
 Phone: 315-455-2000
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 www.cscos.com

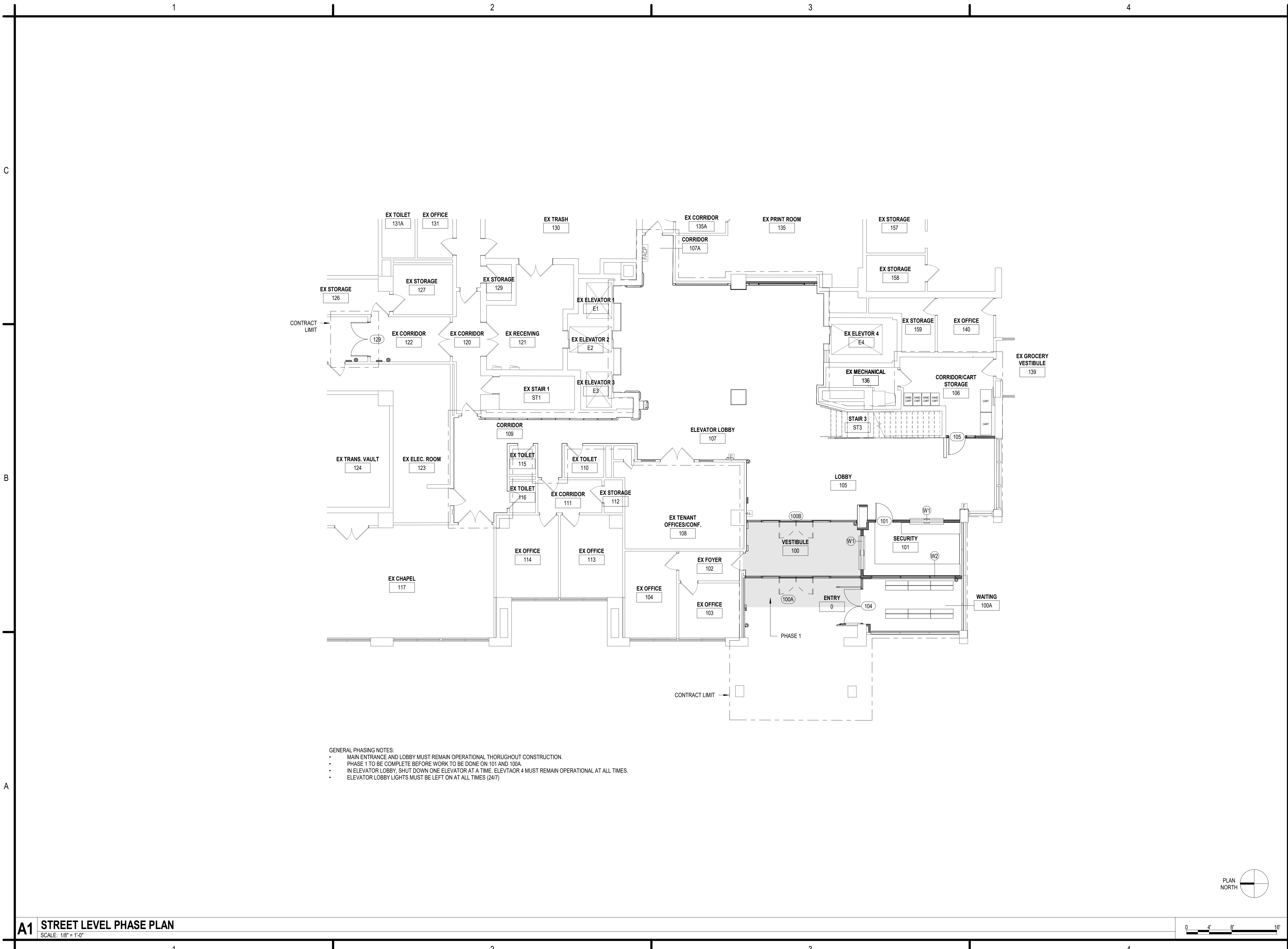


TOOMEY ABBOTT TOWERS - LOBBY RENOVATION
 SYRACUSE HOUSING AUTHORITY
 1207 ALMOND STREET
 SYRACUSE, NY 13202

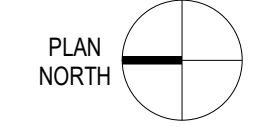
MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: A23.011.001		
DATE: FEBRUARY 15, 2024		
DRAWN BY: E. ROBISON		
DESIGNED BY: E. ROBISON		
CHECKED BY: K. COLLINS, RA		
CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.		

CODE PLAN / INFORMATION

G-101



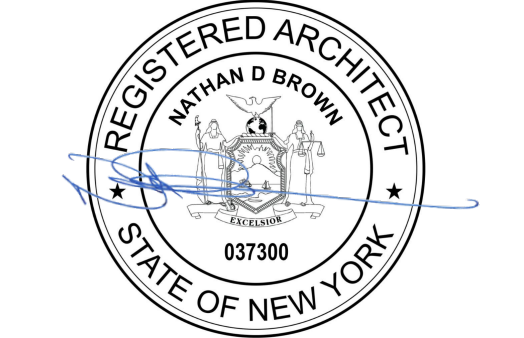
- GENERAL PHASING NOTES:
- MAIN ENTRANCE AND LOBBY MUST REMAIN OPERATIONAL THOROUGHOUT CONSTRUCTION.
 - PHASE 1 TO BE COMPLETE BEFORE WORK TO BE DONE ON 101 AND 100A.
 - IN ELEVATOR LOBBY, SHUT DOWN ONE ELEVATOR AT A TIME. ELEVATOR 4 MUST REMAIN OPERATIONAL AT ALL TIMES.
 - ELEVATOR LOBBY LIGHTS MUST BE LEFT ON AT ALL TIMES (24/7)



A1 STREET LEVEL PHASE PLAN
SCALE: 1/8" = 1'-0"



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TOOMEY ABBOTT TOWERS - LOBBY RENOVATION
SYRACUSE HOUSING AUTHORITY
1207 ALMOND STREET
SYRACUSE, NY 13202

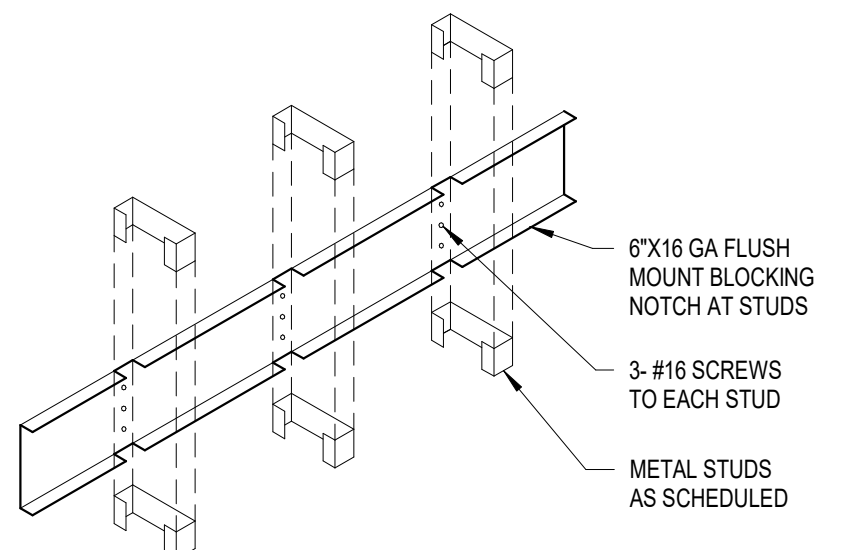
MARK	DATE	DESCRIPTION
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REVISIONS

PROJECT NO: A23.011.001
DATE: FEBRUARY 15, 2024
DRAWN BY: E. ROBISON
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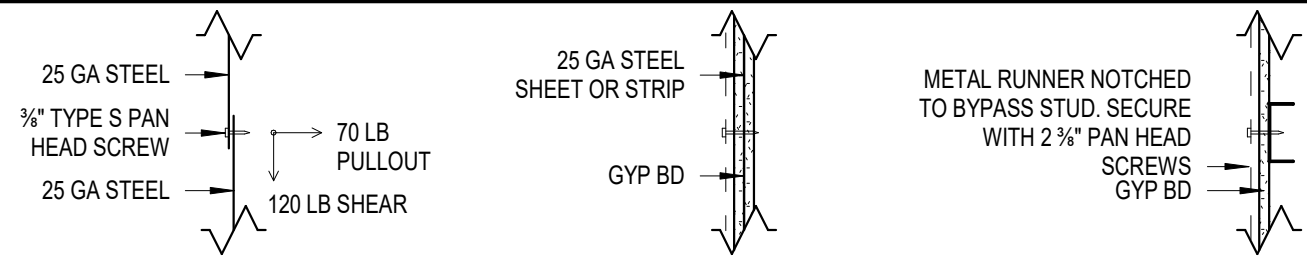
CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.

PHASING PLAN AND NOTES



NOTE:
 1. 2X6 FIRE TREATED WD BLOCKING IN PARTITIONS UP TO 2 HR. FIRE RATED.
 2. VERIFY MOUNTING HEIGHT

C1 ANCHOR PLATE DETAIL AT MTL STUD PARTITION
 SCALE: NOT TO SCALE



TYPICAL NOTES

- NON FIRE TREATED WOOD BLOCKING INSIDE OF INTERIOR PARTITION IS NOT ALLOWED.
- TREATED WOOD BLOCKING IS GENERALLY ACCEPTED FOR ROOFING AND WINDOW FRAMED OPENINGS ONLY. REVIEW WITH ARCHITECT ANY CONCERNS REGARDING BLOCKING. USE STAINLESS STEEL FOR ALL FASTENERS IN CONTACT WITH PRESERVATIVE TREATED WOOD.

ACOUSTICAL CAULK NOTES

- (WHERE ACOUSTICAL CAULK IS CALLED FOR ON THE DETAIL) SEAL PERIMETER AND ALL PIPE, DUCT, ETC. OPENINGS AND AROUND ELECTRICAL BOXES AND FIRE EXTINGUISHER CABINETS.

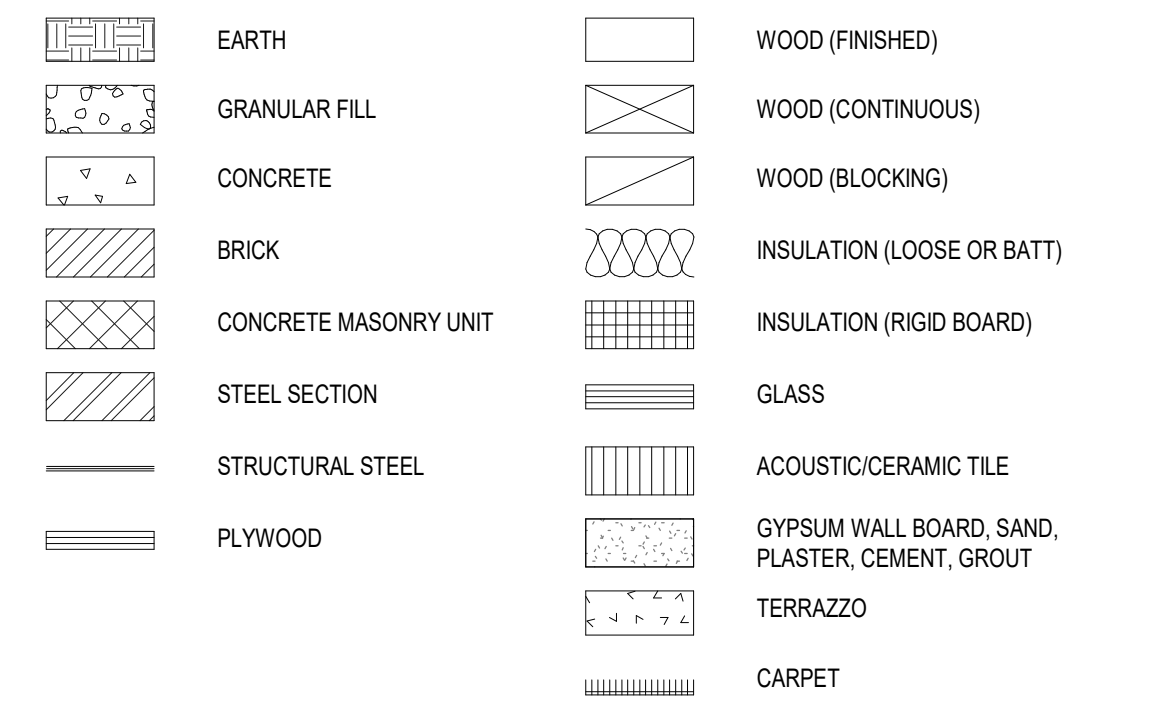
GENERAL NOTES

- ALL GYPSUM BOARD SHALL BE INSTALLED VERTICALLY WITH JOINTS STAGGERED WHERE THERE ARE TWO LAYERS.
- FIRE TAPE, SMOKE TIGHT ALL GYPSUM BOARD VENEER ABOVE CEILING OR OTHERWISE CONCEALED.
- SEE PARTITION TYPES FOR LOCATIONS OF ACOUSTIC AND THERMAL INSULATION.

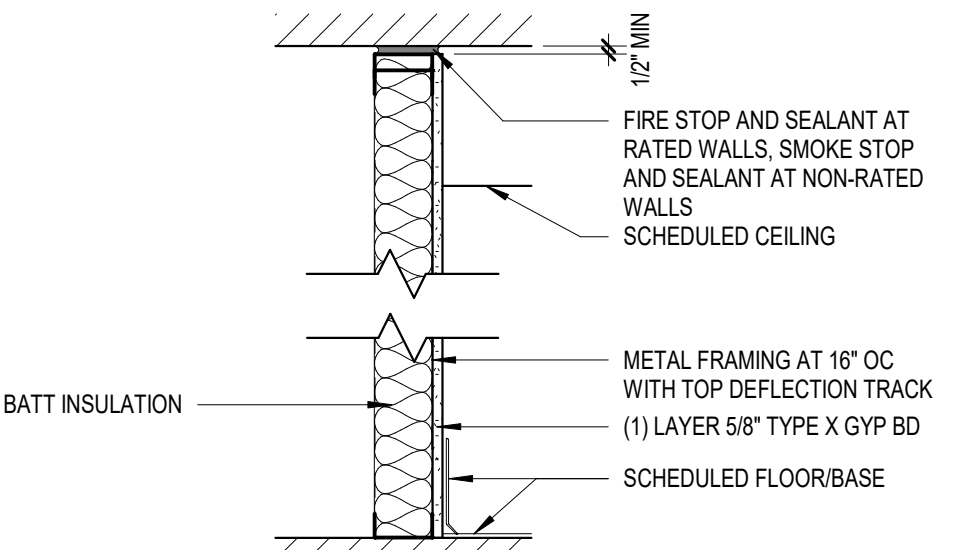
C2 TYPICAL ATTACHMENT DETAILS
 SCALE: NOT TO SCALE

- GENERAL WALL NOTES**
- THE TERM "WALL" AND "PARTITION" ARE USED INTERCHANGEABLY.
 - ALL DIMENSIONS ARE NOMINAL CENTERLINE OF METAL STUD PARTITION OR FACE OF MASONRY UNLESS OTHERWISE NOTED.
 - PROVIDE ACOUSTICAL SEALANT AT ALL PARTITION PERIMETERS, RUNNERS, ELECTRICAL OUTLETS, PENETRATIONS AND OPENINGS. TO MINIMIZE SOUND TRANSMISSION ELECTRICAL OUTLETS SHALL BE SEPARATED BY A MINIMUM OF ONE STUD, BACK TO BACK.
 - THE LOCATIONS OF FIRE RATED WALLS ARE SHOWN ON THE DRAWINGS. PENETRATIONS IN RATED ASSEMBLIES SHALL BE FIRE STOPPED TO MAINTAIN REQUIRED RATING.
 - WALL HEIGHTS:
 -ALL FIRE RATED WALLS SHALL BE FULL HEIGHT TO UNDERSIDE OF STRUCTURE. UNLESS OTHERWISE NOTED ON THE DRAWINGS ALL WALLS SHALL BE PARTIAL HEIGHT TO 6\"/>
 - LATERAL BRACING:
 -PROVIDE APPROPRIATE LATERAL BRACING FOR WALLS EXCEEDING THE UNBRACED HEIGHT INDICATED OR THOSE THAT DO NOT EXTEND TO STRUCTURE. SEE LATERAL BRACING DETAILS FOR ADDITIONAL REQUIREMENTS.
 - GYPSUM WALL BOARD CONSTRUCTION SHALL BE ISOLATED WITH CONTROL JOINTS WHERE:
 -PARTITIONS OR CEILINGS OF DISSIMILAR CONSTRUCTION MEET AND REMAIN IN THE SAME PLANE.
 -EXPANSION OR CONTROL JOINTS OCCUR IN THE BUILDING STRUCTURE OR WALL CONSTRUCTION.
 PROVIDE CONTROL JOINTS IN THE FACE OF GWB PARTITIONS AND CEILINGS WHEN THE SIZE OF THE SURFACE EXCEEDS THE FOLLOWING CONTROL JOINT SPACING:
 -PARTITIONS: 30\"/>
 - PROVIDE METAL STUD INSERT BLOCKING AT ALL WALLS RECEIVING WALL MOUNTED EQUIPMENT AND/OR ACCESSORIES. COORDINATE WITH ALL TRADES AND OWNER EQUIPMENT LAYOUTS.
 - SEE PARTITION TYPES FOR LOCATIONS OF ACOUSTIC AND THERMAL INSULATION.

C3 GENERAL WALL NOTES
 SCALE: NOT TO SCALE

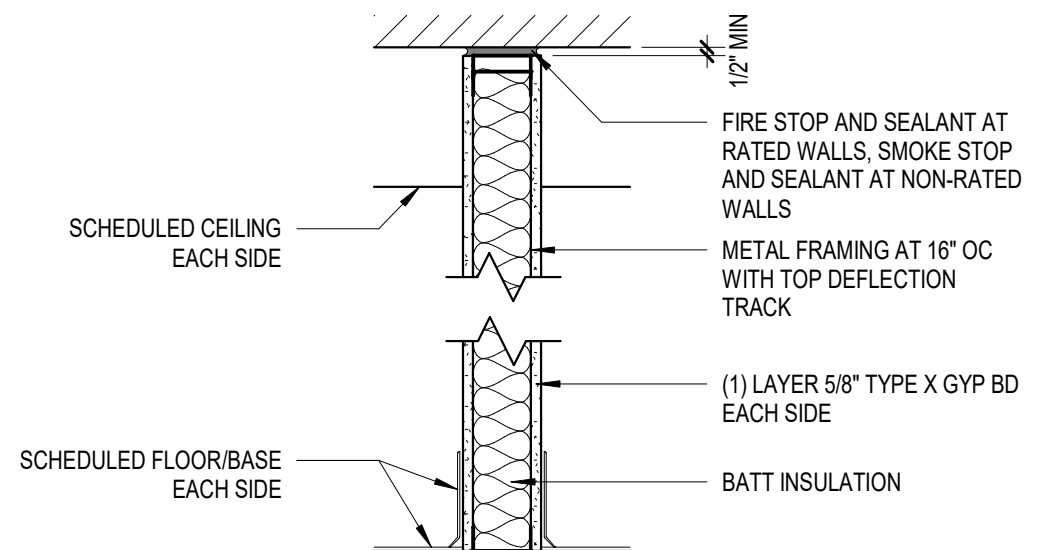


B3 MATERIAL LEGEND
 SCALE: NOT TO SCALE



TYPE	MATERIAL	DEPTH	STUD	FIRE RATING	UNBRACED HEIGHT	DESCRIPTION
MD3	GWB	4-1/4"	3-5/8"	-	-	-

1 HR RATING - UL DESIGN U420 (WHERE INDICATED) WHEN USED AS A DOUBLE CHASE WALL

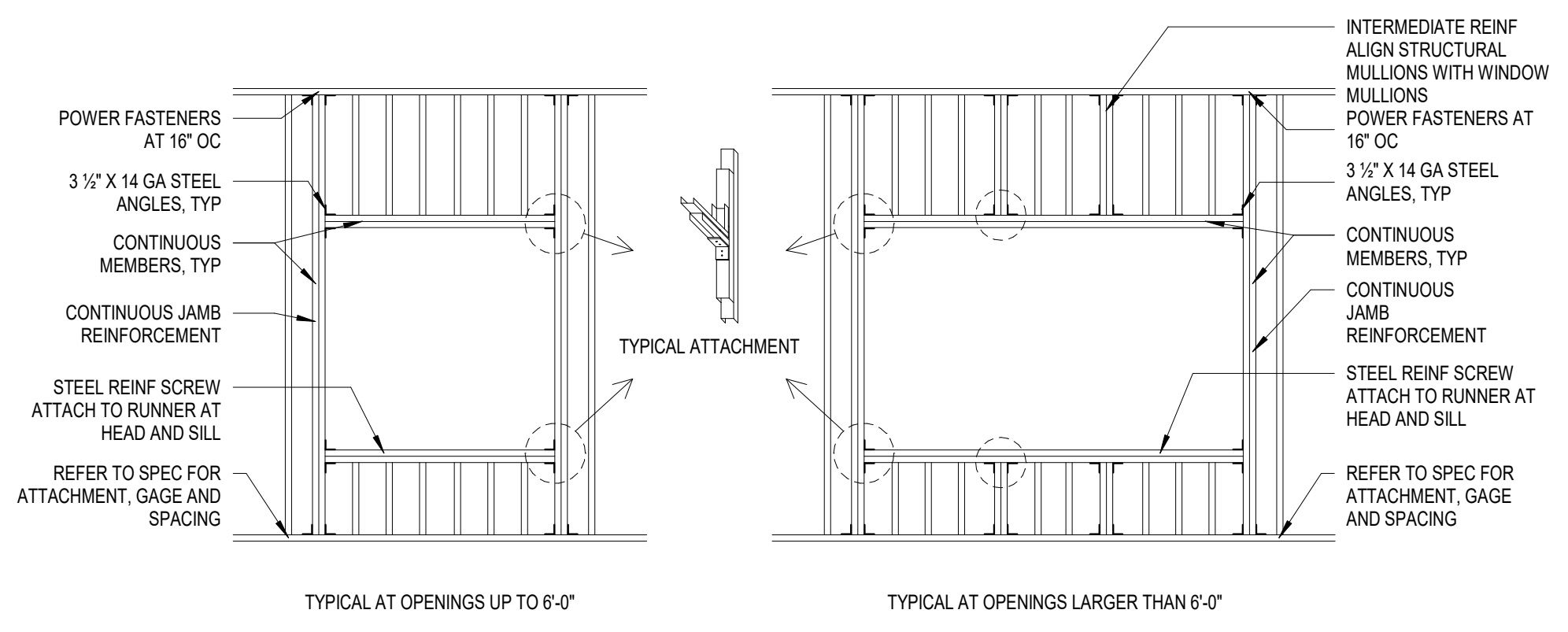


TYPE	MATERIAL	DEPTH	STUD	FIRE RATING	UNBRACED HEIGHT	DESCRIPTION
MA3	GWB	4-7/8"	3-5/8"	-	-	-

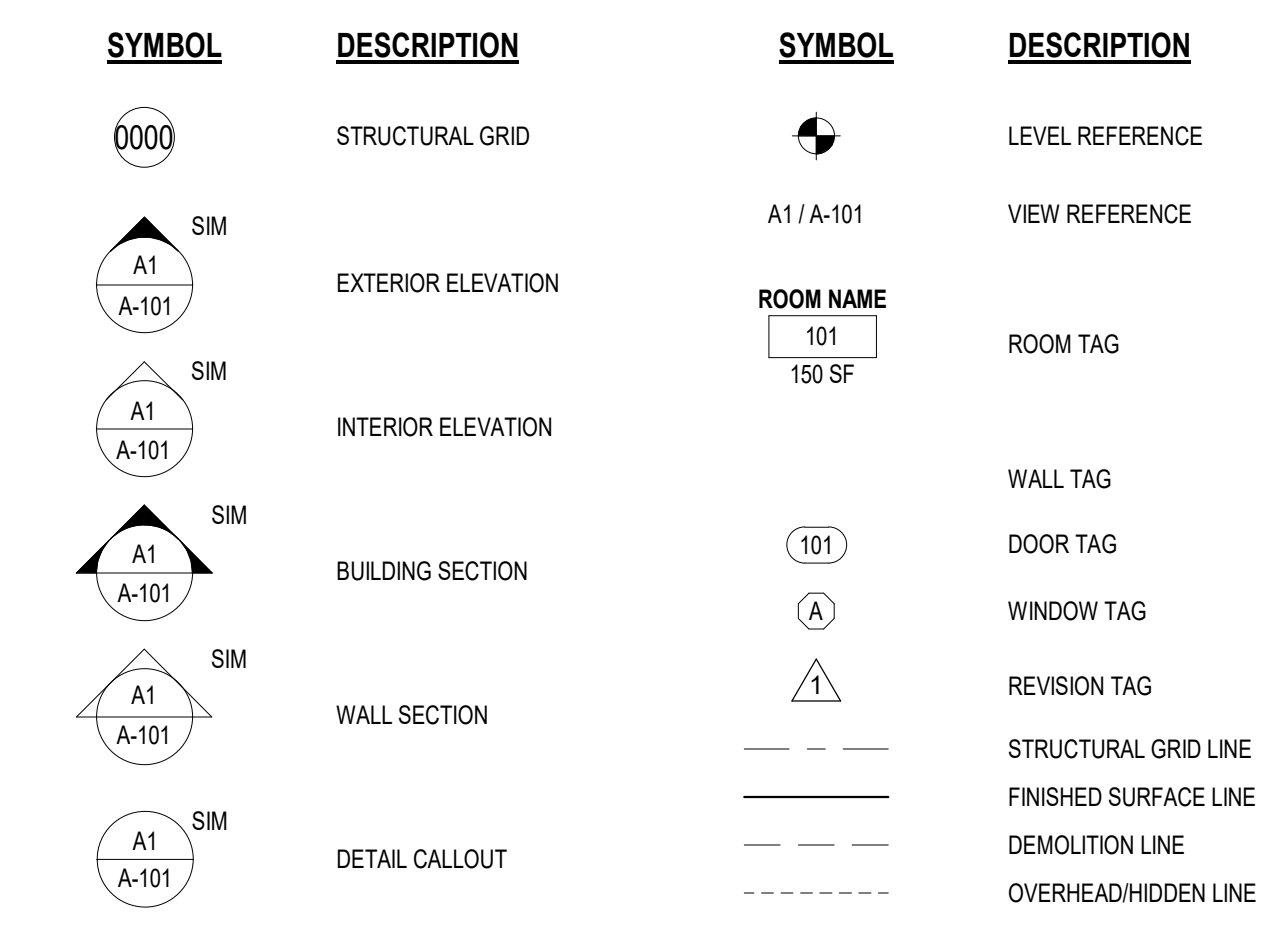
1 HR RATING - UL DESIGN U465 (WHERE INDICATED)

B2 WALL TYPE MA
 SCALE: NOT TO SCALE

B1 WALL TYPE MD
 SCALE: NOT TO SCALE



A1 TYPICAL DETAIL AT FRAMED OPENINGS
 SCALE: NOT TO SCALE



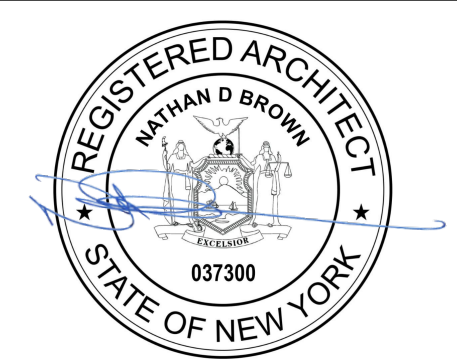
A3 SYMBOLS
 SCALE: NOT TO SCALE

A	AFF ABOVE FINISHED FLOOR ACT ACOUSTICAL CEILING TILE AMP ACOUSTICAL METAL PANEL ALUM ALUMINUM L ANGLE	L	LAM LAMINATE LAV LAVATORY L LENGTH / LONG LF LINEAL FEET LG LAMINATED GLASS LH LONG LEG HORIZONTAL LV LONG LEG VERTICAL LPT LOW POINT
B	BLK BLOCK BD BOARD BOT BOTTOM BLDG BUILDING BL BUILDING LINE	M	MFR MANUFACTURER MO MASONRY OPENING MATL MATERIAL MAX MAXIMUM MECH MECHANICAL MTL METAL MEZZ MEZZANINE MIN MINIMUM
C	CPT CARPET TILE CLKG CAULKING CLG CEILING CBB CEMENTITIOUS BACKER BOARD CTR CENTER CL CENTER LINE CT CERAMIC TILE CH BD CHALKBOARD CLR CLEAR / CLEARANCE CLO CLOSET COL COLUMN CONC CONCRETE CMU CONCRETE MASONRY UNIT CONT CONTINUOUS CJ CONTROL JOINT CG CORNER GUARD CORR CORRIDOR CTR COUNTER CRS COURSE(S) CRN CROWN	N	NOM NOMINAL NA NOT APPLICABLE NIC NOT IN CONTRACT NTS NUMBER NOT TO SCALE
D	DEMO DEMOLISH / DEMOLITION DET DETAIL DIA DIAMETER DIM DIMENSION DISP DISPENSER DN DOWN DWG DRAWING DF DRINKING FOUNTAIN	O	OC ON CENTER OPNG OPENING OPP OPPOSITE OD OUTSIDE DIAMETER OH OVERHEAD
E	EA EACH ELEC ELECTRIC EWC ELECTRIC WATER COOLER EL ELEVATION ELEV ELEVATION ENCL ENCLOSURE ENTR ENTRANCE EQ EQUAL EQUIP EQUIPMENT EXH EXHAUST EXIST EXISTING ETR EXISTING TO REMAIN EXP EXPANSION EJ EXPANSION JOINT EXP EXPOSED EXT EXTERIOR	Q	QT QUARRY TILE QTZ QUARTZ
F	FOF FACE OF FINISH FOM FACE OF MASONRY FOS FACE OF STUDS FOW FACE OF WALL FIF FACE TO FACE FT FEET/FOOT FRP FIBER REINFORCED POLYESTER FGL FIBERGLASS FIN FINISHED FF FINISH FLOOR FIN GR FINISH GRADE FFL FINISHED FLOOR FA FIRE ALARM FEC FIRE EXTINGUISHER CABINET FHC FIRE HOSE CABINET FP FIRE PROTECTION FRT FIRE RETARDANT FP FIREPROOF FKT FIXTURE FLASH FLASHING FLR FLOOR FD FLOOR DRAIN FTG FOOTING FOTN FOUNDATION FURN FURNISH FBO FURNISHED BY OTHERS FURG FURRED(ING)	R	R RADIUS REIN REINFORCE REOD REQUIRED RF RESILIENT FLOORING REV REVISION / REVISED R RISER RD ROOF DRAIN RL ROOF LEADER RTU ROOF TOP UNIT RM ROOM RO ROUGH OPENING RBR RUBBER RB RUBBER BASE
G	GA GAGE / GAUGE GALV GALVANIZED GC GENERAL CONTRACTOR GL GLASS GL BLK GLASS BLOCK GB GRAB BAR GRL GRILLE GWB GYPSUM BOARD	S	SCH SCHEDULE (D) SLANT SEALANT SLR SEALER SECT SECTION SHTHG SHEATHING SIM SIMILAR SD SOAP DISPENSER SAFB SOUND ATTENUATION FIBERGLASS BATT SPEC SPECIFICATION SF SQUARE FEET STN STAIN SS SOLID SURFACE SST STAINLESS STEEL STL STEEL STOR STORAGE STRUCT STRUCTURAL SUSP SUSPENDED SYS SYSTEM
H	HCP HANDICAPPED HANDR HANDRAIL HDWD HARDWOOD HT HEIGHT HP HIGH POINT HM HOLLOW METAL	U	UNFIN UNFINISHED UNON UNLESS OTHERWISE NOTED
I	IRWC IMPACT RESISTANT WALL COVERING ID INSIDE DIAMETER INSUL INSULATION / INSULATED INT INTERIOR	V	VB VAPOR BARRIER VR VAPOR RETARDER VTR VENT THROUGH ROOF VIF VERIFY IN FIELD VERT VERTICAL VEST VESTIBULE VCT VINYL COMPOSITION TILE VWB VINYL WALL BASE VWC VINYL WALL COVERING VP VISION PANEL
J	JAN CL JANITOR'S CLOSET	W	WSCOT WAINSCOT WCAB WALL CABINET WC WATER CLOSET W WIDE WG WIRE GLASS W WIRE MESH WM WOOD WD WOOD WBL WOOD BLOCKING
K	KD KNOCKDOWN		

A4 ABBREVIATION LIST
 SCALE: NOT TO SCALE



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TOOMEY ABBOTT TOWERS - LOBBY RENOVATION
SYRACUSE HOUSING AUTHORITY
 1207 ALMOND STREET
 SYRACUSE, NY 13202

MARK	DATE	DESCRIPTION
REVISIONS		

PROJECT NO: A23.011.001
 DATE: FEBRUARY 15, 2024
 DRAWN BY: E. ROBISON
 DESIGNED BY: E. ROBISON
 CHECKED BY: K. COLLINS, RA

CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.

SYMBOLS, ABBREVIATIONS, LEGENDS AND DETAILS

A-001

ARCHITECTURAL SPECIFICATIONS:

SELECTIVE DEMOLITION: NEATLY CUT OPENINGS AND HOLES PLUMB, SQUARE, AND TRUE TO DIMENSIONS REQUIRED. USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. USE HAND TOOLS OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING. NOT HAMMERS OR CHOPPERS. TEMPORARILY COVER OPENINGS TO REMAIN. FOR CONCRETE: DEMOLISH IN SMALL SECTIONS. USING POWER-DRIVEN SAW, CUT CONCRETE TO A DEPTH OF AT LEAST 3/4" AT JUNCTURES WITH CONSTRUCTION TO REMAIN. DISLODGE CONCRETE FROM REINFORCEMENT PERIMETER OF AREAS BEING DEMOLISHED. CUT REINFORCEMENT, AND THEN REMOVE REMAINDER OF CONCRETE. NEATLY TRIM OPENINGS TO DIMENSIONS INDICATED.

WOOD BLOCKING: ALL WOOD BLOCKING AT INTERIOR CONSTRUCTION SHALL BE FIRE RETARDANT TREATED BY PRESSURE PROCESS.

PLASTIC LAMINATE CASEWORK: PROVIDE MANUFACTURED PLASTIC-LAMINATE-FACED CASEWORK, COMPLYING WITH AIA'S "ARCHITECTURAL WOODWORKING STANDARDS," CUSTOM GRADE. PROVIDE CERTIFICATES FROM AIA'S CERTIFICATION PROGRAM. CABINET DESIGN IS FLUSH OVERLAY. COLORS AND PATTERNS: SEE FINISH SCHEDULE.
EXPOSED MATERIAL: HIGH-PRESSURE DECORATIVE LAMINATE COMPLYING WITH NEMA LD 3. GRADE HGS FOR HORIZONTAL APPLICATIONS AND GRADE VGS FOR VERTICAL APPLICATION. COLORS AND PATTERNS: SEE FINISH SCHEDULE.
SEMIEXPOSED MATERIAL: PROVIDE THERMOSET DECORATIVE PANELS FOR SEMIEXPOSED SURFACES UNLESS OTHERWISE INDICATED. PARTICLEBOARD FINISHED WITH THERMALLY FUSED, MELAMINE-IMPREGNATED DECORATIVE PAPER AND COMPLYING WITH REQUIREMENTS OF NEMA LD 3. GRADE VGL. FOR TEST METHODS 3.3, 3.4, 3.6, 3.8, AND 3.10. PROVIDE PLASTIC LAMINATE OF SAME GRADE AS EXPOSED SURFACES FOR INTERIOR FACES OF DOORS AND DRAWER FRONTS AND OTHER LOCATIONS WHERE OPPOSITE SIDE OF COMPONENT IS EXPOSED.
PARTICLEBOARD: ANSI A208.1, GRADE M-2.
EDGE-BANDING: RIGID PVC EXTRUSIONS, THROUGH COLOR WITH SATIN FINISH, 3 MM THICK AT DOORS AND DRAWER FRONTS, 1 MM THICK ELSEWHERE.
HINGES: FRAMELESS CONCEALED HINGES (EUROPEAN TYPE), BHMA A156.9, TYPE B01602, 135 DEGREES OF OPENING, SELF-CLOSING. PROVIDE TWO HINGES FOR DOORS LESS THAN 48 INCHES HIGH, AND PROVIDE THREE HINGES FOR DOORS MORE THAN 48 INCHES HIGH.
PULLS: RICHELIEU #22135, FINISH #184. PROVIDE TWO PULLS FOR DRAWERS MORE THAN 24 INCHES WIDE.
DOOR CATCHES: ZINC-PLATED OR DELTA, SELF-ALIGNING, PERMANENT MAGNET CATCH. PROVIDE TWO CATCHES ON DOORS MORE THAN 48 INCHES HIGH.
DRAWER SLIDES: BHMA A156.9, TYPE B05091.
DRAWER AND HINGED DOOR LOCKS: CYLINDRICAL (CAM) TYPE, FIVE-PIN TUMBLER, BRASS WITH CHROME-PLATED FINISH, AND COMPLYING WITH BHMA A156.11, GRADE 1.

INTERIOR ARCHITECTURAL WOOD WORK: COMPLY WITH THE ARCHITECTURAL WOODWORK STANDARDS FOR GRADES OF INTERIOR ARCHITECTURAL WOODWORK INDICATED FOR CONSTRUCTION, FINISHES, INSTALLATION, AND OTHER REQUIREMENTS. PROVIDE INTERIOR STANDING AND RUNNING TRIM FOR TRANSPARENT FINISH PREMIUM GRADE. DO NOT USE VENEERED CONSTRUCTION. SEE MATERIALS SCHEDULE FOR WOOD SPECIES, CUT AND FINISH SEE FINISH SCHEDULE. PROVIDE SAMPLES FOR VERIFICATION.

FIRESTOPPING: PROVIDE FIRESTOPPING SYSTEMS THAT RESIST THE SPREAD OF FIRE, SMOKE AND OTHER GASES, AND MAINTAIN THE ORIGINAL FIRE-RESISTANCE RATING OF CONSTRUCTION PENETRATED. FIRESTOPPING SYSTEMS SHALL BEAR CLASSIFICATION MARKINGS OF A QUALIFIED TESTING AGENCY (UL, INTERTEK GROUP, FM GLOBAL).

JOINT SEALANTS: PROVIDE SEALANTS AS FOLLOWS:
TYPICAL INTERIOR JOINTS (EXCEPT PLUMBING FIXTURES): ACRYLIC LATEX, ASTM C 834, TYPE OP, GRADE NF.
EXTERIOR JOINTS: SILICONE, SINGLE-COMPONENT, NONSAG, NEUTRAL-CURING SILICONE JOINT SEALANT; ASTM C 920, TYPE S, GRADE NS, CLASS 100/50, USE NT.

HOLLOW METAL DOORS, FRAMES AND SIDELIGHTS: HEAVY-DUTY DOORS AND FRAMES SDA1250.8, LEVEL 2.
DOORS SHALL BE UNCOATED STEEL SHEET MINIMUM THICKNESS 0.042 INCH. EDGE CONSTRUCTION SHALL BE MODEL 2, SEAMLESS, MINERAL BOARD CORE.
DOOR FRAMES AND SIDELIGHTS SHALL BE UNCOATED STEEL SHEET MINIMUM THICKNESS 0.053 INCH. ALL FRAMES SHALL BE FULL PROFILE WELD, PRIMED FINISH.
FIRE RATED ASSEMBLIES SHALL COMPLY WITH NFPA 80.
STUD WALL TYPE: JAMB ANCHORS DESIGNED TO ENGAGE STUD, WELDED TO BACK OF FRAMES; NOT LESS THAN 0.042 INCH THICK, AND LOCATED NOT MORE THAN 18 INCHES FROM THE TOP AND BOTTOM OF THE FRAME AND NOT MORE THAN 32 INCHES O.C.

SLIDING AUTOMATIC ENTRANCES: PROVIDE BESAM SL500 BI-PARTING, FOUR EQUAL PANEL UNIT WITH TWO OPERABLE LEAVES AND TWO FIXED SIDELITES, TWO-WAY TRAFFIC PATTERN, SLIDING LEAVES EMERGENCY BREAKAWAY CAPABILITY, OVERHEAD HEADER INSTALLED BETWEEN JAMBS. SLIDING AUTOMATIC ENTRANCE WITH STILE AND RAIL PANELS AS MANUFACTURED BY ASSA ABLOY.
MATERIAL: EXTRUDED ALUMINUM, ALLOY 6063-T5.
DOOR PANELS SHALL HAVE A MINIMUM .125 INCH (3.2 MM) STRUCTURAL WALL THICKNESS INCLUDING ADJOINING HORIZONTAL MEMBERS AND PERIMETER FRAMES WHERE APPLICABLE.
DOOR CONSTRUCTION SHALL BE BY MEANS OF AN INTEGRATED CORNER BLOCK WITH 3/8 INCH ALL-THREAD THROUGH BOLT FROM EACH STILE.
GLASS STOPS SHALL BE .062 INCH (1.6 MM) WALL THICKNESS AND SHALL PROVIDE SECURITY FUNCTION AS A STANDARD BY MEANS OF A FIXED NON-REMOVABLE EXTERIOR SECTION WITH GLAZING TO BE PERFORMED FROM THE INTERIOR ONLY.
VERTICAL STILES SHALL BE WIDE STILE 5 INCH.
BOTTOM RAILS SHALL BE 10 INCH.
INTERMEDIATE MUNTIN SHALL BE 4 INCH.
GLAZING SHALL COMPLY WITH ANSI Z97.1, THICKNESS AS INDICATED.
1. GLAZING SLIDING PANELS AND SIDELITE PANELS 1" CLEAR INSULATED WITH TEMPERED PANES
2. GLAZING TRANSOM PANEL 1" CLEAR INSULATED SAFETY GLASS, TRANSOM GLAZING SHALL MEET THE COLOR, CLARITY, SOLAR COATING AND PERFORMANCE REQUIREMENTS OF THE ENTRANCE GLAZING.
DOOR CARRIERS - MANUFACTURER'S STANDARD CARRIER ASSEMBLY THAT ALLOWS VERTICAL ADJUSTMENT.
FRAMING MEMBERS - VERTICAL JAMBS 1-3/4" BY 4-1/2"
HEADER

1. MANUFACTURER'S STANDARD EXTRUDED ALUMINUM HEADER WITH A REPLACEABLE ALUMINUM TRACK EXTENDING FULL WIDTH OF ENTRANCE UNIT. HEADER TO CONCEAL DOOR OPERATORS, CARRIER ASSEMBLIES, AND ROLLER TRACK; COMPLETE WITH HINGED ACCESS PANEL FOR SERVICE OF DOOR OPERATOR, AND CONTROLS. HEADER SIZE 4-1/2"
2. HEADER HEIGHT INCLUDING THE SENSOR PLATE CAP WHICH SPANS THE CLEAR DOOR OPENING WIDTH IS 8 INCHES (203.2 MM) HIGH.
3. HEADER ACCESS: CONTINUOUS HINGE AT TOP OF HEADER ALLOWS COVER TO SWING AND ALLOW COMPLETE ACCESS TO OPERATOR AND INTERNAL ELECTRONIC AND MECHANICAL ASSEMBLIES.
4. DESIGN: CLOSED HEADER WHEN DOORS IN CLOSED POSITION

HARDWARE
1. PROVIDE MANUFACTURER'S STANDARD HARDWARE AS REQUIRED FOR OPERATION INDICATED.
2. BREAKAWAY ARMS AND BOTTOM PIVOT ASSEMBLIES SHALL BE SUPPLIED BY THE MANUFACTURER AND SHALL BE ADJUSTABLE TO COMPLY WITH APPLICABLE CODES.
3. MAGNETIC CATCH(S) TO RETAIN BREAKOUT DOOR AND SIDELITE PANELS IN THE CLOSED POSITION.
4. HYDRAULIC CLOSER(S) TO RETURN BREAKOUT DOOR AND SIDELITE PANELS TO THE CLOSED POSITION.
5. MAGNETIC CATCH(S) TO RETAIN BREAKOUT DOOR AND SIDELITE PANELS IN THE CLOSED POSITION.
6. WIND RESISTANT HYDRAULIC DAMPER TO CONTROL MOVEMENT OF BREAKOUT PANELS.
7. ELECTRIFIED SLIDE LOCK SHALL AUTOMATICALLY LOCK THE SLIDING FUNCTION OF ALL SLIDING DOOR PANELS WITHIN THE ENTRANCE WHEN THE DOOR PANELS ARE IN THE CLOSED POSITION.
FALL SECURE OPERATION: SLIDE LOCK SHALL LOCK THE SLIDING FUNCTION OF THE DOOR PANELS UPON LOSS OF POWER.
EXIT DEVICES SHALL LOCK THE BREAKOUT FUNCTION WHILE ALLOWING EMERGENCY EGRESS AT ALL TIMES. EXIT DEVICES IN COMBINATION WITH THE AUTOMATIC SLIDE LOCKING HARDWARE TO BE PROVIDED ON SECURED DOORS. AUTOMATIC LOCKING FOR THE SLIDING DOOR WHEN THE DOOR CONTROL SWITCH IS IN THE CLOSED POSITION.
FLUSH MOUNTED ADAMS-RITE F86 SERIES, CONCEALED VERTICAL ROD EXIT DEVICES MOUNTED TO THE LEADING SLIDING PANELS.

FIXED SIDELITE ENTRANCE THRESHOLD: 1/4 INCH (6.4 MM) HIGH CONTINUOUS ALUMINUM THRESHOLD SHALL SPAN THE WIDTH OF THE SLIDING DOOR HEADER AND FIT BETWEEN THE VERTICAL FRAMING MEMBERS. THRESHOLD SHALL BE RAMPPED EACH SIDE TO COMPLY WITH ADA REQUIREMENTS. ALUMINUM GUIDE TRACK IS INTEGRATED INTO THE BOTTOM OF THE SIDELITE PORTION OF THE DOOR ASSEMBLY.
DOOR OPERATORS AND CONTROLS
10. DOOR OPERATOR AND CONTROLLER - ELECTRO-MECHANICAL CONTROLLED UNIT UTILIZING A HIGH-EFFICIENCY, ENERGY EFFICIENT, DC MOTOR REQUIRING A MAXIMUM OF 3 AMP CURRENT DRAW, ALLOWING 5 OPERATORS ON ONE 20 AMP CIRCUIT. THE SUPPLIED SYSTEM SHALL HAVE THE CAPABILITY TO OPERATE AT FULL PERFORMANCE WELL BEYOND A BROWN OUT AND HIGH LINE VOLTAGE CONDITIONS (85V - 265V) SENSING CHANGES AND ADJUSTING AUTOMATICALLY. THE OPERATOR SHALL ALLOW AN ADJUSTABLE HOLD OPEN TIME DELAY OF 0 TO 60 SECONDS AND HAVE INTERNAL SOFTWARE TO INCORPORATE A SELF-DIAGNOSTIC SYSTEM.

OPERATING TEMPERATURE RANGE: -31 F TO 130 F
11. MICROPROCESSOR CONTROL BOX - MODULAR CONTROL UNIT TO ALLOW FOR CHANGING TECHNOLOGY. FACTORY-ADJUSTED CONFIGURATION WITH OPENING AND CLOSING SPEEDS SET TO COMPLY WITH ANSIBHMA A156.10 REQUIREMENTS AND ELECTRONIC DAMPENING TO REDUCE WEAR ON DRIVE TRAIN. SHOULD THE DRIVE TRAIN OPERATIONS DEVIATE FROM DESIGN CRITERIA RANGES, WATCHDOG CONTROL CIRCUIT MONITORING WILL ASSUME COMMAND OF THE SYSTEM AND SHUT DOWN THE AUTOMATIC FUNCTION ALLOWING A SECONDARY SUPERVISORY CIRCUIT TO PERFORM AS A BACKUP. CONTROL UNIT SHALL ALLOW THE FOLLOWING FUNCTIONS:
1. DIAGNOSTIC WITH THE ABILITY TO PRODUCE APPLICATION DATA.
2. MODE SELECTOR CONTROL.
3. MULTI-POSITION KEYED CYLINDER| MODE SELECTOR CONTROL SHALL ALLOW SELECTION OF THE INDICATED FUNCTIONS TO BE ENGAGED WHEN SWITCH IS TURNED TO THE APPROPRIATE SETTING.
4. MODE SELECTOR CONTROL MOUNTING: CONTROL SHALL BE MOUNTED AS INDICATED: JAMB MOUNTED.
5. MODE SELECTOR CONTROL TO ALLOW THE FOLLOWING FUNCTIONS:

SLIDING AUTOMATIC ENTRANCES CONTINUED:

- 6. OFF-TRAFFIC OPERATION: DOOR SHALL BE LOCKED TO PREVENT UNAUTHORIZED OPERATION FROM THE INTERIOR.
7. "EXIT ONLY" ONE WAY TRAFFIC WITH AUTOMATIC OPERATION FROM THE INTERIOR.
8. "TWO WAY TRAFFIC" ALLOWING AUTOMATIC OPERATION FROM EXTERIOR AND INTERIOR.
9. "PARTIAL OPENING" ENERGY SAVING DOOR POSITION ALLOWS DOOR TO AUTOMATICALLY ADJUST OPENING WIDTH BASED ON AMOUNT OF USAGE, THAT IS, FULL OPEN DURING HIGH USE AND PARTIAL OPEN DURING LOW USE. THE CONTROL FOR THIS SETTING IS PROGRAMMABLE ALLOWING ADJUSTMENT TO BOTH THE USAGE SETTING AND THE OPENING WIDTH.
10. "HOLD OPEN" DOORS ACTIVATED AND HELD IN THE FULL OPEN POSITION.
ACTIVATION AND SAFETY CONTROL DEVICES
1. PROVIDE THE TYPES OF ACTIVATION AND SAFETY DEVICES SPECIFIED IN ACCORDANCE WITH ANSIBHMA STANDARDS, FOR THE CONDITION OF EXPOSURE AND FOR LONG-TERM, MAINTENANCE-FREE OPERATION UNDER NORMAL TRAFFIC LOAD FOR TYPE OF OCCUPANCY INDICATED. COORDINATE ACTIVATION AND SAFETY DEVICES WITH DOOR OPERATOR AND DOOR OPERATOR MECHANISMS.
2. COMBINATION ACTIVATION MOTION SENSOR/SAFETY PRESENCE SENSOR.
3. SHALL BE A SLIDING DOOR SENSOR UTILIZING K-BAND MICROWAVE TECHNOLOGY TO DETECT MOTION AND FOCUSED ACTIVE INFRARED TECHNOLOGY TO DETECT PRESENCE, COMBINED IN A SINGLE HOUSING SURFACE MOUNTED ON EACH SIDE OF THE HEADER.
4. PRESENCE SENSOR SHALL REMAIN ACTIVE AT ALL TIMES.
5. THE SENSOR SHALL COMMUNICATE WITH THE AUTOMATIC DOOR OPERATOR THROUGH A SELF-MONITORING CONNECTION THAT ALLOWS THE DOOR TO GO INTO A FAIL-SAFE MODE PREVENTING THE DOOR FROM CLOSING IN THE EVENT OF A SENSOR FAILURE.
6. MOTION/PRESENCE DETECTING SENSORS TO BE FIELD INSTALLED AND ADJUSTED.
ELECTRICAL
1. HIGH-EFFICIENCY DC MOTOR: MAXIMUM OF 3 AMP CURRENT DRAW, ALLOWING 5 OPERATORS TO RUN ON ONE 20 AMP CIRCUIT.
2. POWER: SELF-DETECTING LINE VOLTAGE CAPABLE CONTROL, 120 VAC THROUGH 240 VAC, 50/60 HZ, 3 AMP MINIMUM INCOMING POWER WITH SOLID EARTH GROUND CONNECTION FOR EACH DOOR SYSTEM.
3. KEY IMPULSE INPUT: INPUT FOR CARD READERS OR REMOTE ACTIVATION WITH INDEPENDENT ADJUSTABLE HOLD OPEN DELAY.
4. WIRING: SEPARATE INTERNAL CHANNEL RACEWAY FREE FROM MOVING PARTS.
5. BROWN OUT / HIGH VOLTAGE CAPABILITY: SYSTEM HAS CAPABILITY TO OPERATE AT FULL PERFORMANCE WELL BEYOND BROWN OUT AND HIGH VOLTAGE LINE CONDITIONS (85 V - 265 V) SENSING CHANGES AND ADJUSTING AUTOMATICALLY.
6. CONVENIENCE BATTERY: SHALL BE CONCEALED IN HEADER AND CAPABLE OF FULL OPERATION WITH BLACKOUT CONDITIONS, INCLUDING SENSOR CAPABILITIES FOR MINIMUM OF 100 CYCLES.
7. ALUMINUM FINISHES - COMPLY WITH NAAMMS "METAL FINISHES MANUAL FOR ARCHITECTURAL AND METAL PRODUCTS" FOR RECOMMENDATIONS FOR APPLYING AND DESIGNATING FINISHES. AAMA 611, CUSTOM ANODIZED TO MATCH ARCHITECT'S SAMPLE.
INSTALLATION
1. DO NOT INSTALL DAMAGED COMPONENTS. FIT FRAME JOINTS TO PRODUCE HAIRLINE JOINTS FREE OF BURRS AND DISTORTION. RIGIDLY SECURE NON-MOVEMENT JOINTS.
2. ENTRANCES: ALL AUTOMATIC ENTRANCES PLUMB AND TRUE IN ALIGNMENT WITH ESTABLISHED LINES AND GRADES WITHOUT WARP OR RACK OF FRAMING MEMBERS AND DOORS. ANCHOR SECURELY IN PLACE.
3. INSTALL SURFACE MOUNTED HARDWARE USING CONCEALED FASTENERS TO GREATEST EXTENT POSSIBLE.
4. SET HEADERS, CARRIER ASSEMBLIES, TRACKS, OPERATING BRACKETS AND GUIDES LEVEL AND TRUE TO LOCATION WITH ANCHORAGE FOR PERMANENT SUPPORT.
5. DOOR OPERATORS: CONNECT DOOR OPERATORS TO ELECTRICAL POWER DISTRIBUTION SYSTEM AS SPECIFIED.
6. GLAZING: SLIDING AUTOMATIC ENTRANCE DOOR PANELS IN ACCORDANCE WITH THE GLASS ASSOCIATION OF NORTH AMERICA (GANA) GLAZING MANUAL. PUBLISHED RECOMMENDATIONS OF GLASS PRODUCT MANUFACTURER, AND PUBLISHED INSTRUCTIONS OF AUTOMATIC ENTRANCE SYSTEM MANUFACTURER.
7. SEALANTS: COMPLY WITH REQUIREMENTS SPECIFIED IN DIVISION 7 SECTION "JOINT SEALANTS" TO PROVIDE A WEATHER TIGHT INSTALLATION. SET THRESHOLDS, BOTTOM GUIDE AND TRACK SYSTEMS AND FRAMING MEMBERS IN FULL BED OF SEALANT. SEAL PERIMETER OF FRAMING MEMBERS WITH SEALANT.
8. SIGNAGE: APPLY SIGNAGE ON BOTH SIDES OF EACH DOOR AND SIDELITE AS REQUIRED BY ANSIBHMA A156.10 AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.
ADJUSTING - ADJUST DOOR OPERATORS, CONTROLS AND HARDWARE FOR SMOOTH AND SAFE OPERATION AND FOR WEATHER TIGHT CLOSURE. ADJUST DOORS IN COMPLIANCE WITH ANSIBHMA A156.10. VERIFY INSTALLATION AND ALIGNMENT OF ALL ENTRANCE WEATHER-STRIPPING AS REQUIRED FOR COMPLIANCE WITH SPECIFIED AIR INFILTRATION REQUIREMENTS.
BEFORE PLACING DOORS INTO OPERATION, A AADM CERTIFIED TECHNICIAN SHALL INSPECT AND APPROVE DOORS FOR COMPLIANCE WITH ANSIBHMA A156.10. CERTIFIED TECHNICIAN SHALL BE APPROVED BY THE MANUFACTURER.
CLEAN ADJACENT SURFACES SOILED BY DOOR INSTALLATION. CLEAN GLASS AND METAL SURFACES PROMPTLY AFTER INSTALLATION. REMOVE EXCESS SEALANTS, COMPOUNDS, DIRT AND OTHER SUBSTANCES. REPAIR DAMAGES TO MATCH ORIGINAL FINISH.
ENGAGE A FACTORY-AUTHORIZED REPRESENTATIVE TO TRAIN OWNER'S MAINTENANCE PERSONNEL TO ADJUST, OPERATE, AND MAINTAIN SAFE OPERATION OF THE DOOR.

ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS: PROVIDE T14000 SERIES ALUMINUM CENTER GLAZED STORFRONT FRAMING SYSTEM AS MANUFACTURED BY TUBELITE. 2" x 4 1/2" THERMALLY BROKEN FRAME. 4 1/2" HIGH SILLS. STRUCTURAL SILICONE GLAZED.

- ALUMINUM EXTRUSIONS:
A. ALLOY 6063-T6 OR 6063-T5 IN ACCORDANCE WITH ASTM B221, AND EXTRUDED WITHIN COMMERCIAL TOLERANCES AND FREE FROM DEFECTS THAT IMPAIR STRENGTH AND/OR DURABILITY.
NOT LESS THAN 0.075" WALL THICKNESS AT ANY LOCATION FOR THE MAIN FRAME.
COMPLY WITH ASTM B221: 6063-T6 ALLOY AND TEMPER
FASTENERS: ALUMINUM, NONMAGNETIC STAINLESS STEEL OR OTHER MATERIALS MUST BE NON-CORROSIVE AND COMPATIBLE WITH ALUMINUM MEMBERS, TRIM HARDWARE, ANCHORS, AND OTHER COMPONENTS.
ANCHORS, CLIPS AND ACCESSORIES: ALUMINUM, NONMAGNETIC STAINLESS STEEL, OR ZINC-COATED STEEL OR IRON COMPLYING WITH ASTM B 456 FOR TYPE S3 SEVERE SERVICE CONDITIONS, OR ZINC-COATED STEEL OR IRON COMPLYING WITH ASTM B 633 FOR S3 SEVERE SERVICE CONDITIONS OR OTHER SUITABLE ZINC COATING. REINFORCING MEMBERS MUST PROVIDE SUFFICIENT STRENGTH TO WITHSTAND THE DESIGN PRESSURE.
SEALANT: FOR SEALANTS REQUIRED WITHIN FABRICATED STOREFRONT SYSTEM, PROVIDE PERMANENTLY ELASTIC, NON-SHRINKING, AND NON-MIGRATING TYPE RECOMMENDED BY SEALANT MANUFACTURER FOR JOINT SIZE AND MOVEMENT.
THERMAL BARRIER: POUR AND DEBRIDGE THERMAL BARRIER SHALL BE A TWO PART CHEMICALLY CURING POLYURETHANE CASTING RESIN POURED IN PLACE. SPECIFIED THERMAL BARRIER EXTRUSION POUR VERTICES SHALL BE MECHANICALLY LANCED OR AZO-BRANDED TO SECURE THE THERMAL BARRIER MATERIAL. CONTINUOUS EXTRUDED POLYURETHANE WITH 25% GLASS FIBER REINFORCING, MECHANICALLY CRIMPED INTO CROSS-KNURLED CAVITIES AT VERTICAL FILLER EXTRUSION. THERMAL BREAK SHALL BE DESIGNED IN ACCORDANCE WITH AAMA TR-A8 AND TESTED IN ACCORDANCE WITH AAMA 505.
GLAZING GASKETS: MANUFACTURER'S STANDARD COMPRESSION TYPES, REPLACEABLE, EXTRUDED EPDM RUBBER.
BOND-BREAKER TAPE: MANUFACTURER'S STANDARD TFE-FLUOROCARBON OR POLYETHYLENE MATERIAL TO WHICH SEALANTS WILL NOT DEVELOP ADHESION.
STRUCTURAL SEALANT: ASTM C 1184. SINGLE-COMPONENT NEUTRAL-CURING SILICONE FORMULATION THAT IS COMPATIBLE WITH THE SYSTEM COMPONENTS WITH WHICH IT COMES IN CONTACT. ALL SEALANTS SHALL COMPLY WITH APPLICABLE PROVISIONS OF AAMA 800 AND/OR FEDERAL SPECIFICATIONS FS-11-001 AND 002 SERIES.
SPACERS AND SETTING BLOCKS: MANUFACTURER'S STANDARD ELASTOMERIC TYPE.
FINISH: TUBELITE CLASS 1 - COLOR ANODIZE COATING (0.7 MILS THICK MIN) AA-110C21444, COLOR - BLACK.
CONTRACTOR TO VERIFY EXISTING ROUGH OPENING DIMENSIONS.
INSTALLATION: COMPLY WITH DRAWINGS, SHOP DRAWINGS, AND MANUFACTURER'S WRITTEN INSTRUCTIONS FOR INSTALLING ALUMINUM-FRAMED STOREFRONT SYSTEM, ACCESSORIES, AND OTHER COMPONENTS. INSTALL SO THAT COMPONENTS ARE LEVEL, PLUMB, SQUARE, AND TRUE TO LINE, ARE WITHOUT DISTORTION AND DO NOT IMPEDE THERMAL MOVEMENT, ARE ANCHORED SECURELY IN PLACE TO STRUCTURAL SUPPORT, ARE IN PROPER RELATION TO WALL FLASHING AND OTHER ADJACENT CONSTRUCTION, SET SILL MEMBERS IN BED OF SEALANT OR WITH GASKETS, FOR WEATHER-TIGHT CONSTRUCTION, CLEAN GLASS AND ALUMINUM SURFACES AFTER INSTALLATION, REMOVE EXCESS SEALANTS, GLAZING MATERIALS, DIRT AND OTHER SUBSTANCES, REPAIR OR REPLACE DAMAGED INSTALLED PRODUCTS INCLUDING GLASS.

DOOR HARDWARE: SEE THE DOOR SCHEDULE FOR HARDWARE SETS. FINISHES ARE US26D UNLESS OTHERWISE NOTED. PROVIDE PRODUCTS AS FOLLOWS:

- HINGES: BHMA A156.1, FIVE-KNUCKLE HEAVY WEIGHT FULL MORTISE HINGES, 4-1/2"X 4-1/2"NON-REMOVABLE PINS, 180 DEGREE SWING, BOD ASSA ABLOY HES MACPRO MPB89 NRP, STAINLESS STEEL.
LOCKSETS: BHMA A156.13, SECURITY GRADE 1, MORTISE LOCKSETS, CORBIN RUSSWIN ML2000 SERIES, MATCH CORBINRUSSWIN "NEWPORT" LEVER TRIM, SATIN CHROMIUM PLATED FINISH, FUNCTION AS INDICATED WITH HARDWARE SET.
LOCK CYLINDERS: BEST SPIC SERIES - 7 PIN.
KEYING: KEYING AND CYLINDER NEEDS WILL BE COORDINATED WITH OWNER.
DOOR CLOSERS: BHMA A156.4, GRADE 1 SURFACE CLOSER WITH ALUMINUM COVER, MODERN TYPE WITH MECHANISM ENCLOSED IN COVER, 180 DEGREE OPENING, PARALLEL ARM AT PUSH SIDE MOUNTED APPLICATION. BOD ASSA ABLOY NORTON 8000 SERIES - 8501 X 1/8 X SNE134-38 PARALLEL ARM.
HOLD OPEN: BHMA A156.16, ALUMINUM LEVER-TYPE DOOR HOLDER, GRADE 1, MINIMUM 4" LONG ARM THAT SWINGS UP AND REMAIN IN VERTICAL POSITION WITH REPLACEABLE RUBBER TIP.
POWER SUPPLY: BOD ASSA ABLOY SECURITRON - AQD6 SERIES
POWER TRANSFER: BOD ASSA ABLOY SECURITRON - EL-CEPT SERIES
AUTOMATIC OPERATOR: BOD HORTON SERIES HD-SWING S4100 OPERATOR - SINGLE/PAIR, SURFACE MOUNT SIDE ACCESS WITH OUTSWING ARM ASSEMBLY
ELECTRIC STRIKE: BOD ASSA ABLOY HES SMART STRIKE 1006CS-1224D-630 WITH LATCH GUARD (150)
ELECTRIFIED EXIT DEVICES: BOD ASSA ABLOY CORBIN RUSSWIN ED5000 SERIES, FAIL SECURE.
MAGNALOCK: BOD: ASSA ABLOY SECURITRON IMXD6 DELAYED EGREE MAGNLOCK.

DOOR HARDWARE CONTINUED:

- DOOR GASKETING: BHMA A156.22.
1. MAXIMUM AIR LEAKAGE WHEN TESTED IN ACCORDANCE WITH ASTM E283 WITH TESTED DIFFERENTIAL OF 0.3-INCH WG AS FOLLOWS:
a. GASKETING ON SINGLE DOORS - 0.3 CFM/SQ FT OF DOOR OPENING.
b. GASKETING ON DOUBLE DOORS - 0.5 CFM/SQ FT OF DOOR OPENING.
2. ADHESIVE-BACKED PERIMETER GASKETING: SILICONE BULB GASKET MATERIAL APPLIED TO FRAME RABBET WITH SELF-ADHESIVE.
3. ASTRAGALS: ASTM E 90, PEMKO, S772D SELF-ADHESIVE SILICONE MEETING STILE ASTRAGAL SEAL, DARK BROWN.
WALL STOPS: IVES, W5401402-CYX SERIES, NON-TOXIC.
SLENCERS: BHMA A156.16, GRADE 1, NEOPRENE OR RUBBER, 1/2 INCH MINIMUM DIAMETER, FABRICATED FROM DRILLED-IN APPLICATION TO FRAME.

NON-STRUCTURAL METAL FRAMING: STEEL STUDS AND RUNNERS, PER ASTM C 645, 0.033 INCH THICK, IN DEPTHS INDICATED ON DRAWINGS. HOT DIPPED GALVANIZED COATING PER ASTM A 653. INSTALL AS PER ASTM C 754 AND MANUFACTURER'S RECOMMENDATIONS. SUSPENDED CEILING INCLUDE 1-1/2 INCH CARRYING CHANNELS COLD-ROLLED, COMMERCIAL-STEEL SHEET WITH A BASE-METAL THICKNESS OF 0.0638 INCH AND MINIMUM 1/2 INCH WIDE FLANGES, AND SHIPPED FURRING CHANNELS ASTM C645, 0.0179 INCH THICK, 7/8 INCH DEEP. WIRE HANGERS SHALL BE ASTM A 641, CLASS 1 ZINC COATING, SOFT TEMPER, 0.16 INCH IN DIAMETER.

GYPSUM BOARD: PROVIDE 5/8" THICK, COMPLYING WITH ASTM C 1396, TYPE "X". APPLY GYPSUM BOARDS VERTICALLY(PARALLEL TO FRAMING). AT MULTILAYER APPLICATIONS, APPLY GYPSUM BOARD WITH JOINTS OF BASE LAYERS LOCATED OVER STUD AND FACE-LAYER JOINTS OFFSET AT LEAST ONE STUD WITH BASE-LAYER JOINTS. INSTALL CORNER BEADS AT OUTSIDE CORNERS. TREAT JOINTS WITH PAPER REINFORCING TAPE AND DRYING TYPE ALL PURPOSE COMPOUND. FINISH LEVELS PER ASTM C 840, LEVEL 4 FOR ALL SURFACES EXPOSED TO VIEW.

CERAMIC TILING: PROVIDE 8" X 48" RECTANGULAR GLAZED CERAMIC TILE AND 3" X 18" CHEVRON GLAZED CERMIC TILE COMPLYING WITH ANSI A137.1. AS MANUFACTURED BY CAESAR CERAMICS "COCOON" "PEACE". PROVIDE LATICRETE HYDROBRAN WATERPROOF MEMBRANE AND CRACK INSULATION. PROVIDE LATICRETE MULTIMAX LITE THINSET OR EQUAL. THINSET TO BE BAGGED CEMENTITIOUS POWDER TO BE MIXED ONLY WITH WATER. THINSET TO BE IN COMPLIANCE/MEETS WITH ANSI A118.4, ANSI A118.11 AND ISO 13007-1 C2PEP1 CLASSIFICATION. PROVIDE LATICRETE PERMACOLOR GROUT OR EQUAL. GROUT TO BE HIGH-PERFORMANCE TILE GROUT IN COMPLIANCE WITH ANSI A118.7 AND CONFORMS TO ISO 13007 AND EN 13888. PROVIDE GROUT MANUFACTURER'S FULL RANGE OF COLORS TO BE SELECTED BY ARCHITECT. THINSET AND GROUT PRODUCTS MUST BE COMPATIBLE. INSTALL THINSET, TILE AND GROUT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. OBTAIN TILE FROM SINGLE SOURCE OR PRODUCER. OBTAIN INGREDIENTS OF A UNIFORM QUALITY FOR EACH MORTAR, ADHESIVE, AND GROUT COMPONENT FROM SINGLE MANUFACTURER AND EACH AGGREGATE FROM SINGLE SOURCE OR PRODUCER.

ACOUSTIC PANEL CEILINGS: INSTALL ACOUSTICAL PANEL CEILINGS ACCORDING TO ASTM C 636 AND MANUFACTURER'S WRITTEN INSTRUCTIONS. SUSPENSION SYSTEM SHALL COMPLY WITH ASTM C 635, COMMERCIAL QUALITY COLD ROLLED FORMED STEEL, HEAVY DUTY DOUBLE WEB CONSTRUCTION, 9/16 INCH EXPOSED TEE PROFILE. SEE MATERIALS SCHEDULE.

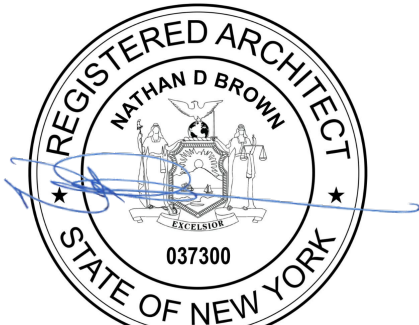
WALL COVERING: PROVIDE MOMENTUM WALL COVERING "NAVARE" - A202-834 SILVER/PINK" AS MANUFACTURED BY MOMENTUM. PROVIDE MOMENTUM VERSAGUARD WALL PROTECTION "FUJI - TPY3-139555 DOVETAIL" AS MANUFACTURED BY J. MOMENTUM. WALL PROTECTION IS .032" - .038" THICK WITH A PVP PROTECTIVE CAP FILM. BACK IS HEAVY POLYESTER/COTTON KNIT. FIRE RATED CLASS A PER ASTM E-84. NPA 286. IMPACT RESISTANCE: ASTM D-5420: 24 TO 100+ INCH-LBS. ABRASION RESISTANCE: ASTM D-4080: 200 CYCLES, 0.02% WEIGHT LOSS. CHEMICAL RESISTANCE ASTM D-1308 AND CLEANING AND STAIN RESISTANCE ASTM F-793: AFTER 7 DAYS NO CHANGE. STREPTOVERTICILLIUM RETICULUM STAIN RESISTANCE ASTM E1428: NO VISIBLE STAIN. MEETS CALIFORNIA 01360 SPECIFICATION FOR LOW VOC EMISSIONS. FUNGAL RESISTANCE ASTM G-21 AND BACTERIAL RESISTANCE ASTM G-22: NO GROWTH. PREPARE SURFACES AND INSTALL WALL PROTECTION IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

INTERIOR PAINTING: PROVIDE SYSTEMS INDICATED BELOW PER MASTER PAINTERS INSTITUTE (MPI) STANDARDS. ACCEPTABLE MANUFACTURERS ARE BENJAMIN MOORE, SHERWIN WILLIAMS, OR GLIDDEN.
GYPSUM BOARD & WOOD SUBSTRATES: PROVIDE INSTITUTIONAL LOW ODOR/VOC LATEX SYSTEM, MPI INT 9.2M - G3 "EGGSHELL" FINISH TYPICAL.
CONCRETE SUBSTRATES (NONTRAFFIC): PROVIDE INSTITUTIONAL LOW-ODOR/VOC LATEX SYSTEM, MPI INT 3.1M - G3 "EGGSHELL" FINISH TYPICAL.
FINISH SUBSTRATES: PROVIDE WATER-BASED LIGHT INDUSTRIAL COATING SYSTEM, MPI INT 5.1B - G5 "SEMI-GLOSS" FINISH.

WALL PROTECTION: PROVIDE SURFACE-MOUNTED, 6" STAINLESS STEEL BASE, STAINLESS STEEL END CAPS WITH 2" WING AND STAINLESS STEEL CORNER GUARDS WITH 1 1/2" WING, FABRICATED AS ONE PIECE FROM FORMED OR EXTRUDED STAINLESS STEEL WITH FORMED EDGES; WITH 90 OR 135 DEGREE TURN TO MATCH WALL CONDITION. PROVIDE ALL CORNER GUARDS FROM A SINGLE SOURCE. STAINLESS STEEL TYPE 304, 16-GAUGE, IN NO. 4 SATIN FINISH. SEE FINISH SCHEDULE.



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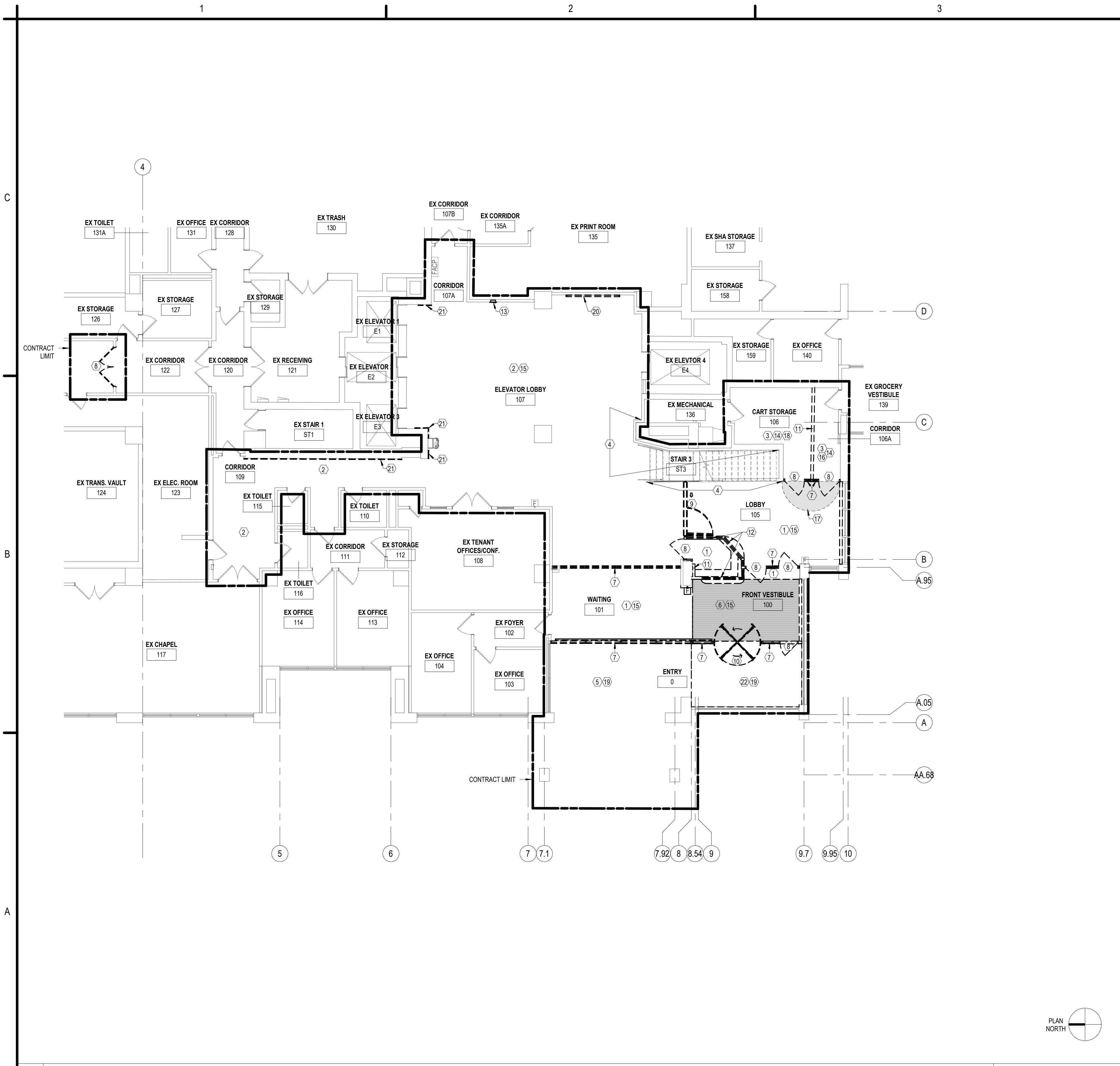
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REVISIONS

Table with 2 columns: PROJECT NO., DATE, DRAWN BY, DESIGNED BY, CHECKED BY

ARCHITECTURAL SPECIFICATIONS

A-002



A1 FIRST FLOOR DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

GENERAL DEMOLITION NOTES

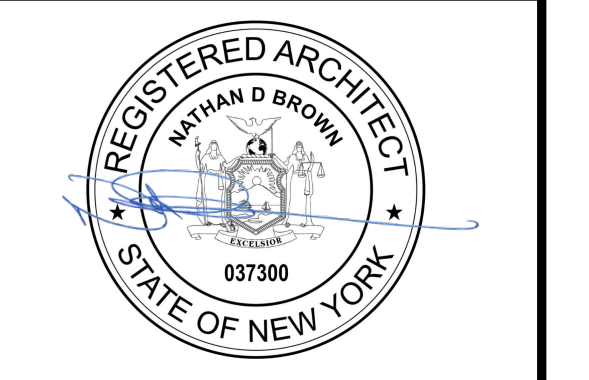
- 1 PROTECT ALL EXISTING FINISH SURFACES TO REMAIN. PATCH EXISTING CONSTRUCTION TO MATCH ADJACENT FINISHES IN THE CASE OF REMOVALS AS REQUIRED BY THE WORK (IE PIPE PENETRATIONS, REMOVAL OF WALL AND BASE CABINETS, RECEPTACLES ETC.). CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE RESULTING FROM HIS WORK WHETHER INSIDE OR OUTSIDE THE CONTRACT LIMIT LINE.
- 2 REMOVE EXISTING FLOORING AT AREAS DESIGNATED TO RECEIVE NEW FLOORING. PROVIDE SMOOTH, FLUSH AND LEVEL FLOOR TO RECEIVE FINISHES. PATCH AND LEVEL FLOOR THROUGHOUT.
- 3 UNLESS OTHERWISE NOTED, REMOVE ALL WALLS AND FINISHES DOWN TO STRUCTURAL STEEL AND CONCRETE FLOORS, WITHIN THE CONTRACT LIMIT AREA, AS REQUIRED TO ACCOMMODATE THE WORK. COORDINATE ALL NECESSARY DEMO WORK WITH THE NEW WORK, INCLUDING ALL ADDITIONS, ALTERATIONS AND EXTENSIONS TO THE STRUCTURE.
- 4 COORDINATE REMOVAL OF LIGHT FIXTURES WITH ELECTRICAL DEMOLITION DRAWINGS.
- 5 PROTECT/ MAINTAIN ALL EXISTING FIRE PROTECTION AND FIRE RESISTANCE RATED CONSTRUCTION.
- 6 REMOVE CORNER GUARDS AND WALL PROTECTION WITHIN THE CONTRACT LIMIT LINE.
- 7 REMOVE EXISTING WALL COVERINGS AND PREPARE SURFACE FOR SCHEDULED FINISHES WITHIN THE CONTRACT LIMIT LINE.
- 8 REMOVE ALL WALL COVERINGS AND WALL ACCESSORIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: WALL PAPER, PEG BOARD, TACK BOARDS, MARKER BOARDS, MARKER AND WHITE BOARDS, LOCKERS, MIRRORS, COUNTERS AND SHELVING BRACKETS, CLOCKS, ARTWORK, SIGNAGE, SOAP AND TOWEL DISPENSERS, ETC. TURN OVER TO OWNER.
- 9 REMOVE ALL CASEWORK WITHIN CONTRACT LIMIT LINE.
- 10 AT ALL PARTITION REMOVALS PATCH ALL REMAINING EXPOSED SURFACES TO MATCH ADJACENT SURFACES / FINISHES.
- 11 IT IS THE INTENT OF THE REMOVAL PLAN IS TO SHOW THE GENERAL NATURE OF THE DEMOLITION SCOPE OF WORK. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR VISITING THE JOB SITE AND VERIFYING THE EXISTING CONDITIONS. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- 12 COORDINATE AND VERIFY WITH THE OWNER ALL ITEMS TO BE SALVAGED PRIOR TO REMOVAL. THESE ITEMS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: LIGHT FIXTURES, DOORS/FRAMES AND HARDWARE, CASEWORK, PLUMBING FIXTURE, ARTWORKS.
- 13 GENERAL CONTRACTOR IS TO MAINTAIN SEPARATION BETWEEN AREAS OUTSIDE THE SCOPE OF WORK BY PROVIDING PLASTIC SHEATHING BETWEEN SPACES AND/OR TEMPORARILY TAPING OF JOINTS AND CAPS TO PREVENT DUST MIGRATION.
- 14 CONDUCT DEMOLITION AND THE REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH STREETS, WALKS AND OTHER ADJACENT OCCUPIED BUILDINGS. COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS FOR RECYCLING AND TREATMENT OF ITEMS TO BE RECYCLED.
- 15 DISPOSE OF ALL DEMOLISHED OR REMOVED MATERIALS LEGALLY OFF THE SITE. COMPLY WITH ALL LOCAL HAULING AND DISPOSAL REQUIREMENTS.
- 16 UTILITIES TO REMAIN IN SERVICE DURING DEMOLITION SHALL BE MAINTAINED AND PROTECTED AGAINST DAMAGE.
- 17 SCHEDULE ALL SERVICE SHUT-DOWNS WITH THE OWNER. NOTIFY THE OWNER A MINIMUM OF ONE (1) WEEK AND ADDITIONALLY ONE (1) HOUR PRIOR TO SHUT DOWNS.
- 18 UPON COMPLETION AND DAILY THROUGHOUT CONSTRUCTION, CLEAN THE ENTIRE WORK AREA TO A TIDY, UNIFORM CONDITION; REMOVING ALL DEBRIS, DUST PARTITIONS AND ASSOCIATED MATERIALS USED DURING DEMOLITION. CLEAN ALL AREAS IMPACTED BY DEMOLITION, INCLUDING BUT NOT LIMITED TO, ADJACENT OCCUPIED AREAS AND AREAS NOT WITHIN THE SCOPE OF WORK.
- 19 ABANDONMENT OF ITEMS OR UNUSED UTILITIES IN PLACE IS STRICTLY PROHIBITED, UNLESS SPECIFICALLY PERMITTED BY OWNER.
- 20 DISPOSAL OF ALL DEBRIS AND DEMOLISHED MATERIALS SHALL BE CONTRACTORS RESPONSIBILITY. DEBRIS REMOVAL SHALL BE PROMPT AND GENERAL CLEAN-UP SHALL OCCUR DAILY.
- 21 FIRE AND SMOKE DETECTION DEVICES SHALL REMAIN OPERATIONAL DURING DEMOLITION AND CONSTRUCTION. PROTECT FIRE AND SMOKE DETECTION DEVICES FROM DUST, DAMAGE AND DEBRIS.

B4 GENERAL DEMOLITION NOTES
SCALE: NOT TO SCALE

DEMOLITION KEYNOTES	
1	REMOVE EXISTING QUARRY TILE AND TILE BASE IN ITS ENTIRETY.
2	REMOVE EXISTING LVT AND TILE BASE IN ITS ENTIRETY.
3	REMOVE EXISTING VCT AND RUBBER BASE IN ITS ENTIRETY.
4	REMOVE EXISTING WALL TILE IN ITS ENTIRETY.
5	PROTECT EXISTING CONCRETE FLOOR TO REMAIN.
6	REMOVE EXISTING RECESSED FLOOR MAT IN ITS ENTIRETY. CAP EXISTING FLOOR DRAIN. INFILL AND LEVEL EXISTING CONCRETE SLAB AS REQUIRED FOR NEW FLOORING. MATCH EXISTING SLAB CONSTRUCTION - 4" SLAB ON GRADE WITH 6X6 - W1.4XW1.4 WELDED WIRE FABRIC.
7	REMOVE EXISTING WALL AND STOREFRONT IN ITS ENTIRETY.
8	REMOVE DOOR, FRAME AND HARDWARE IN ITS ENTIRETY.
9	REMOVE AUTOMATIC DOOR AND STOREFRONT IN ITS ENTIRETY.
10	REMOVE REVOLVING DOOR IN ITS ENTIRETY.
11	REMOVE WALL IN ITS ENTIRETY TO EXTENTS SHOWN.
12	REMOVE EXISTING WALL, COUNTERTOP AND STOREFRONT IN ITS ENTIRETY.
13	REMOVE EXISTING RECESSED FIRE EXTINGUISHER CABINET IN ITS ENTIRETY. FIRE EXTINGUISHER TO BE RELOCATED TO A NEW FIRE EXTINGUISHER CABINET.
14	REMOVE EXISTING WALL PROTECTION IN ITS ENTIRETY.
15	REMOVE EXISTING ACT GRID AND TILES IN ITS ENTIRETY. NEW ACT CEILING GRID TO BE IN SAME LOCATION AS EXISTING.
16	REMOVE EXISTING ACOUSTIC CEILING TILES AND ADHESIVE IN THEIR ENTIRETY.
17	EXISTING ACOUSTIC CEILING TILES TO REMAIN ON UNDERSIDE OF OVERHANG.
18	PREP UNDERSIDE OF SLAB FOR NEW ACOUSTIC CEILING TILES TO BE ADHERED.
19	REMOVE EXISTING 1" EXTERIOR INSULATION SYSTEM WITH 5/8" EXTERIOR GWB SHEATHING BACKUP. FRAMING TO REMAIN.
20	REMOVE, PROTECT AND STORE EXISTING ARTWORK. TO BE REINSTALLED.
21	REMOVE EXISTING RAILINGS IN THEIR ENTIRETY.
22	EXISTING CONCRETE SLAB TO BE SAWCUT AND REMOVED

A4 DEMOLITION KEYNOTES
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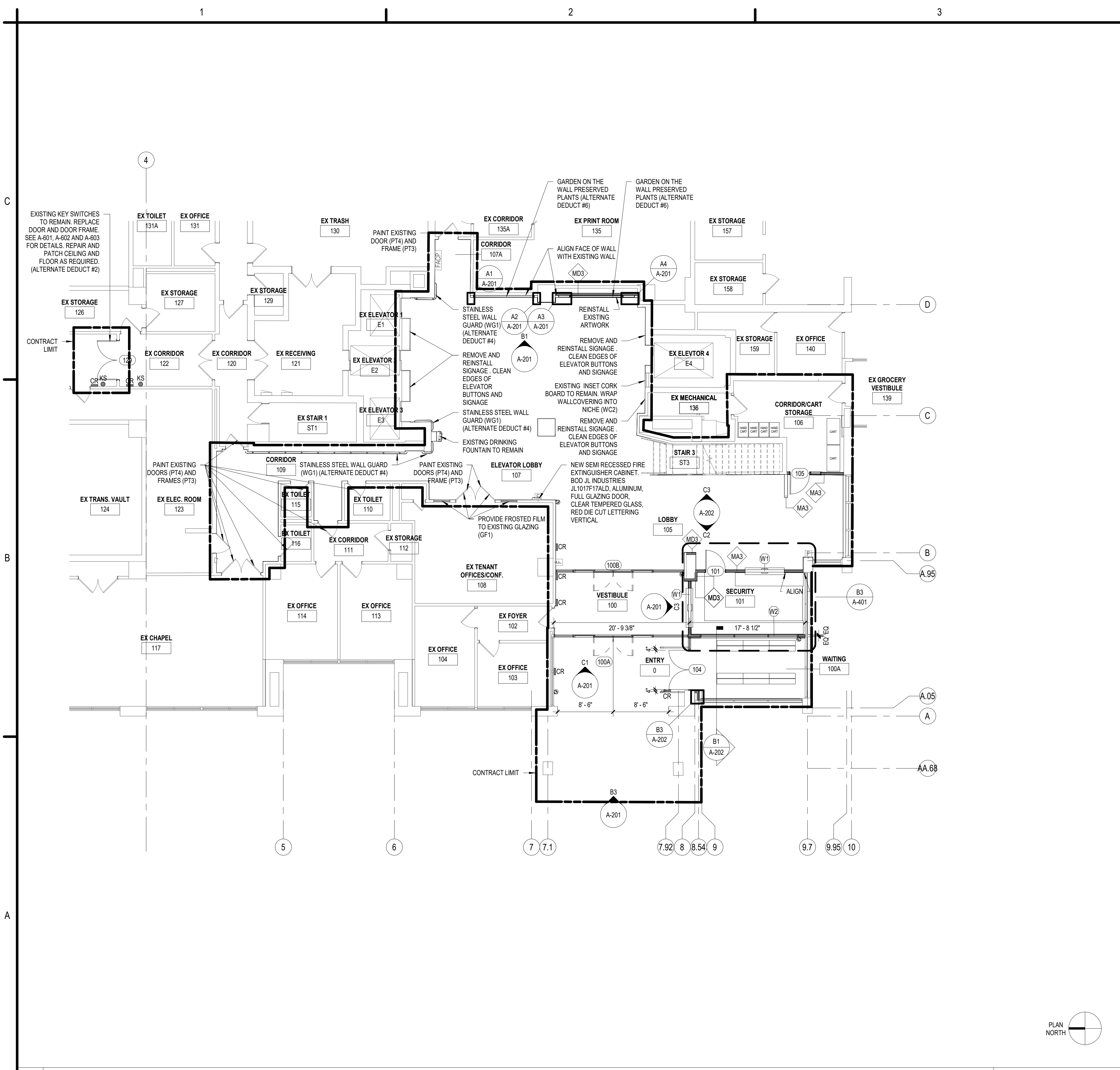


**TOOMEY ABBOTT TOWERS - LOBBY
RENOVATION
SYRACUSE HOUSING AUTHORITY
1207 ALMOND STREET
SYRACUSE, NY 13202**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: A23.011.001		
DATE: FEBRUARY 15, 2024		
DRAWN BY: E. ROBISON		
DESIGNED BY: E. ROBISON		
CHECKED BY: K. COLLINS, RA		
CONTRACTOR SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY THE OWNER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS BEFORE PROCEEDING WITH ANY CONSTRUCTION.		

**DEMOLITION PLAN -
STREET LEVEL**

AD-101



GENERAL NOTES

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- ALL WOOD COMPONENTS, ROUGH AND FINISHED, IN CORRIDORS, FIRE STAIRS, AND LOBBIES SHALL RECEIVE FIRE RETARDING TREATMENT (FRT).
- ROOM NUMBERING IS FOR CONSTRUCTION PURPOSES ONLY. ACTUAL ROOM NUMBERING TO BE COORDINATED WITH OWNER PRIOR TO ANY SCHEDULING OR LABELING.
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- MAINTAIN EXISTING FIRE PROOFING AND FIRE RATED CONSTRUCTION. PATCH AS NEEDED TO MEET REQUIREMENTS AS PER CODE CONFORMANCE DRAWINGS.
- PROVIDE EXPANSION JOINT COVERS AT ALL EXPOSED INTERIOR AND EXTERIOR JOINTS.
- NOTES ON ONE DETAIL OR DRAWING APPLY TO ALL SIMILAR DETAILS OR DRAWINGS.
- ALL DIMENSIONS ARE TO CENTER OF FRAMING, FACE OF MASONRY UNIT, OR FINISHED FACE OF EXISTING CONSTRUCTION.
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- EXTEND ALL PARTITIONS FROM FLOOR TO UNDERSIDE OF DECK ABOVE UNLESS OTHERWISE INDICATED. MAKE THIS JOINT SMOKE TIGHT AND FIRESTOP AT RATED PARTITIONS.
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MEANS AND METHODS

THE GENERAL CONTRACTOR (G.C.) AND ALL SUB-CONTRACTORS SHALL EXECUTE THE DESIGN-INTENT ILLUSTRATED (EVEN IF THE DESIGN-INTENT IS NOT FULLY DETAILED) ON THESE DOCUMENTS WITHOUT EXCEPTION.

CONSTRUCTION METHODOLOGY ALSO KNOWN AS "MEANS AND METHODS" SHALL BE THE RESPONSIBILITY OF THE G.C. AND MAY BE DETERMINED AS JOB CONDITIONS DICTATE. IT IS UNDERSTOOD THAT THE ARCHITECT WILL NOT PROVIDE THE "MEANS AND METHODS" OF CONSTRUCTION WHICH WILL BE THE SOLE RESPONSIBILITY OF THE G.C. BASED UPON HIS OR HER CONSTRUCTION EXPERIENCE AND ABILITY.

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B4 GENERAL NOTES
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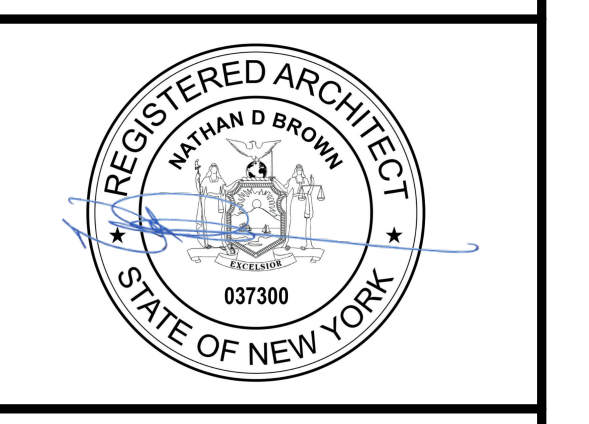
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PLAN NORTH

0 4' 8' 16'

A4 LEGEND
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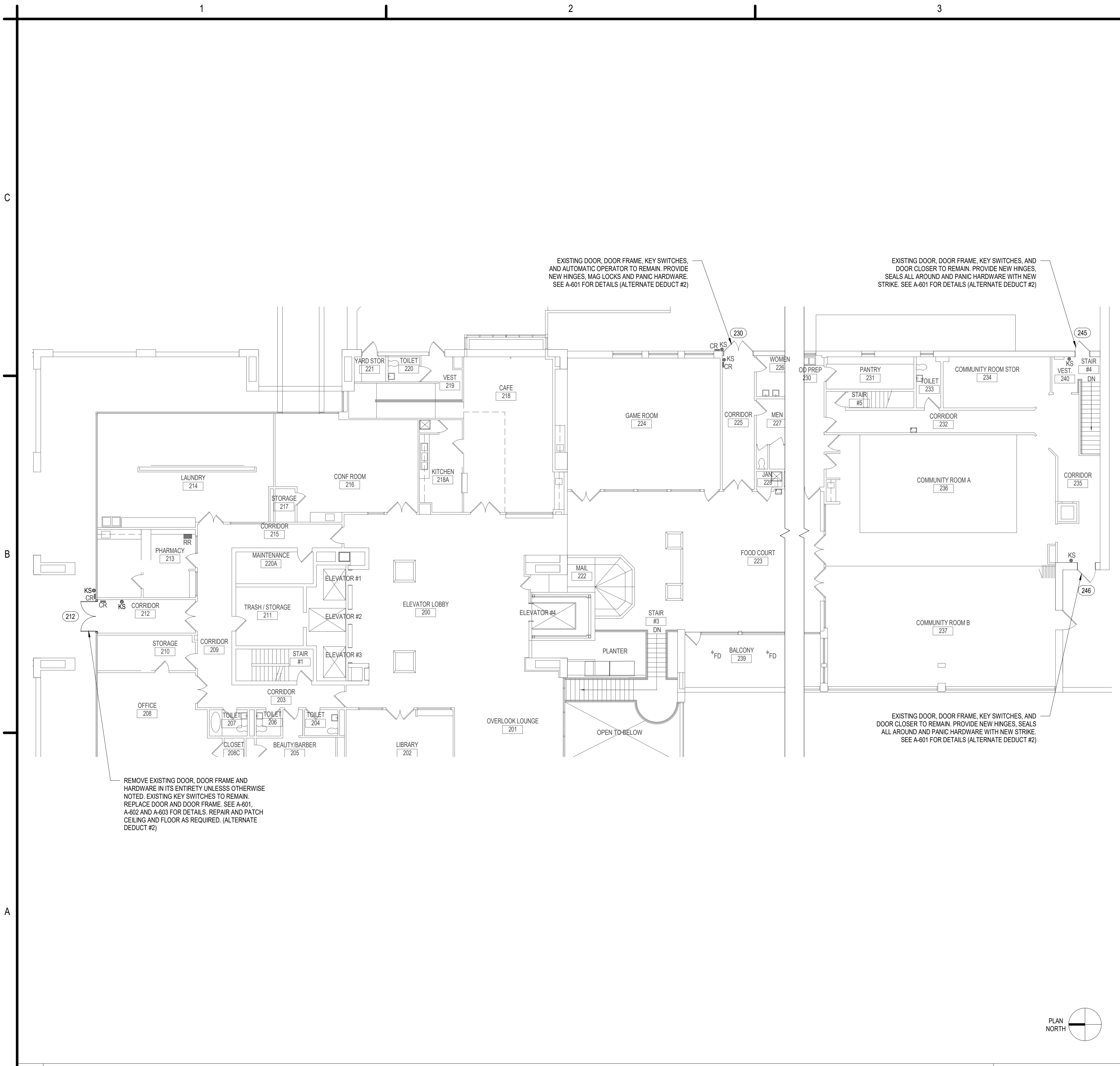
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DESIGNED BY: E. ROBISON		
CHECKED BY: K. COLLINS, RA		
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STREET LEVEL FLOOR PLAN

A-101

A1 STREET LEVEL NEW CONSTRUCTION PLAN
SCALE: 1/8" = 1'-0"



A1 PLAZA NEW CONSTRUCTION PLAN
SCALE: 3/32" = 1'-0"

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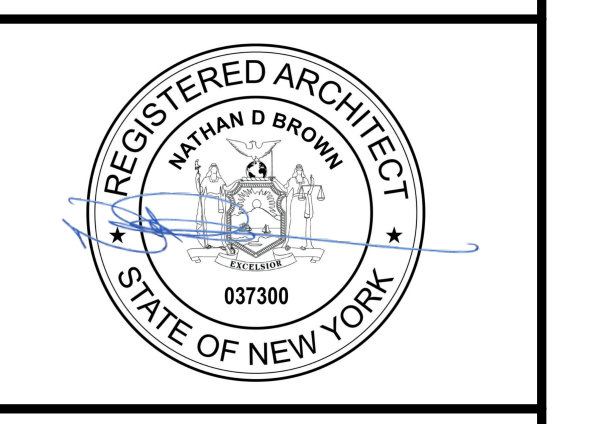
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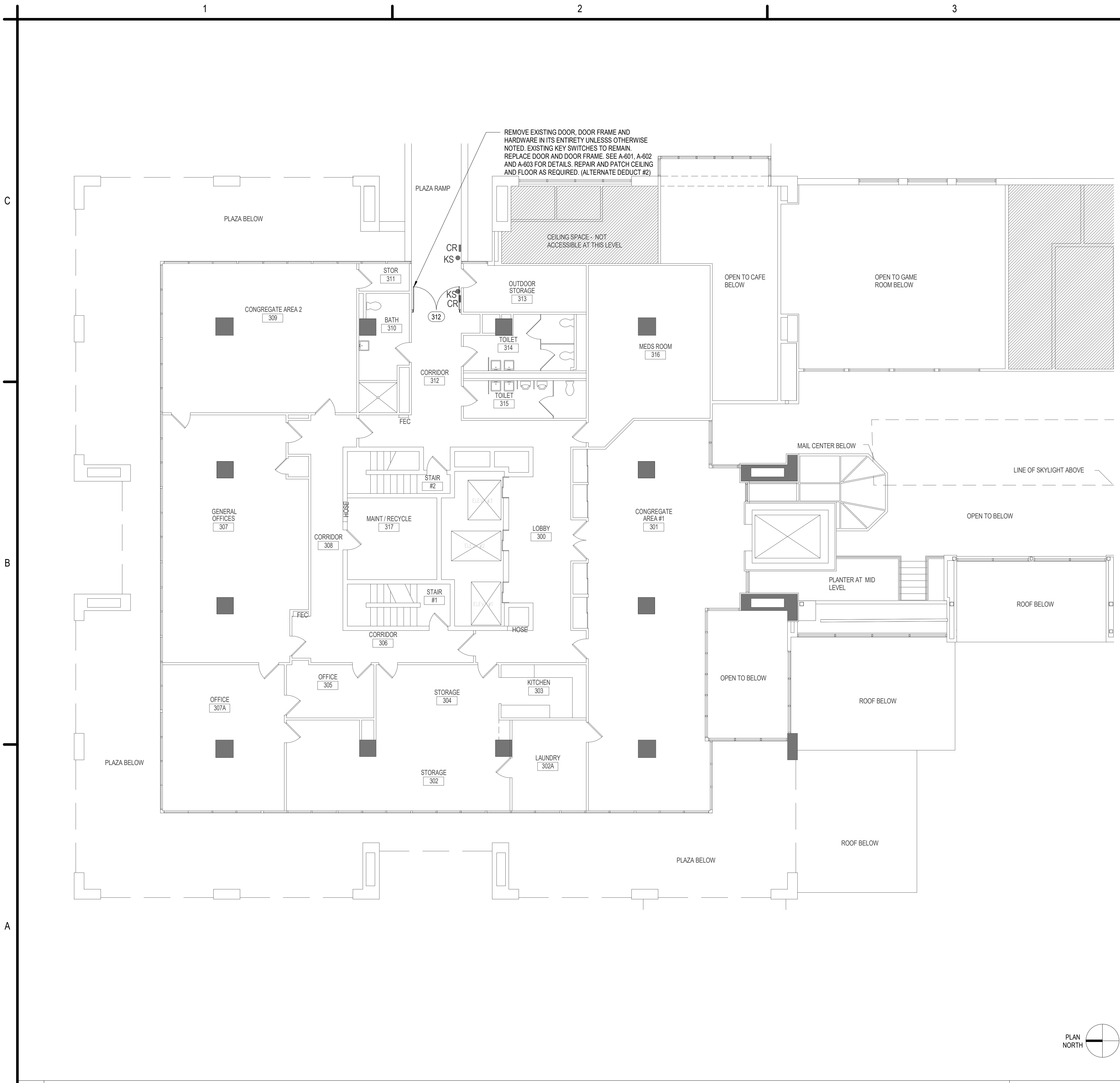


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PLAZA FLOOR PLAN

A-102



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- 2 DO NOT SCALE DRAWINGS TO OBTAIN DIMENSIONS. REFER TO DRAWINGS FOR DIMENSIONS. REQUIRED CRITICAL DIMENSIONS NOT FOUND SHOULD BE FIELD VERIFIED OR OBTAINED FROM ARCHITECT. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD (EXISTING AND PROPOSED CONSTRUCTION) AND BRING ANY DISCREPANCIES TO THE IMMEDIATE ATTENTION OF THE ARCHITECT.
- 3 ALL WOOD COMPONENTS, ROUGH AND FINISHED, IN CORRIDORS, FIRE STAIRS, AND LOBBIES SHALL RECEIVE FIRE RETARDING TREATMENT (FRT).
- 4 ROOM NUMBERING IS FOR CONSTRUCTION PURPOSES ONLY. ACTUAL ROOM NUMBERING TO BE COORDINATED WITH OWNER PRIOR TO ANY SCHEDULING OR LABELING.
- 5 CONTRACTOR SHALL PROVIDE BLOCKING OR PROVISIONS FOR SOLID ANCHORAGE AT WALL AND CEILING MOUNTED EQUIPMENT AND ACCESSORIES PROVIDED UNDER THIS CONTRACT AND EQUIPMENT TO BE PROVIDED BY THE OWNER.
- 6 MAINTAIN EXISTING FIRE PROOFING AND FIRE RATED CONSTRUCTION. PATCH AS NEEDED TO MEET REQUIREMENTS AS PER CODE CONFORMANCE DRAWINGS.
- 7 PROVIDE EXPANSION JOINT COVERS AT ALL EXPOSED INTERIOR AND EXTERIOR JOINTS.
- 8 NOTES ON ONE DETAIL OR DRAWING APPLY TO ALL SIMILAR DETAILS OR DRAWINGS.
- 9 ALL DIMENSIONS ARE TO CENTER OF FRAMING, FACE OF MASONRY UNIT, OR FINISHED FACE OF EXISTING CONSTRUCTION.
- 10 VERIFY ALL DIMENSIONS IN THE FIELD. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN CONTRACT DOCUMENTS AND FIELD CONDITIONS.
- 11 EXTEND ALL PARTITIONS FROM FLOOR TO UNDERSIDE OF DECK ABOVE UNLESS OTHERWISE INDICATED. MAKE THIS JOINT SMOKE TIGHT AND FIRESTOP AT RATED PARTITIONS.
- 12 DOCUMENTS ARE BASED UPON ORIGINAL CONSTRUCTION DRAWINGS. EXISTING CONDITIONS MAY VARY. CONTACT ARCHITECT IF DISCREPANCIES ARISE.
- 13 PROTECT ALL EXISTING FINISH SURFACES TO REMAIN. PATCH EXISTING CONSTRUCTION TO MATCH ADJACENT FINISHES TO REMAIN AT ALL REMOVALS AND AS REQUIRED BY NEW WORK (IE: PIPE PENETRATIONS, ETC). CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE RESULTING FROM HIS WORK, WHETHER INSIDE OR OUTSIDE CONTRACT LIMIT LINE.
- 14 PROVIDE ACCESS PANELS AS REQUIRED AT ALL WALLS AND CEILING AT ALL VALVES, DAMPERS, CONCEALED JUNCTION BOXES, AND OTHER EQUIPMENT REQUIRING MAINTENANCE, ADJUSTMENTS OR SERVICING.

MEANS AND METHODS

THE GENERAL CONTRACTOR (G.C.) AND ALL SUB-CONTRACTORS SHALL EXECUTE THE DESIGN-INTENT ILLUSTRATED (EVEN IF THE DESIGN-INTENT IS NOT FULLY DETAILED) ON THESE DOCUMENTS WITHOUT EXCEPTION.

CONSTRUCTION METHODOLOGY ALSO KNOWN AS "MEANS AND METHODS" SHALL BE THE RESPONSIBILITY OF THE G.C. AND MAY BE DETERMINED AS JOB CONDITIONS DICTATE. IT IS UNDERSTOOD THAT THE ARCHITECT WILL NOT PROVIDE THE "MEANS AND METHODS" OF CONSTRUCTION WHICH WILL BE THE SOLE RESPONSIBILITY OF THE G.C. BASED UPON HIS OR HER CONSTRUCTION EXPERIENCE AND ABILITY.

THE DEFINITION FOR "MEANS AND METHODS" IS AS FOLLOWS: A MEANS OR MANNER OF PROCEDURE, SPECIFICALLY A REGULAR AND SYSTEMATIC WAY OF ACCOMPLISHING CONSTRUCTION, INCLUDING PROCUREMENT, CHARACTERISTICS OF A PARTICULAR DISCIPLINE, AMOUNT OF LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO IMPLEMENT THE TECHNIQUE(S) ADOPTED BY THE G.C. TO PERFORM WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

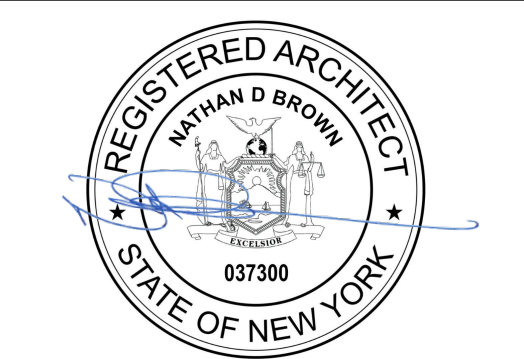
B4 GENERAL NOTES

SCALE: NOT TO SCALE

- CR CARD READER
- RR EXISTING NETWORK SWITCH TO REMAIN, SEE ELECTRICAL DRAWINGS
- KS EXISTING KEY SWITCH TO REMAIN



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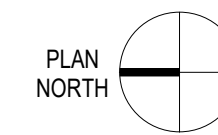
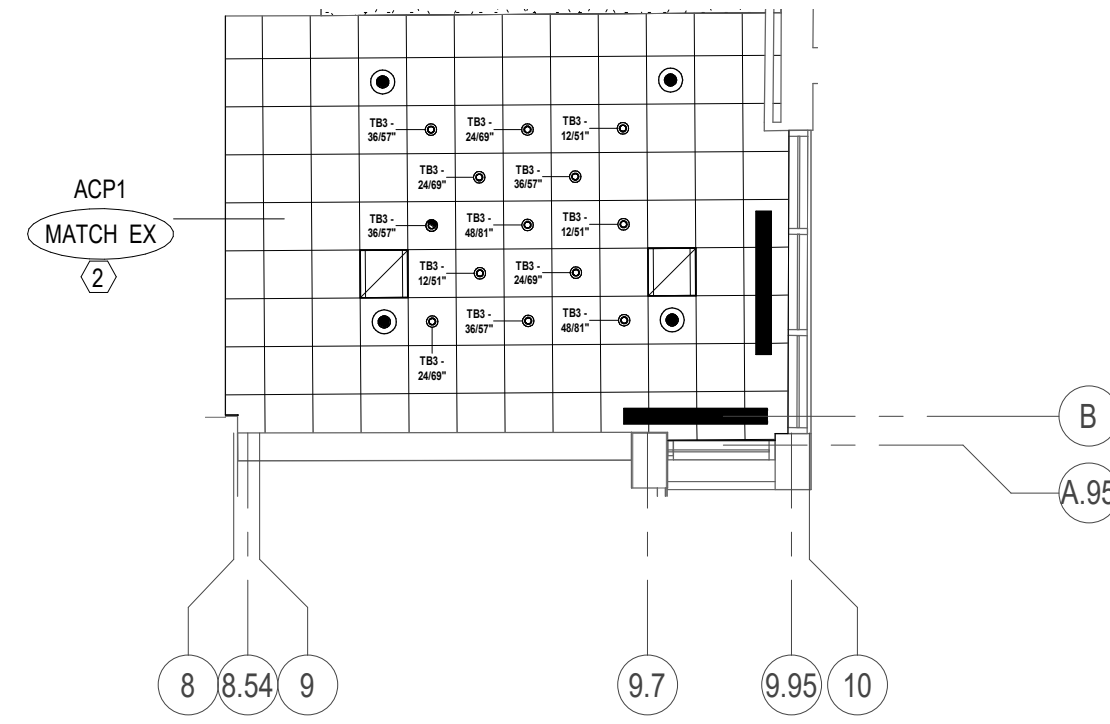
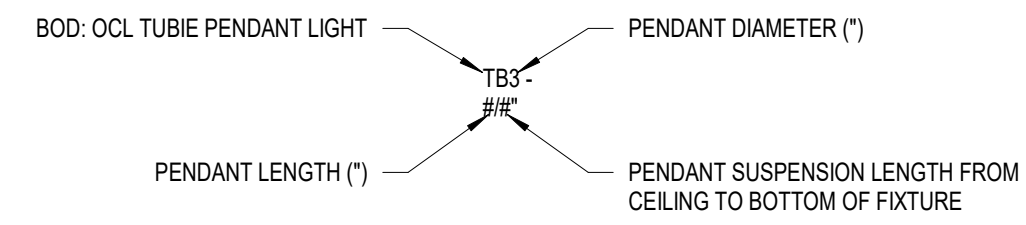
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DATE: FEBRUARY 15, 2024		
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DESIGNED BY: E. ROBISON		
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TERRACE FLOOR PLAN

A-103

A1 TERRACE NEW CONSTRUCTION PLAN
 SCALE: 1/8" = 1'-0"

A4 LEGEND
 SCALE: NOT TO SCALE



GENERAL RCP NOTES

- 1 REFER TO RCP FOR HEIGHTS OF GYPSUM SOFFITS AND CEILINGS.
- 2 MOUNT ALL ELECTRICAL DEVICES, LIGHT FIXTURES, ETC. CENTERED IN ACOUSTIC CEILING PANELS, UNLESS OTHERWISE NOTED.
- 3 ALL ACOUSTICAL PANEL CEILINGS ARE TYPE ACP1, UNLESS OTHERWISE NOTED.
- 4 MATCH ACOUSTICAL PANEL CEILING GRID LOCATIONS TO EXISTING, PROVIDING NUMBER OF PANELS SHOWN, UNLESS OTHERWISE NOTED.
- 5 MATCH ACOUSTICAL PANEL CEILING HEIGHTS TO EXISTING, UNLESS OTHERWISE NOTED.

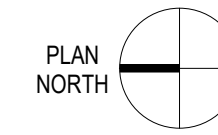
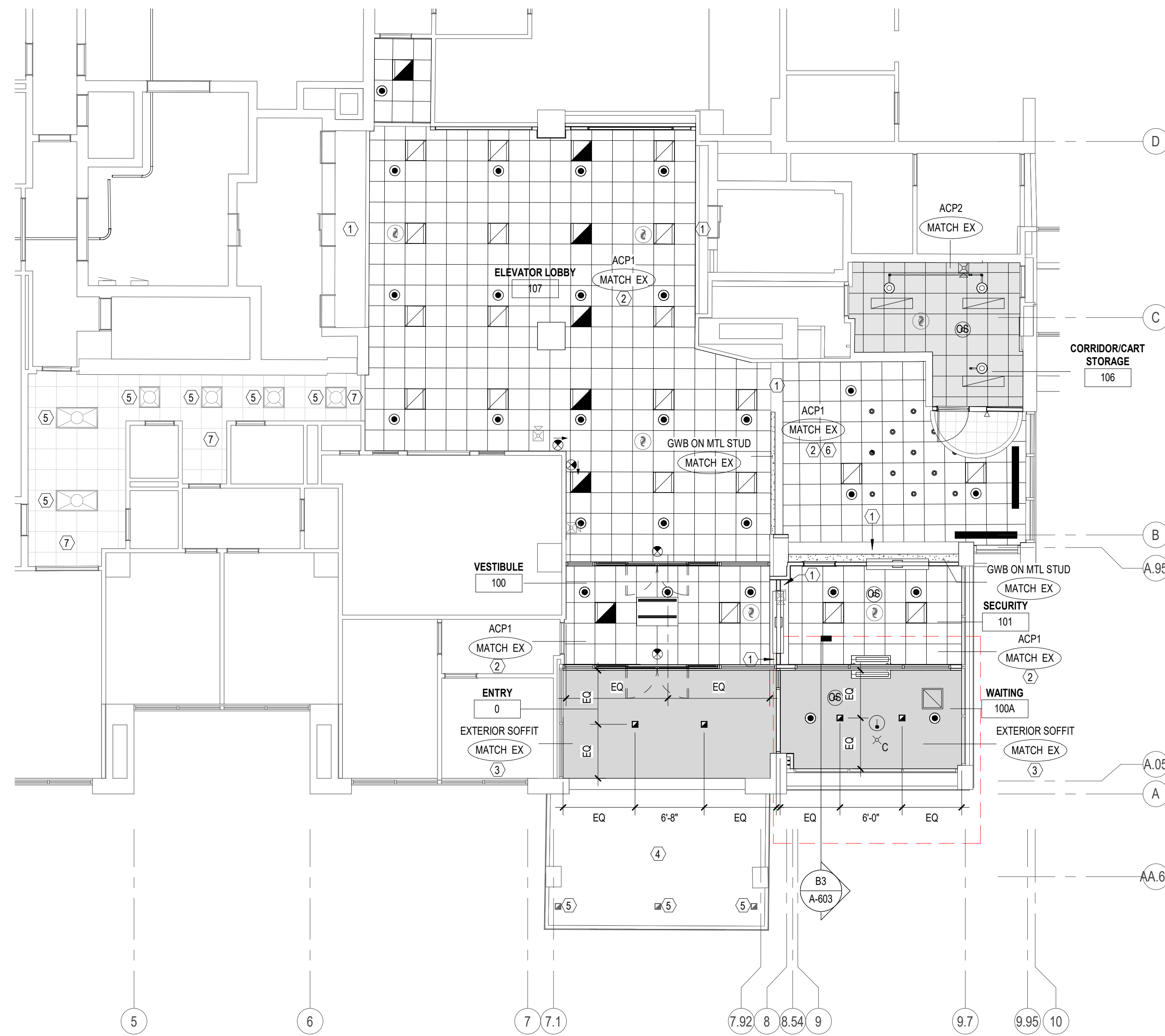
C1 ATRIUM LIGHT LEGEND
SCALE: NOT TO SCALE

C2 ATRIUM NEW CONSTRUCTION REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"

C4 GENERAL REFLECTED CEILING PLAN NOTES
SCALE: NOT TO SCALE

REFLECTED CEILING PLAN KEYNOTES

- 1 EXISTING GYP SOFFIT TO REMAIN. PAINT.
- 2 NEW ACT CEILING TO BE AT EXISTING CEILING HEIGHT. NEW GRID TO BE IN SAME LOCATION AS EXISTING.
- 3 NEW 1" EIFS CEILING OVER 5/8" TYPE X EXTERIOR SOFFIT GYPSUM BOARD AT EXISTING CEILING HEIGHT (EIFS2), BOD SIKA SENERGY SENERFLEX LAMINA. IN EXISTING FRAMING TO REMAIN PROVIDE R-13 MINIMUM FIBERGLASS INSULATION BATT.
- 4 EXISTING EXTERIOR SOFFIT TO REMAIN.
- 5 EXISTING LIGHT TO REMAIN.
- 6 SEE C2/A-104 FOR ATRIUM REFLECTED CEILING PLAN.
- 7 EXISTING ACP CEILING TO REMAIN.



B4 REFLECTED CEILING PLAN KEYNOTES
SCALE: NOT TO SCALE

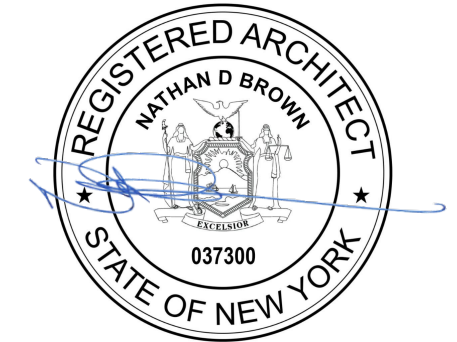
- X-X" CEILING HEIGHT
- GWB CEILING
- 2'-0" x 2'-0" ACOUSTICAL CEILING GRID (ACP1)
- 2'-0" x 2'-0" ACOUSTICAL CEILING GRID (ACP2)
- LUMINAIRE, SEE ELECTRICAL
- SURFACE MOUNT LIGHT FIXTURE, SEE ELECTRICAL
- PENDANT LIGHT, SEE ELECTRICAL
- EXTERIOR LIGHT, SEE ELECTRICAL
- OCUPANCY SENSOR, SEE ELECTRICAL
- EXIT LUMINAIRE, SEE ELECTRICAL
- RETURN DIFFUSER, SEE MECHANICAL
- LINEAR DIFFUSER, SEE MECHANICAL
- SPRINKLER HEAD, SEE FIRE PROTECTION
- WALL SPRINKLER HEAD, SEE FIRE PROTECTION
- SMOKE DETECTOR, SEE FIRE PROTECTION
- FIRE ALARM WALL NOTIFICATION HORN/STROBE, SEE FIRE PROTECTION
- FIRE ALARM CEILING NOTIFICATION HORN/STROBE, SEE FIRE PROTECTION

A1 STREET LEVEL NEW CONSTRUCTION REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"

A4 REFLECTED CEILING PLAN LEGEND
SCALE: NOT TO SCALE



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REFLECTED CEILING PLAN - STREET LEVEL

A-104

MATERIALS SCHEDULE					
CSI SPECIFICATION SECTION	CODE	BASIS OF DESIGN	DESCRIPTION	COLOR/STYLE	GENERAL NOTES
057500 - DECORATIVE FORMED METAL					
057500 - DECORATIVE FORMED METAL	SSB1	INPRO	STRAIGHT STAINLESS STEEL BASE	8" HIGH, 18 GAUGE, NO. 4 FINISH	
064023 - INTERIOR ARCHITECTURAL WOODWORK					
064023 - INTERIOR ARCHITECTURAL WOODWORK	WD1	-	3/4" WHITE OAK WOOD, RIFT SAWN	STAINED TO MATCH CT1	
064116 - PLASTIC LAMINATE FACED ARCHITECTURAL CABINETS					
064116 - PLASTIC LAMINATE FACED ARCHITECTURAL CABINETS	PL2	WILSONART	HIGH PRESSURE PLASTIC LAMINATE	SKYLINE WALNUT 7964K-12	
071616 - CRYSTALLINE AND GEL FORMING WATERPROOFING					
071616 - CRYSTALLINE AND GEL FORMING WATERPROOFING	SLR	ALCHEMCO	TECHCRETE 2500 WATERPROOFING AGENT		
072413 - INSULATION AND FINISH SYSTEMS (EIFS)					
072413 - INSULATION AND FINISH SYSTEMS (EIFS)	EIFS1	SIKA	SENERGY SENERFLEX SECONDARY WEATHER BARRIER	TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE	
072413 - INSULATION AND FINISH SYSTEMS (EIFS)	EIFS2	SIKA	SENERGY LAMINA	TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE	
088000 - GLAZING					
088000 - GLAZING	GL-1		LAMINATED INSULATED GLAZING	EXTERIOR: 2 PLYS OF 1/4" GLASS LAMINATED TOGETHER WITH A .060" INTERLAYER. INTERIOR: 1/4" GLASS PLY. DUAL SEAL WITH MANUFACTURER'S STANDARD PRIMARY AND SECONDARY SEALANTS.	
088000 - GLAZING FILM					
088000 - GLAZING FILM	GF1	3M	CRYSTAL GLASS FINISHES 7725SE-324	FROSTED CRYSTAL	
093013 - CERAMIC TILE					
093013 - CERAMIC TILE	CT1	CAESAR	8" X 48" CERAMIC TILE	COCOON - PEACE: GROUT LATICRETE 57 HOT COCOA	
093013 - CERAMIC TILE	CT2	CAESAR	3" X 18" CHEVRON CERAMIC TILE	COCOON - PEACE: GROUT LATICRETE 57 HOT COCOA	
095113 - ACOUSTICAL CEILING PANELS					
095113 - ACOUSTICAL CEILING PANELS	ACP1	ARMSTRONG	ULTIMA HIGH NRC 9/16" BEVELED TEGULAR - 24" X 24" X 1"; SUPRAFINE SUSPENSION SYSTEM	WHITE	
095113 - ACOUSTICAL CEILING PANELS	ACP2	ARMSTRONG	LYRA PB DIRECT APPLY - 24" X 24" X 1"; A MOUNTING	WHITE	
096513 - RESILIENT BASE					
096513 - RESILIENT BASE	RB1	TARKETT/JOHNSONITE	MILLWORK RUBBER WALL BASE	REVEAL 6".	
097200 - WALLCOVERING					
097200 - WALLCOVERING	WC1	MOMENTUM	WALLCOVERING VERSAGUARD	FIJI - TYP3-139555 DOVETAIL	
097200 - WALLCOVERING	WC2	MOMENTUM	WALLCOVERING	NAVARRE - A202-834 SILVERPOINTE	
099123 - INTERIOR PAINTING					
099123 - INTERIOR PAINTING	PT1	SHERMIN WILLIAMS	INTERIOR LATEX PAINT	SW 7651 FRONT PORCH	
099123 - INTERIOR PAINTING	PT2	SHERMIN WILLIAMS	INTERIOR LATEX PAINT	SW 7620 SEAWORTHY	
099123 - INTERIOR PAINTING	PT3	SHERMIN WILLIAMS	INTERIOR LATEX PAINT	SW 6990 CAVIAR	
099123 - INTERIOR PAINTING	PT4	SHERMIN WILLIAMS	INTERIOR LATEX PAINT	SW 7075 WEB GRAY	
102800 - WALL AND DOOR PROTECTION					
102800 - WALL AND DOOR PROTECTION	CG1	INPRO	CORNER GUARD - 90 DEGREE	1.5" STAINLESS STEEL	
102800 - WALL AND DOOR PROTECTION	CG2	INPRO	CORNER GUARD - END WALL	STAINLESS STEEL	
102800 - WALL AND DOOR PROTECTION	WG1	INPRO	WALL GUARD	53SS STAINLESS STEEL WALL GUARD	
102800 - WALL AND DOOR PROTECTION	WG2	INPRO	WALL GUARD	900M SERIES HANDRAIL, 1 1/2" DIAMETER METAL HANDRAIL QUICKSILVER (PC01) WITH STAINLESS STEEL BRACKETS	
123623 - PLASTIC LAMINATE CLAD COUNTERTOPS					
123623 - PLASTIC LAMINATE CLAD COUNTERTOPS	PL1	WILSONART	HIGH PRESSURE PLASTIC LAMINATE	WHITE CARRARA 4924-38	
124813 - ENTRANCE FLOOR MAT					
124813 - ENTRANCE FLOOR MAT	EM1	CONSTRUCTION SPECIALTIES	PEDIMAT AA M2	1/2" ALUMINUM THRESHOLD FRAME; MONOTUFT INSERT - 9332 ANTHRACITE	

B1 MATERIALS SCHEDULE
SCALE: NOT TO SCALE

ABBREVIATIONS:

ACP	-	ACOUSTICAL CEILING PANEL	PT	-	PAINT
ACT	-	ACOUSTICAL CEILING TILE	PLAS	-	PLASTER
AMP	-	ACOUSTICAL METAL PAN	PLYWD	-	PLYWOOD
CPT SHT	-	CARPET SHEET	POL CONC	-	POLISHED CONCRETE
CPT TL	-	CARPET TILE	PIS	-	PREFINISHED INSULATION SYSTEM
CBB	-	CEMENTITIOUS BACKER BOARD	QT	-	QUARRY TILE
CG	-	CORNER GUARD	RB	-	RESILIENT BASE
CT	-	CERAMIC TILE	RF	-	RESILIENT FLOORING
CONC	-	CONCRETE	RBR	-	RUBBER
CMU	-	CONCRETE MASONRY UNIT	SLR	-	SEALER
CRN MLDG	-	CROWN MOLDING	SSB	-	STAINLESS STEEL BASE
EIFS	-	EXTERIOR INSULATION AND FINISH SYSTEM	TERR	-	TERRAZZO
EM	-	ENTRANCE MAT	UNFIN	-	UNFINISHED
ENTR GRLL	-	ENTRANCE GRILLE	VCT	-	VINYL COMPOSITION TILE
EXP	-	EXPOSED	VWC	-	VINYL WALL COVERING
GL BLK	-	GLASS BLOCK	WAINSCOT	-	WAINSCOT
GL TL	-	GLASS TILE	WC	-	WALL COVERING
GWB	-	GYPSUM BOARD	WD	-	WOOD
IRWC	-	IMPACT RESISTANT WALL COVERING	WG	-	WALL GUARD
PL	-	PLASTIC LAMINATE	WP	-	COMPOSITE WOOD WALL PANEL

A1 FINISH SCHEDULE ABBREVIATIONS
SCALE: NOT TO SCALE

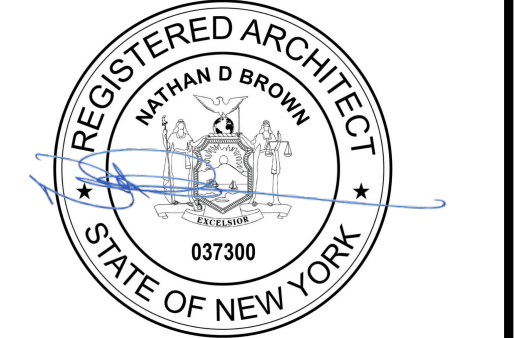
ROOM FINISH SCHEDULE										
ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS (SUBSTRATE/FINISH)				CEILING		NOTES
				NORTH	EAST	SOUTH	WEST	FINISH	HEIGHT	
0	ENTRY	EX	EX	EX	GL1	GL1	-	EIFS2	*	*MATCH EXISTING CEILING HEIGHT
100	VESTIBULE	CT1	SSB1	PT2	GL1	PT2	GL1	ACP1	*	*MATCH EXISTING CEILING HEIGHT
100A	WAITING	SLR	SSB1	GL1	EIFS1	EX	EX	EIFS2	*	*MATCH EXISTING CEILING HEIGHT
101	SECURITY	CT1	SSB1	PT1	PT1	PT1	PT1	ACP1	*	*MATCH EXISTING CEILING HEIGHT
105	LOBBY	CT1	SSB1	PT2	WC1	PT1	PT2/GL1	ACP1	*	*MATCH EXISTING CEILING HEIGHT
106	CORRIDOR/CART STORAGE	CT1	SSB1	PT1	PT2	PT1	PT1	ACP2	*	* APPLIED TO UNDERSIDE OF EXISTING CONCRETE SLAB
107	ELEVATOR LOBBY	CT1	SSB1	WC2/PT1	PT1/PT2	WC2/PT1	PT1/PT2	ACP1	*	*MATCH EXISTING CEILING HEIGHT
107A	CORRIDOR	CT1	SSB1	-	WC1	-	-	ACP1	*	*MATCH EXISTING CEILING HEIGHT
109	CORRIDOR	CT1	SSB1	PT1	PT1	PT1	PT1	EX		
ST3	STAIR 3	EX	-	-	WC1	-	-	ACP1	*	*MATCH EXISTING CEILING HEIGHT

NOTES:
ALTERNATE DEDUCT #8: DELETE STAINLESS STEEL BASE (SSB1), REPLACE WITH RUBBER BASE (RB1)
ALTERNATE DEDUCT #9: DELETE WAITING AREA 100A CONCRETE SLAB REPLACEMENT AND SEALER (SLR)

A3 ROOM FINISH SCHEDULE
SCALE: NOT TO SCALE



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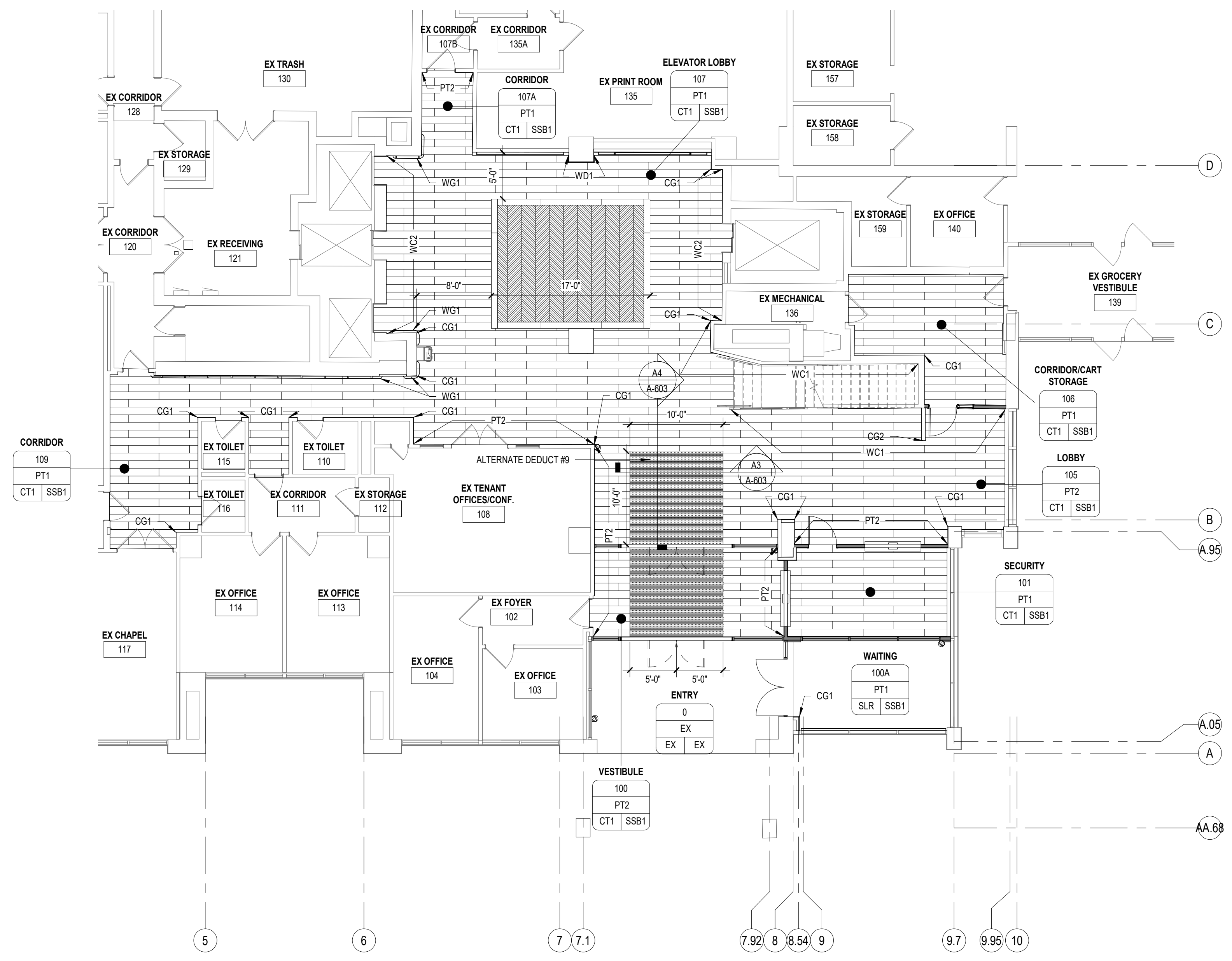


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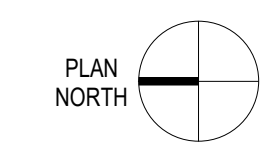
FINISH SCHEDULE

A-160



- GENERAL FINISH NOTES**
- 1 ALL GYPSUM BOARD CEILINGS TO BE PAINTED UNLESS OTHERWISE NOTED ON REFLECTED CEILING PLAN.
 - 2 ALL WALLS TO BE PAINTED PT1 UNLESS OTHERWISE NOTED.
 - 3 ALL DOORS FRAMES AND PAINTED WINDOW TRIM / FRAMES SHALL BE PAINTED PT3 UNLESS OTHERWISE NOTED.
 - 4 ALL DOORS BE PAINTED PT4 UNLESS OTHERWISE NOTED.
 - 5 PAINT ALL PREVIOUSLY PAINTED SURFACES WITHIN CONTRACT LIMIT LINE.
 - 6 ALL WALL BASE TO BE SSB1 UNLESS OTHERWISE NOTED.
 - 7 SEE INTERIOR ELEVATIONS FOR ADDITIONAL WALL AND BASE FINISHES, TYPICAL.
 - 8 SEE REFLECTED CEILING PLAN FOR ADDITIONAL FINISH INFORMATION, TYPICAL.
 - 9 PATTERN NAME, COLOR AND NUMBER FOR EACH MATERIAL ARE GIVEN WHEREVER POSSIBLE ON THE FINISH PLAN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT SO THAT THE CORRECT MATERIAL IS INSTALLED.
 - 10 ALL FLOORING MATERIAL AND TRANSITIONS SHALL BE CENTERED UNDER THE DOOR IN THE CLOSED POSITION UNLESS OTHERWISE NOTED.
 - 11 EXTEND ALL FINISHES UNDER CABINETS, BENCHES, SHELVING, COUNTERTOPS AND LAVATORIES.
 - 12 MISCELLANEOUS ELECTRICAL PANEL COVERS, GRILLES, ETC. TO BE PAINTED TO MATCH ADJACENT WALL SURFACES.
 - 13 ALL METAL UNDER-COUNTER SUPPORT BRACKETS TO BE PAINTED TO MATCH ADJACENT WALL FINISH.
 - 14 ADHESIVES AND FINISHES TO BE LOW VOC.
 - 15 OUTSIDE CORNERS TO RECEIVE CORNER GUARDS UNLESS OTHERWISE NOTED.
 - 16 COORDINATE REMOVAL AND RELOCATION OF ALL EXISTING MOVEABLE EQUIPMENT IN CORRIDOR WITH OWNER. COORDINATE REMOVAL AND PROVIDE TO OWNER ALL EXISTING LIGHTING FIXTURES. CONFIRM WITH OWNER THAT ALL OUTLETS, SWITCHES, CLOCKS, AND EXISTING EMERGENCY DEVICES SHALL REMAIN.

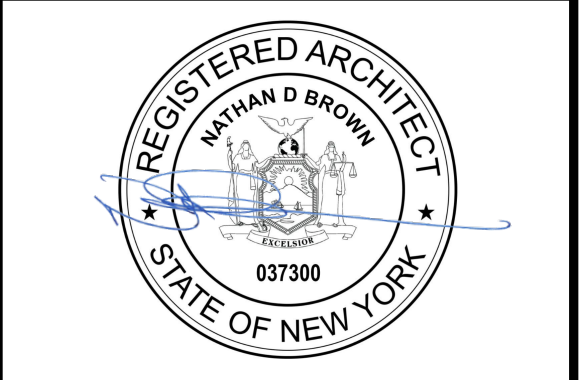
FINISH LEGEND:	ROOM FINISH KEY:	MILLWORK FINISH KEY:
CERAMIC TILE (CT1) CERAMIC TILE (CT2) ENTRANCE MAT	<p>ROOM NAME</p> <p>101 → ROOM NUMBER ** → WALL FINISH ** → BASE ** → FLOORING</p> <p>SEE A160 - FINISH SCHEDULE FOR MATERIAL CODE EX = EXISTING TO REMAIN MX = MATCH EXISTING</p>	<p>MILLWORK FINISH KEY:</p> <p>WC ** → WALL CABINET FINISH CT ** → COUNTERTOP E ** → EDGE CONDITION C ** → TALL OR BASE CABINET FINISH</p> <p>SEE A160 - FINISH SCHEDULE FOR MATERIAL CODE</p>



A1 STREET LEVEL FINISH PLAN
SCALE: 1/8" = 1'-0"

FINISH LEGEND
SCALE: NOT TO SCALE

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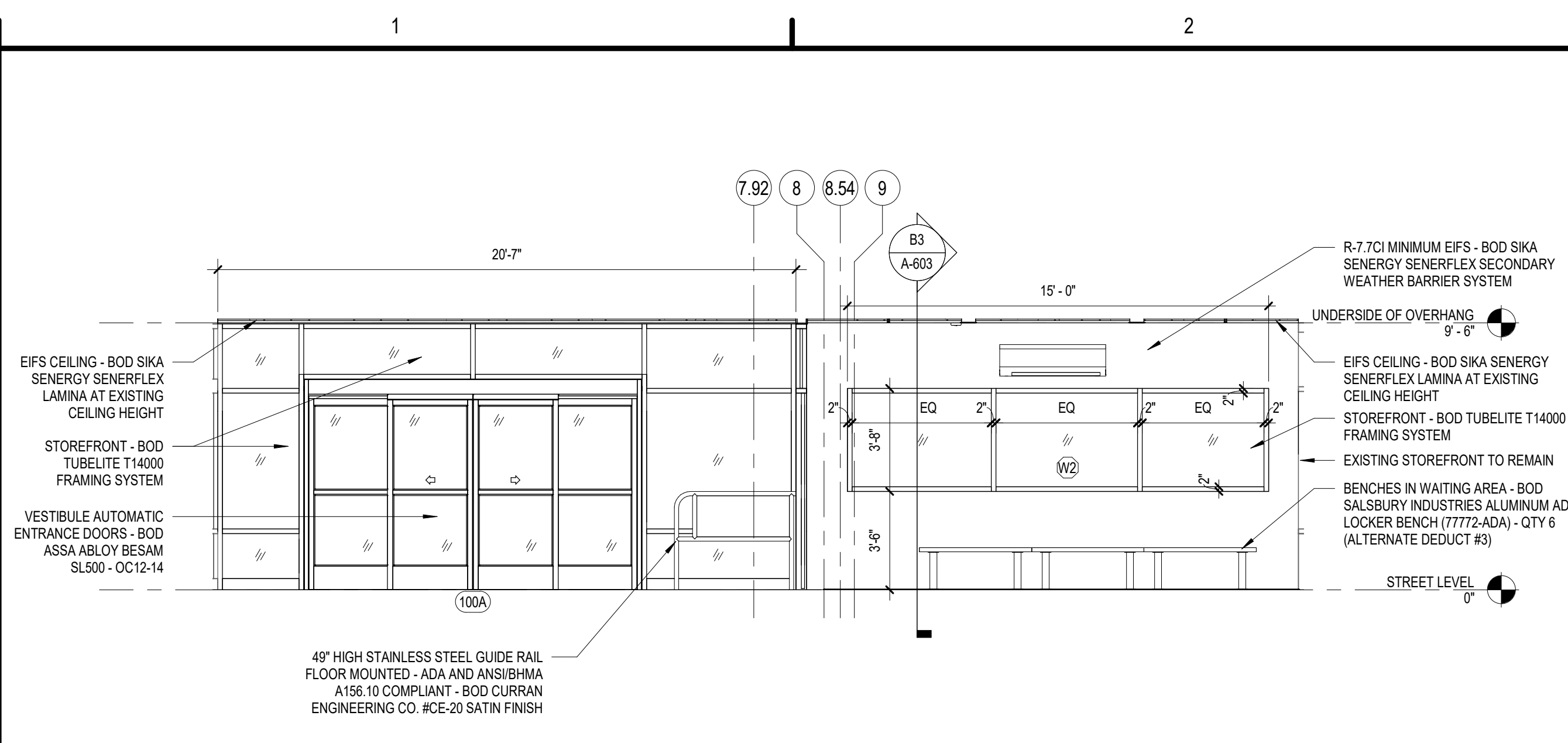


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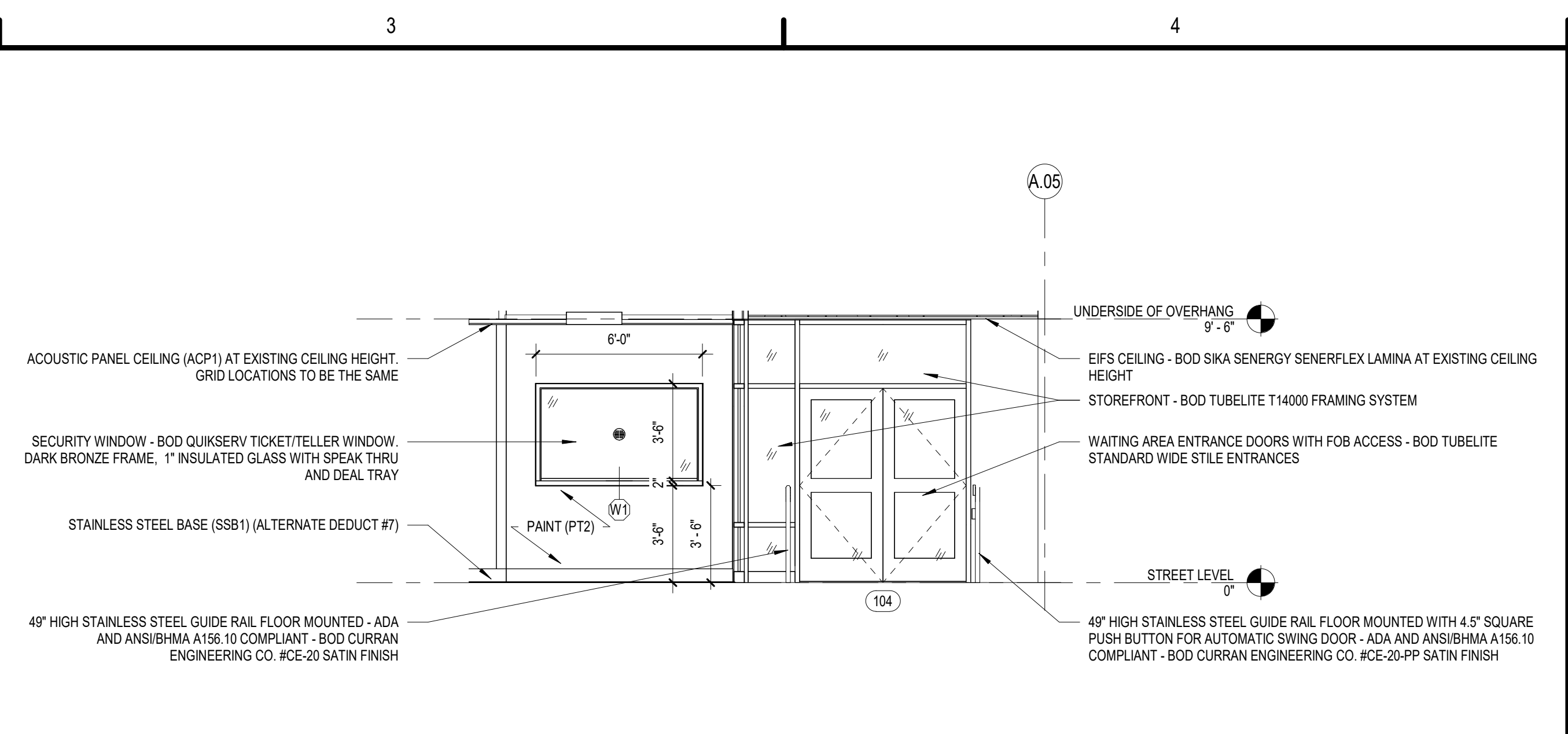
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FINISH PLAN - STREET LEVEL

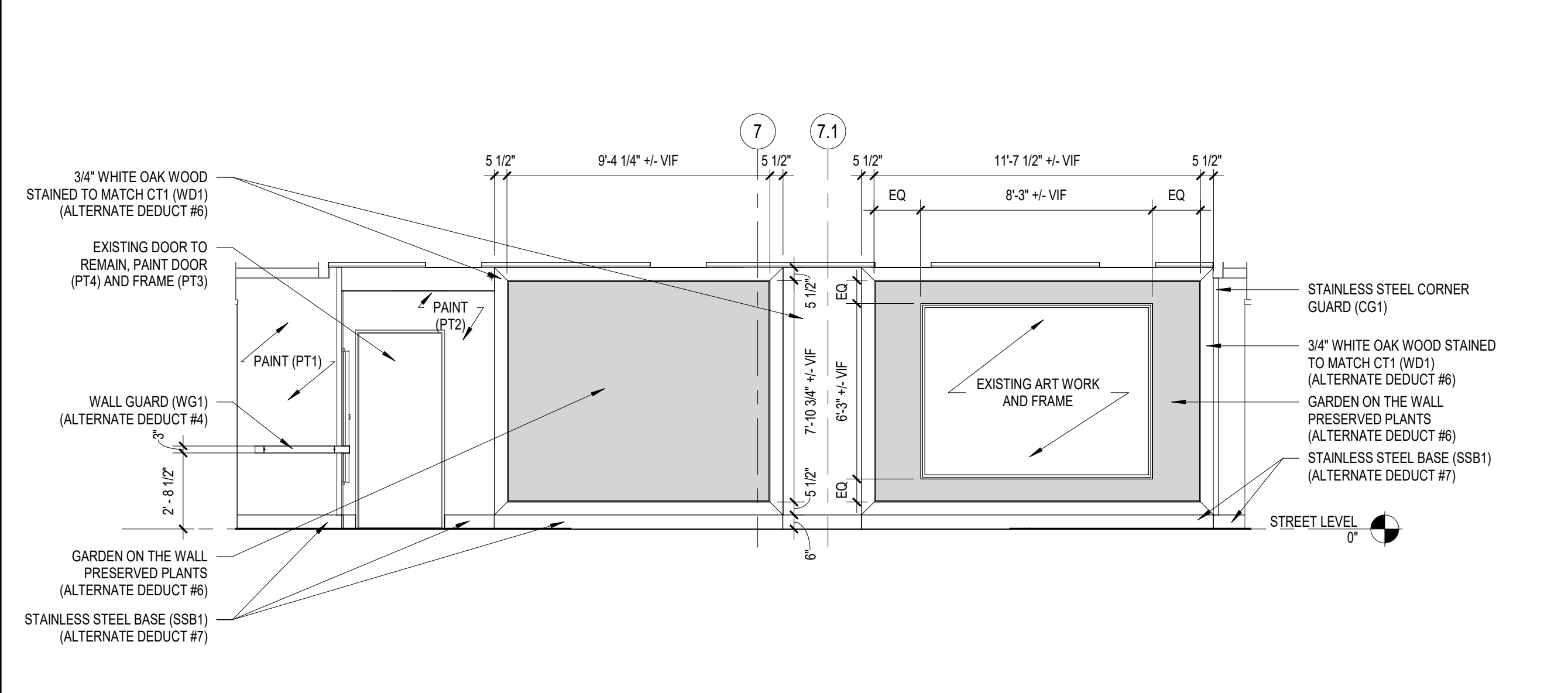
A-161



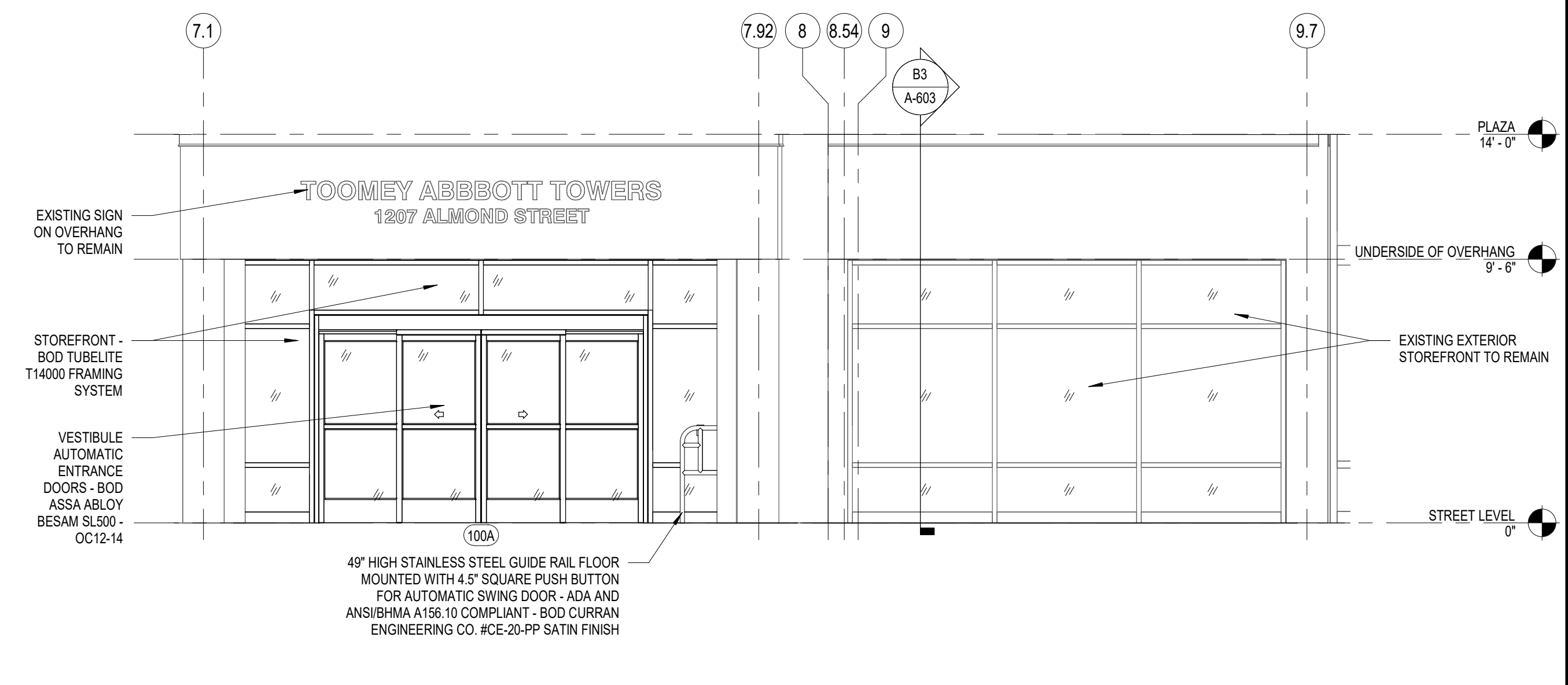
C1 WAITING EAST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



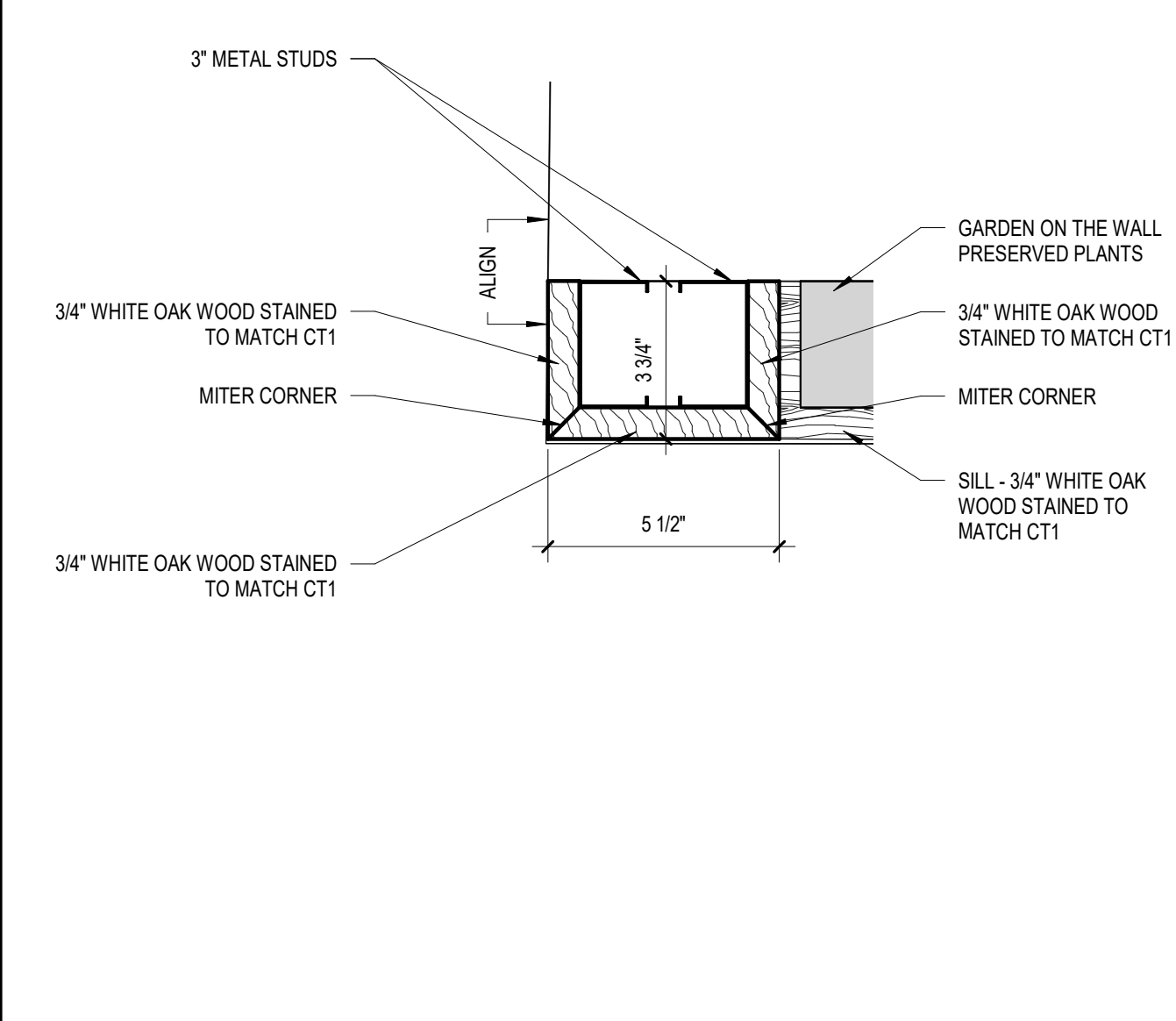
C3 VESTIBULE/WAITING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



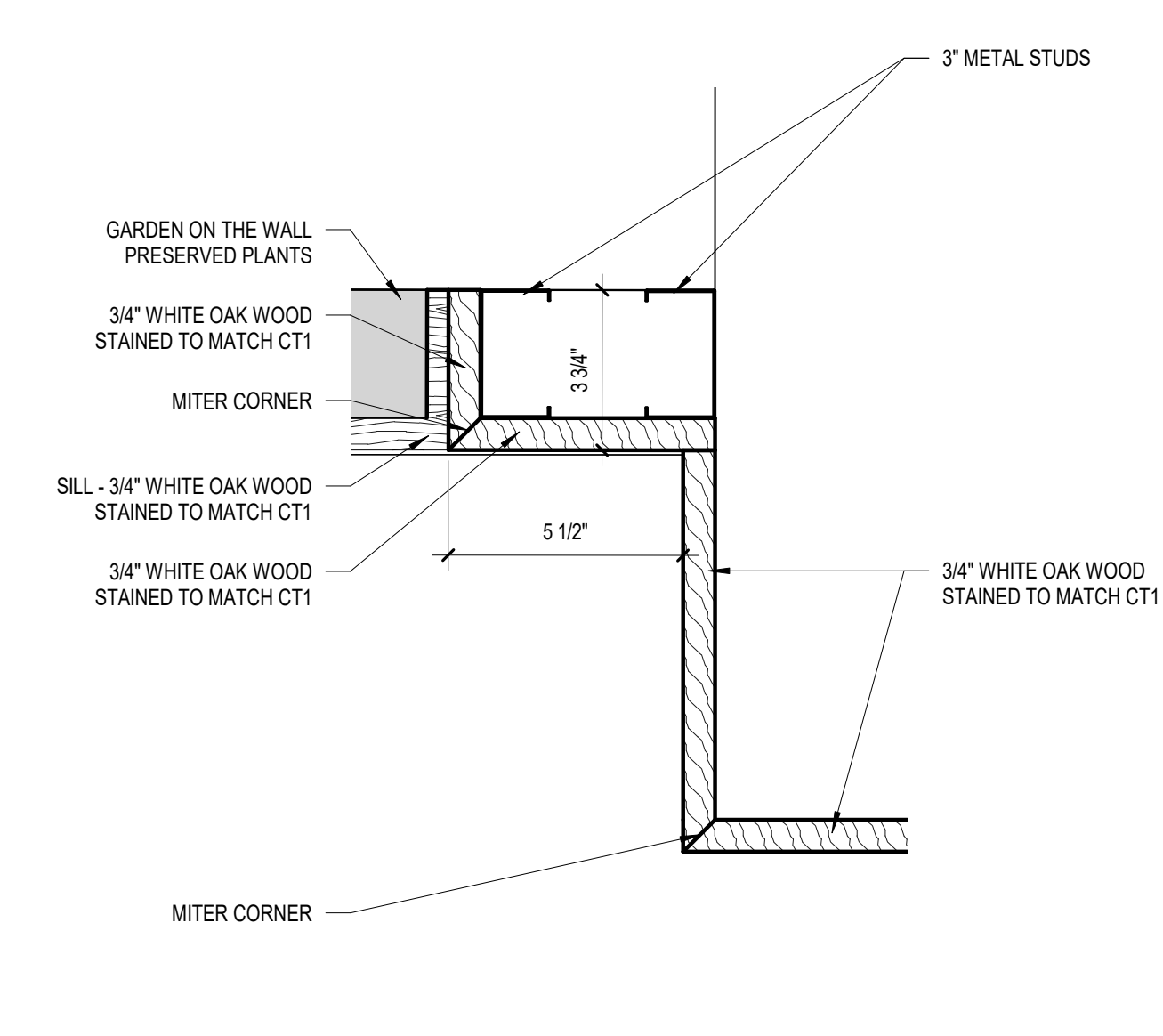
B1 ELEVATOR LOBBY EAST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



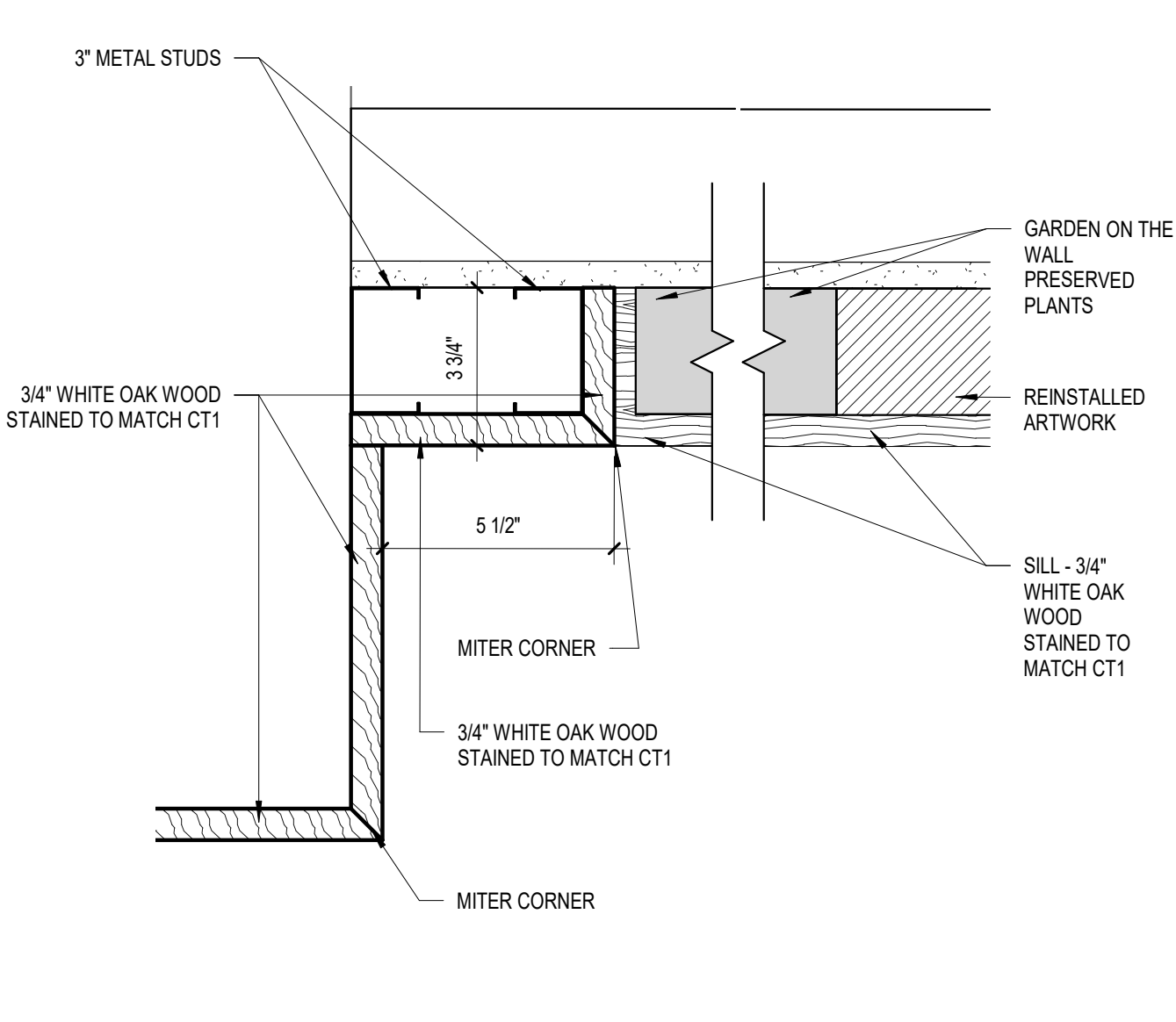
B3 EXTERIOR WEST ELEVATION
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



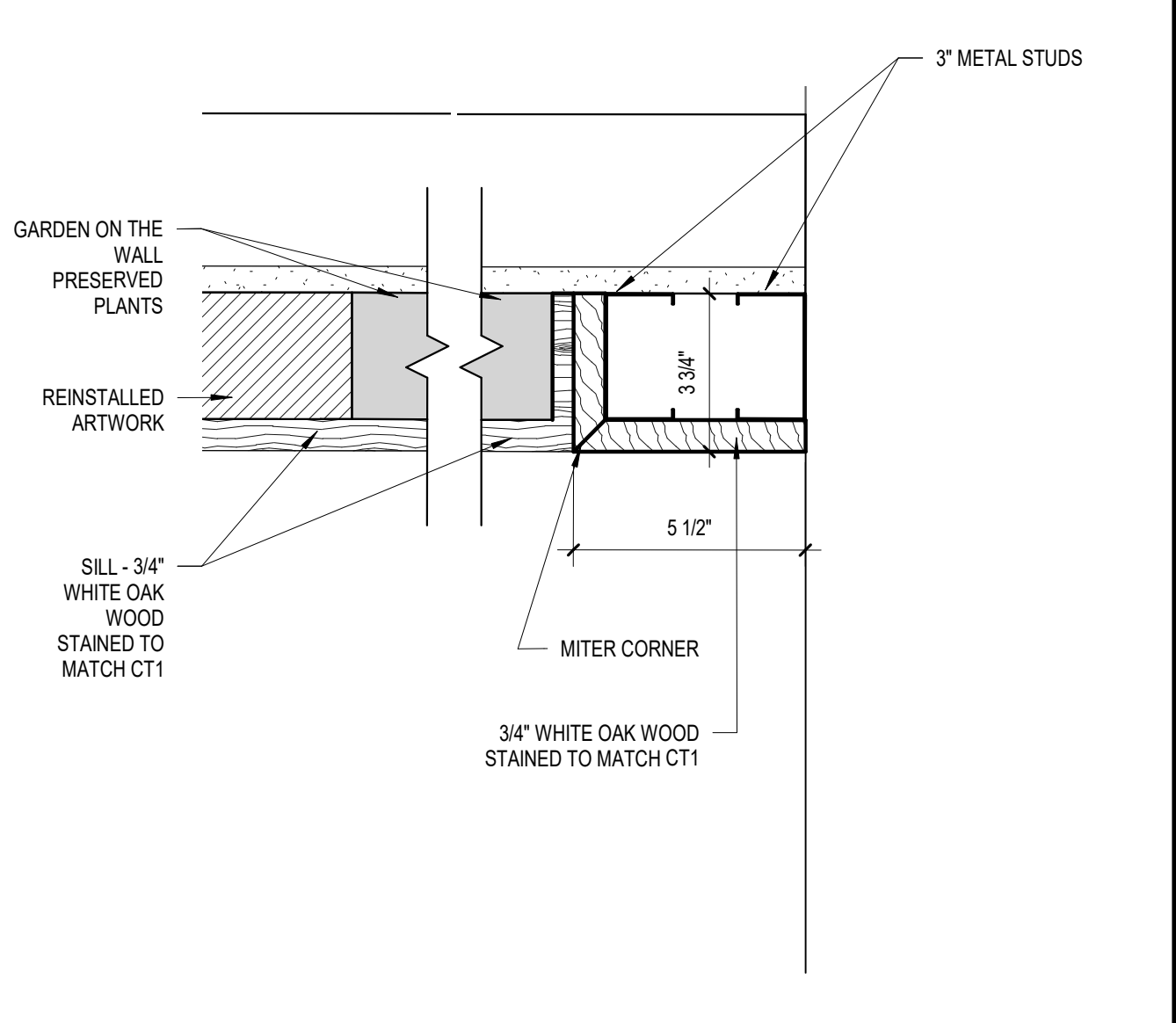
A1 GREEN WALL PLAN DETAIL 1
SCALE: 3" = 1'-0" (ALTERNATE DEDUCT #6)
0 3" 6" 9"



A2 GREEN WALL PLAN DETAIL 2
SCALE: 3" = 1'-0" (ALTERNATE DEDUCT #6)
0 3" 6" 9"



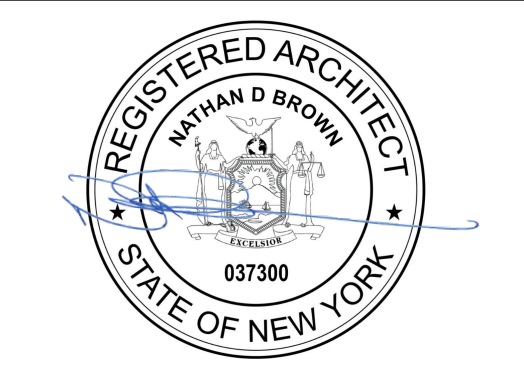
A3 GREEN WALL PLAN DETAIL 3
SCALE: 3" = 1'-0" (ALTERNATE DEDUCT #6)
0 3" 6" 9"



A4 GREEN WALL PLAN DETAIL 4
SCALE: 3" = 1'-0" (ALTERNATE DEDUCT #6)
0 3" 6" 9"



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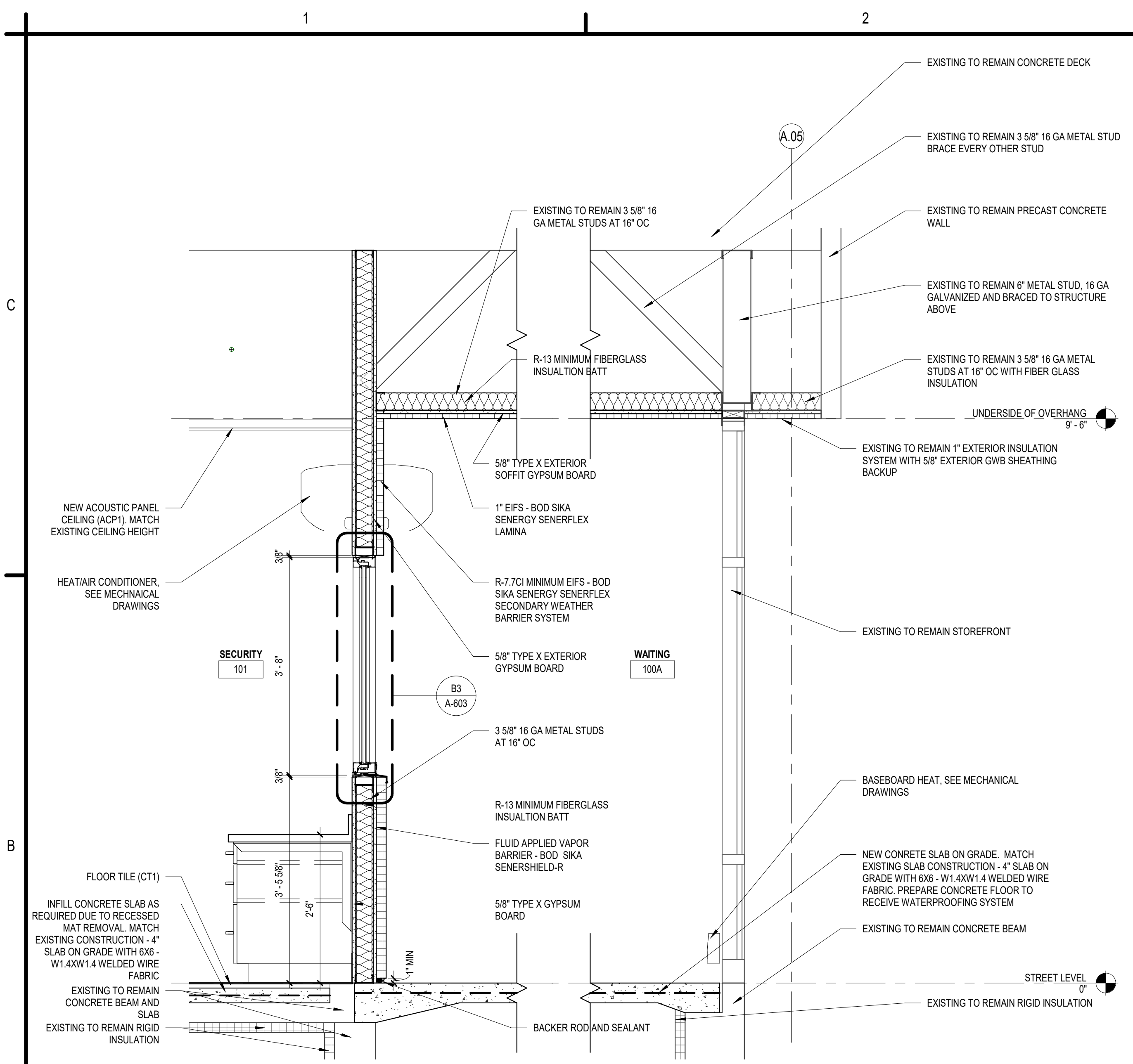


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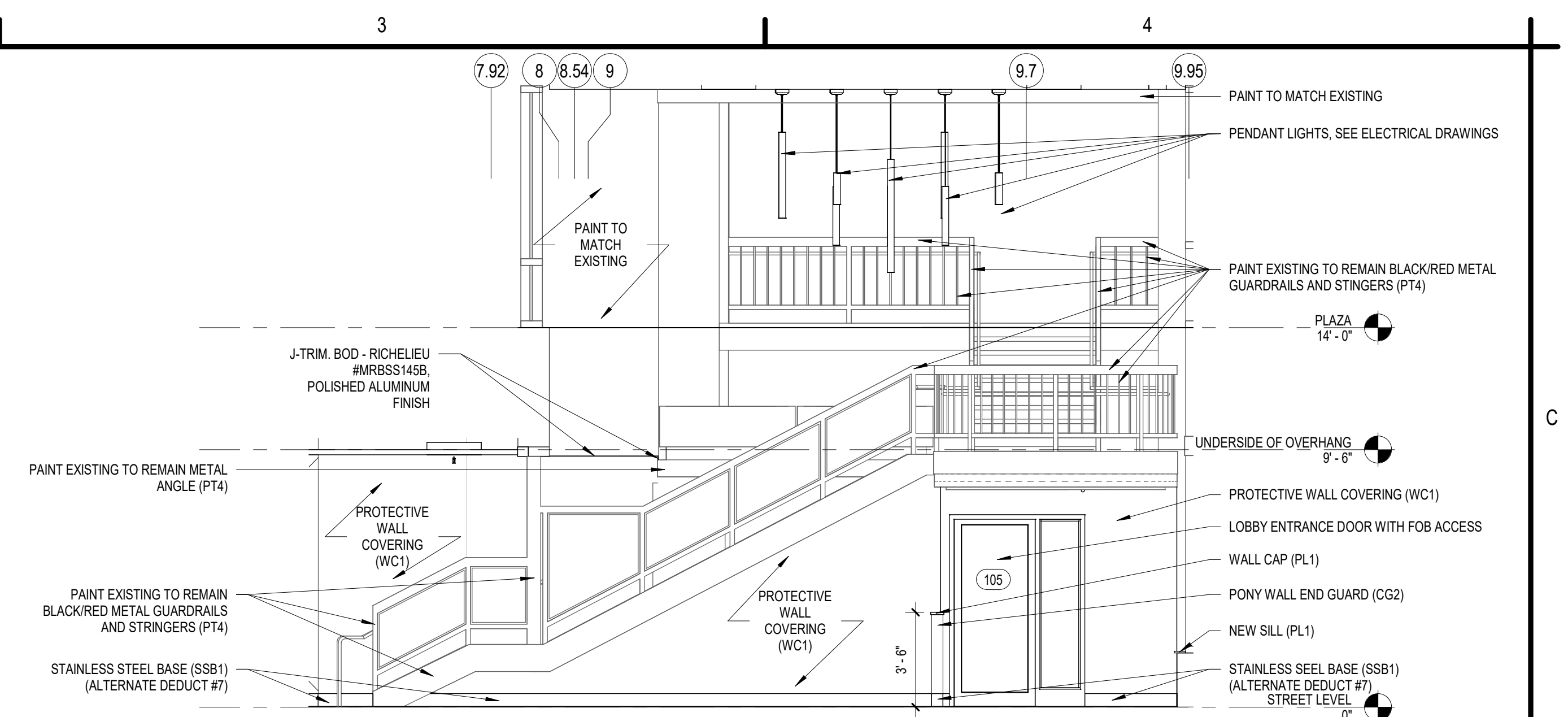
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REVISIONS		
PROJECT NO: A23.011.001		
DATE: FEBRUARY 15, 2024		
DRAWN BY: E. ROBISON		
DESIGNED BY: E. ROBISON		
CHECKED BY: K. COLLINS, RA		
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ELEVATIONS AND DETAILS

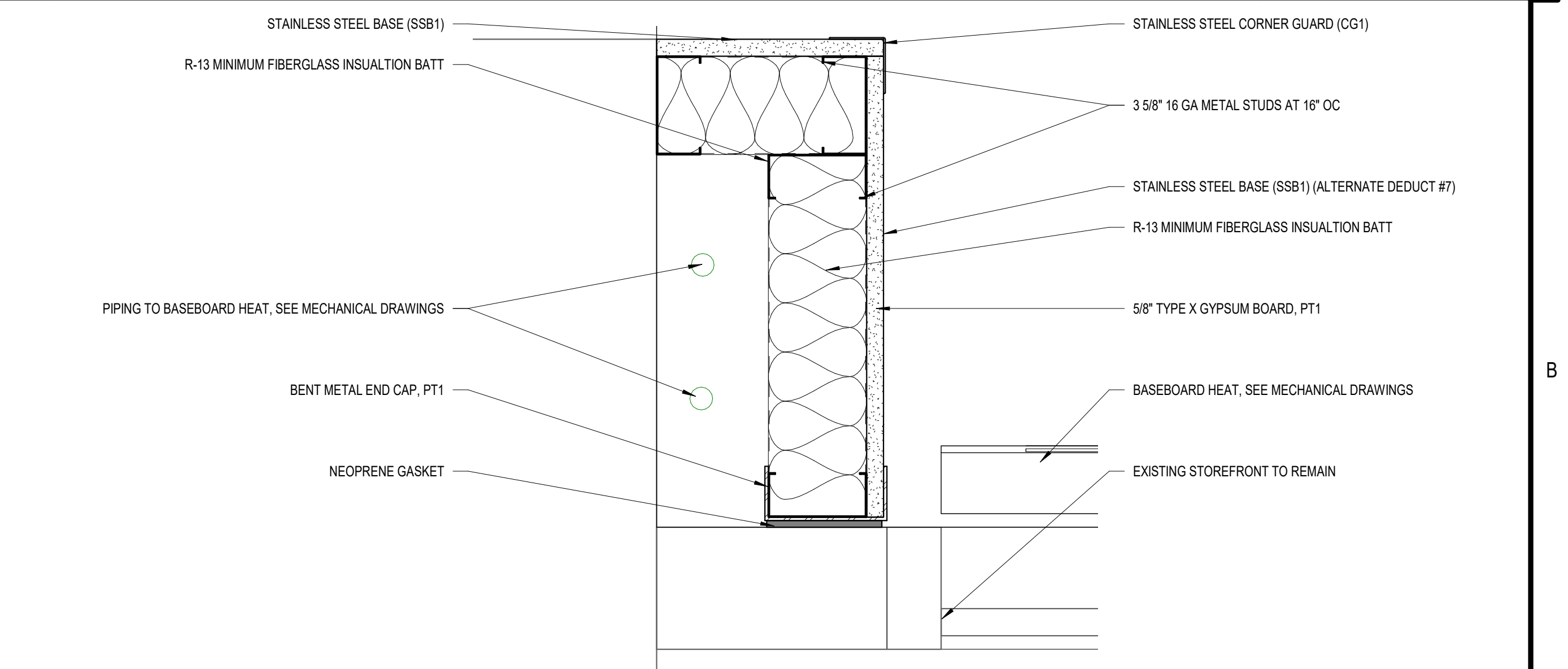
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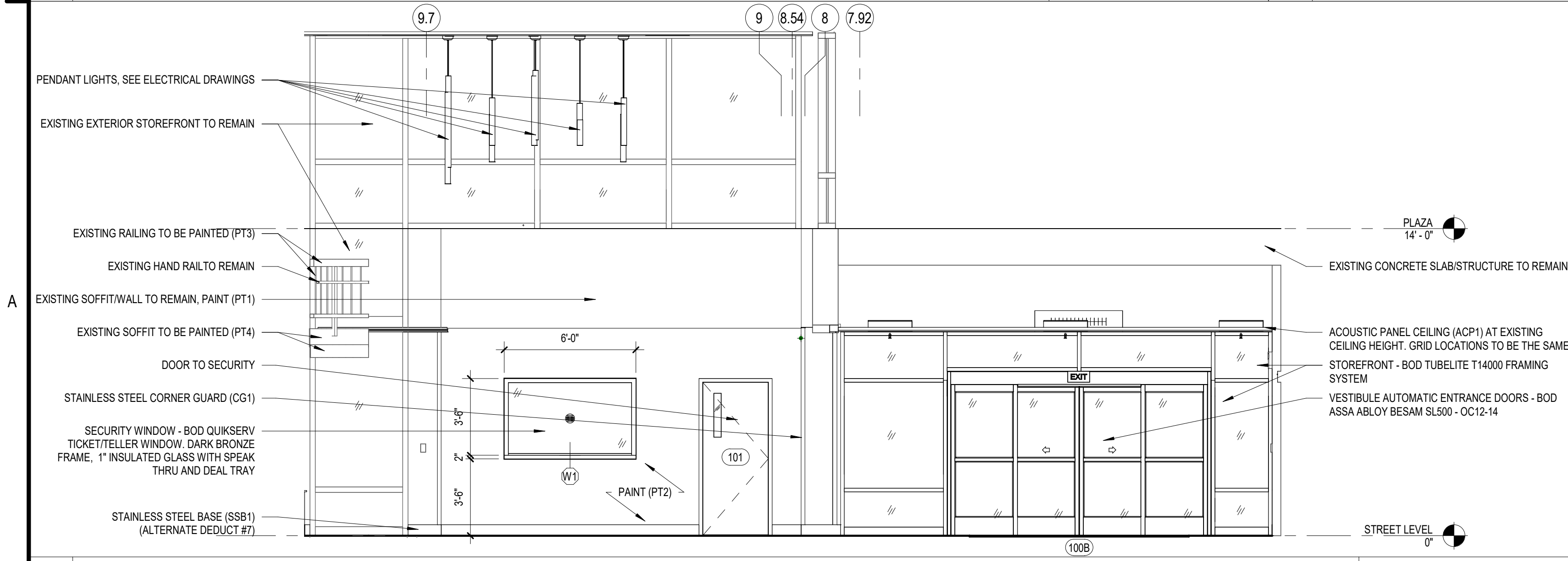
B1 WAITING 100A/SECURITY 101 SECTION
SCALE: 3/4" = 1'-0"



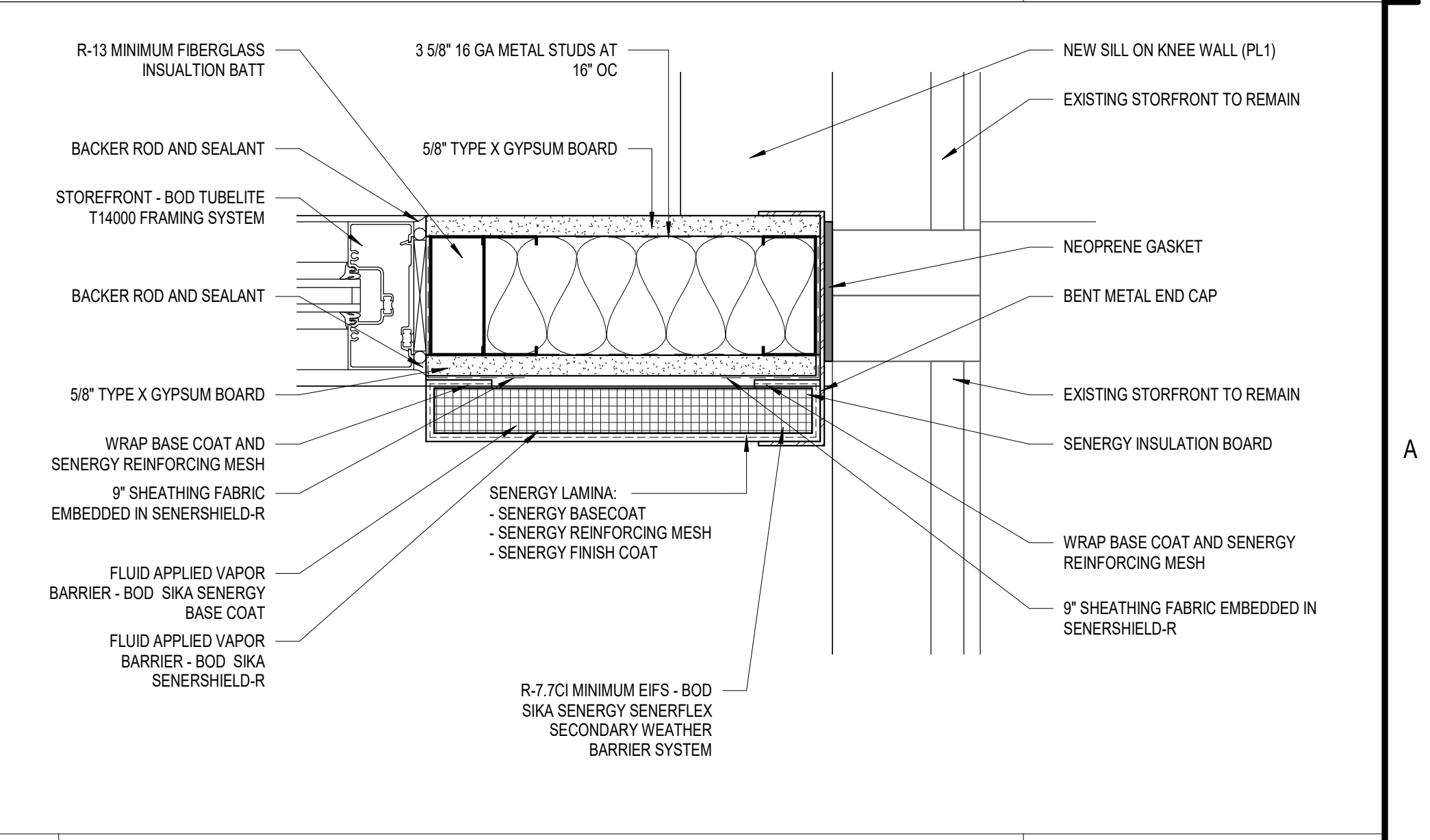
C3 LOBBY EAST ELEVATION
SCALE: 1/4" = 1'-0"



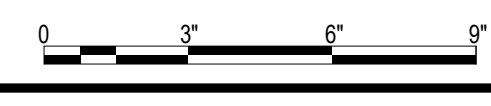
B3 PIPE CHASE PLAN DETAIL
SCALE: 3" = 1'-0"



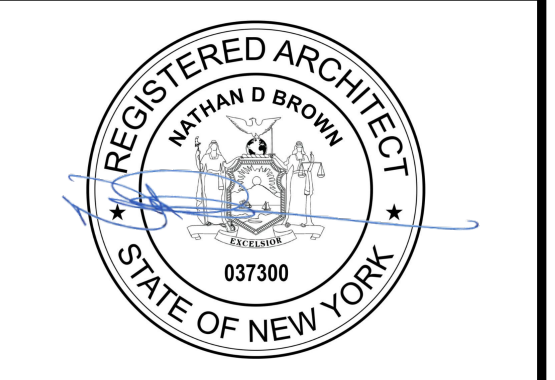
C2 LOBBY WEST ELEVATION
SCALE: 1/4" = 1'-0"



A3 SECURITY WALL AND W2 JAMB PLAN DETAIL
SCALE: 3" = 1'-0"



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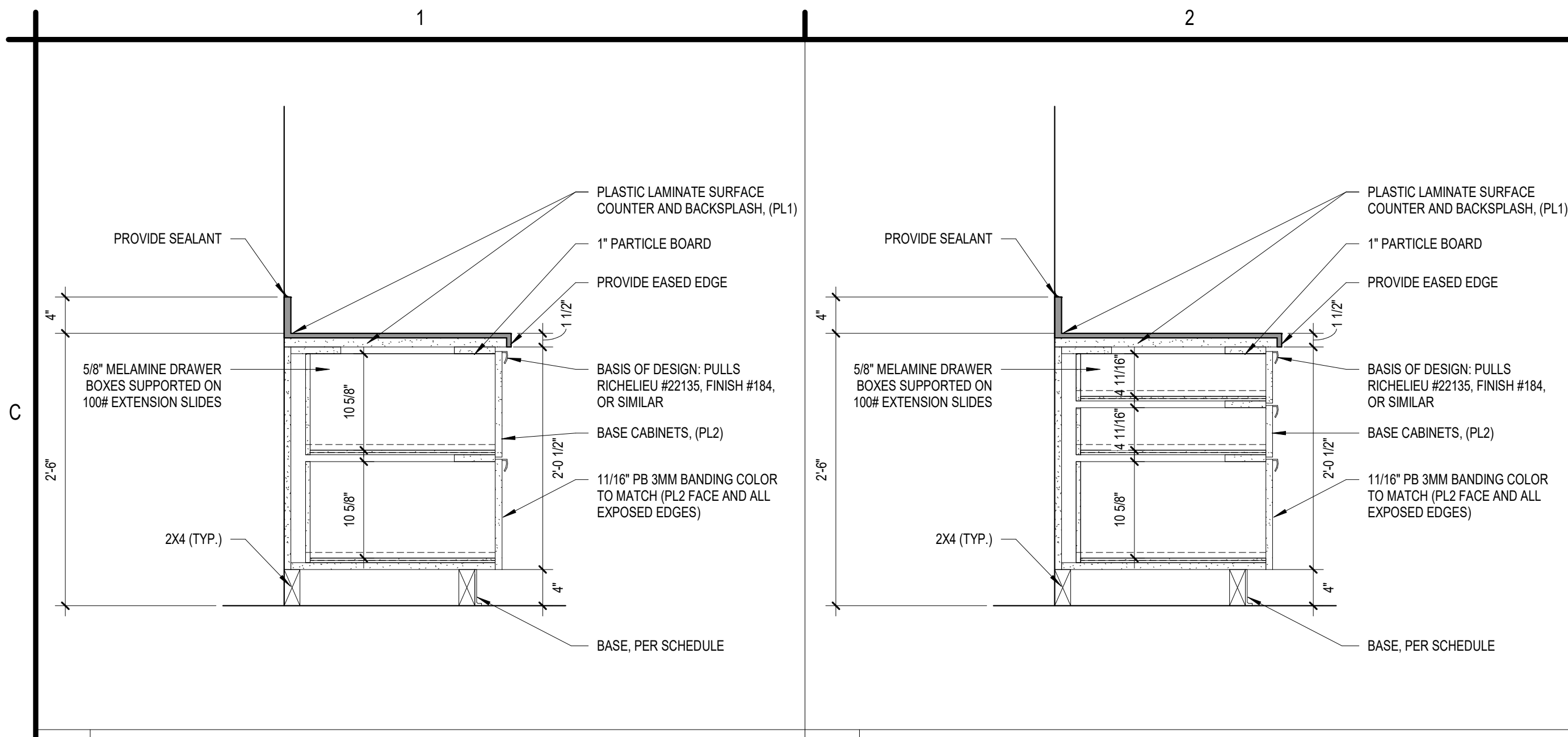


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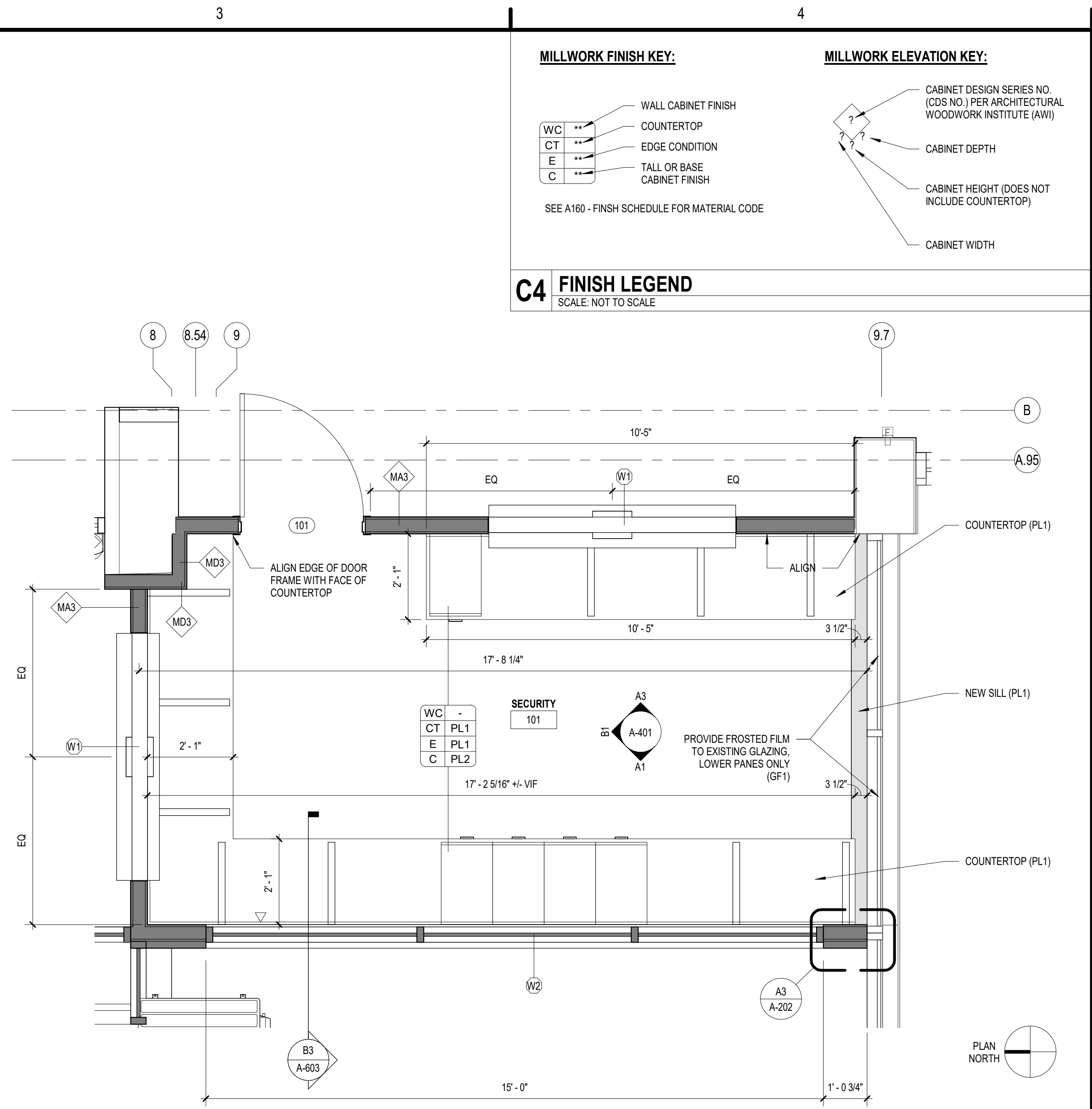
ELEVATIONS AND DETAILS

A-202

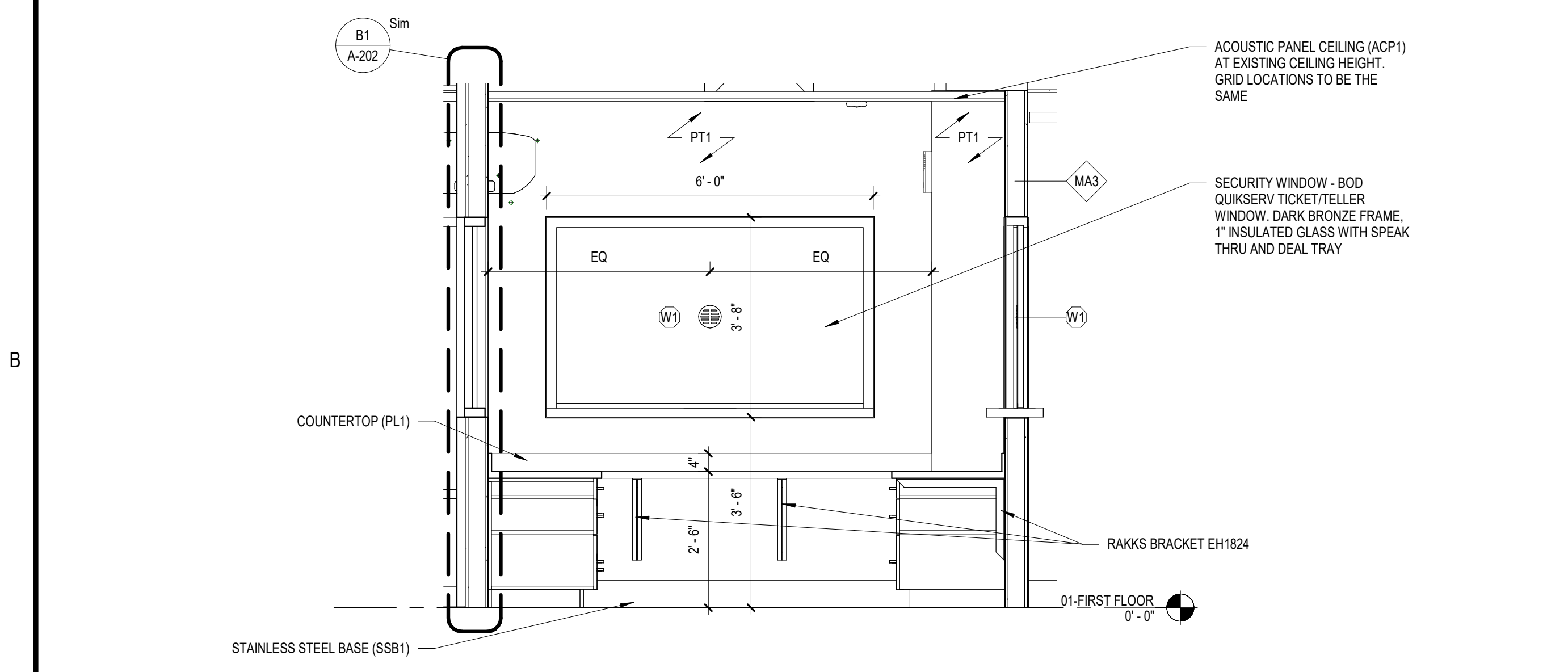


C1 TYPICAL BASE CABINET SECTION - 223 (ALTERNATE DEDUCT #5)
SCALE: 1" = 1'-0"

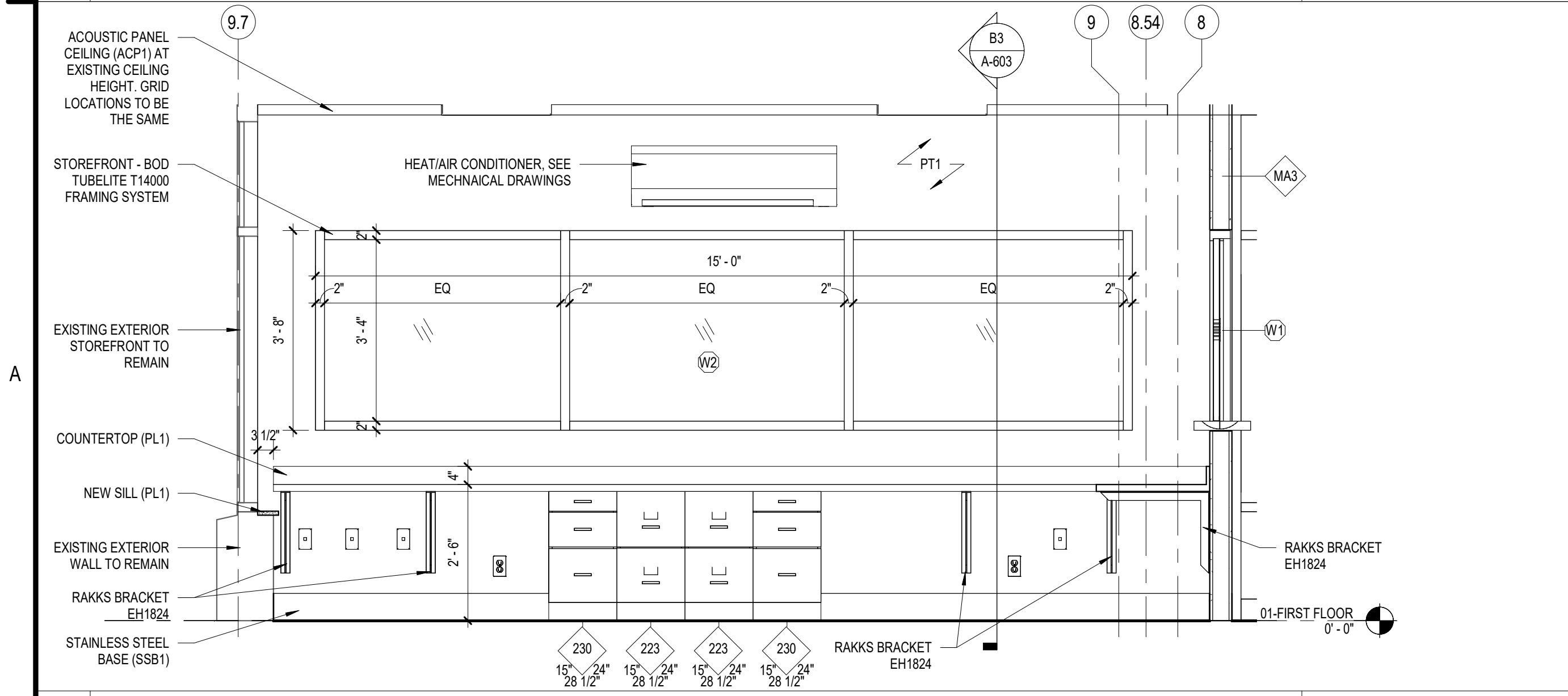
C2 TYPICAL BASE CABINET SECTION - 230 (ALTERNATE DEDUCT #5)
SCALE: 1" = 1'-0"



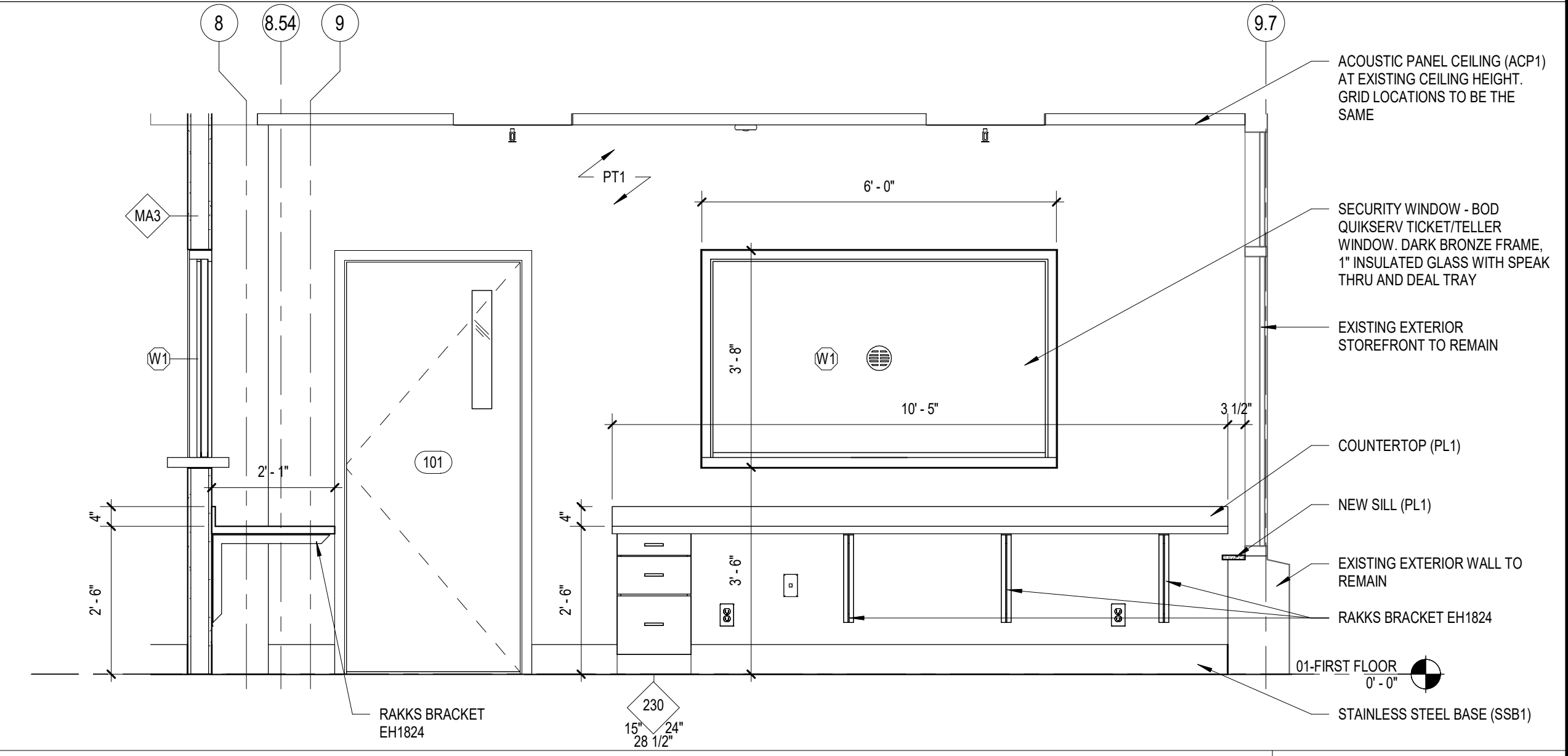
B3 SECURITY OFFICE PLAN
SCALE: 1/2" = 1'-0"



B1 SECURITY 101 NORTH ELEVATION
SCALE: 1/2" = 1'-0"



A1 SECURITY 101 WEST ELEVATION
SCALE: 1/2" = 1'-0"



A3 SECURITY 101 EAST ELEVATION
SCALE: 1/2" = 1'-0"

MILLWORK FINISH KEY:

- WC WALL CABINET FINISH
- CT COUNTERTOP
- E EDGE CONDITION
- C TALL OR BASE CABINET FINISH

SEE A160 - FINISH SCHEDULE FOR MATERIAL CODE

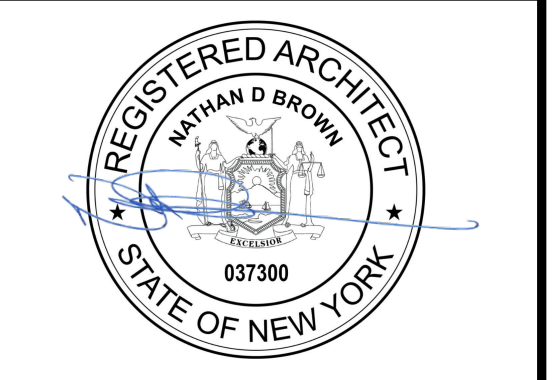
MILLWORK ELEVATION KEY:

- CABINET DESIGN SERIES NO. (CDS NO.) PER ARCHITECTURAL WOODWORK INSTITUTE (AWI)
- CABINET DEPTH
- CABINET HEIGHT (DOES NOT INCLUDE COUNTERTOP)
- CABINET WIDTH

C4 FINISH LEGEND
SCALE: NOT TO SCALE

C&S COMPANIES

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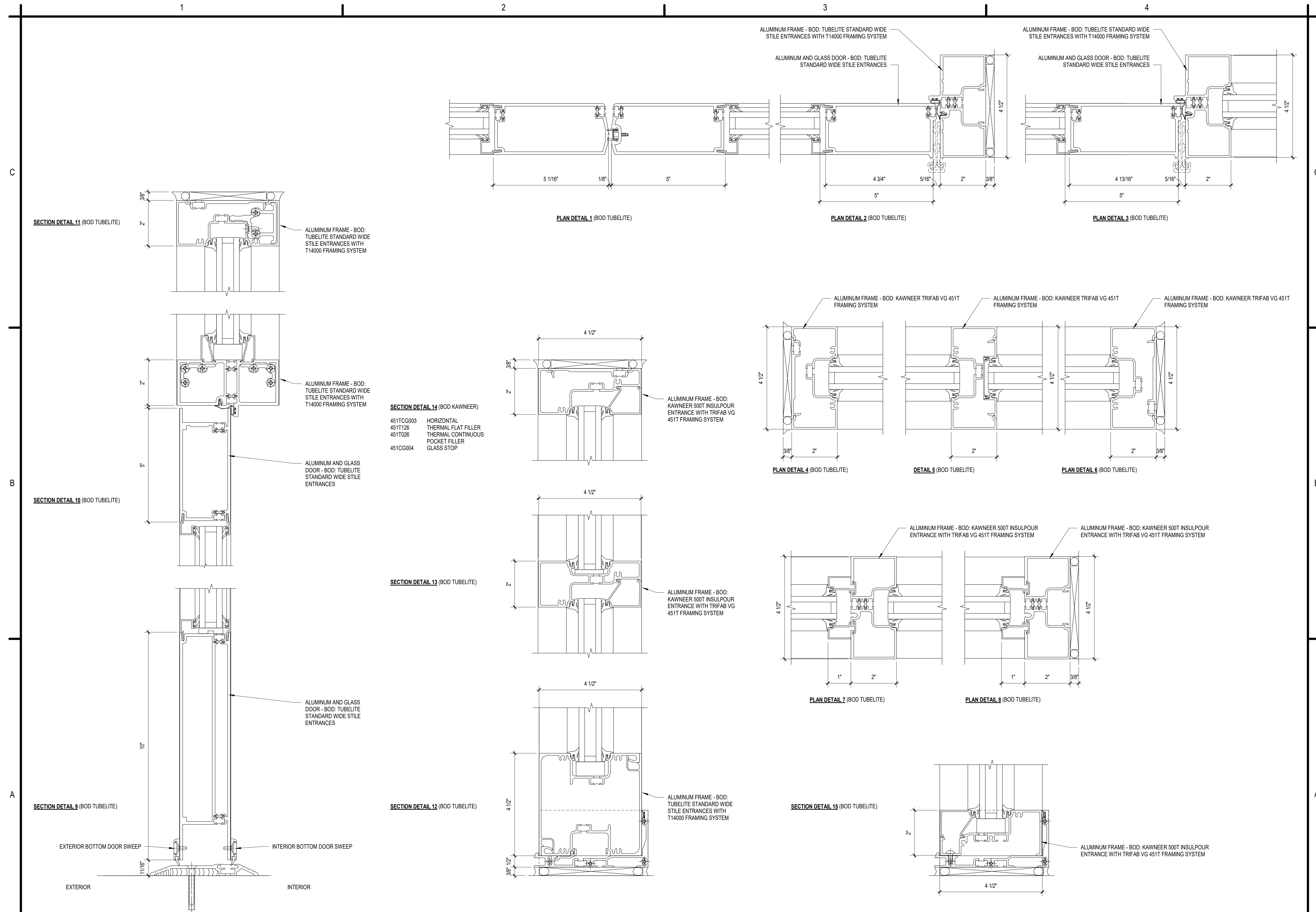


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ENLARGED PLAN

A-401

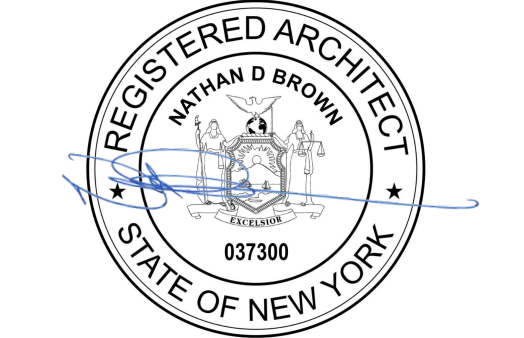


A1 STOREFRONT DETAILS

SCALE: 6" = 1'-0"



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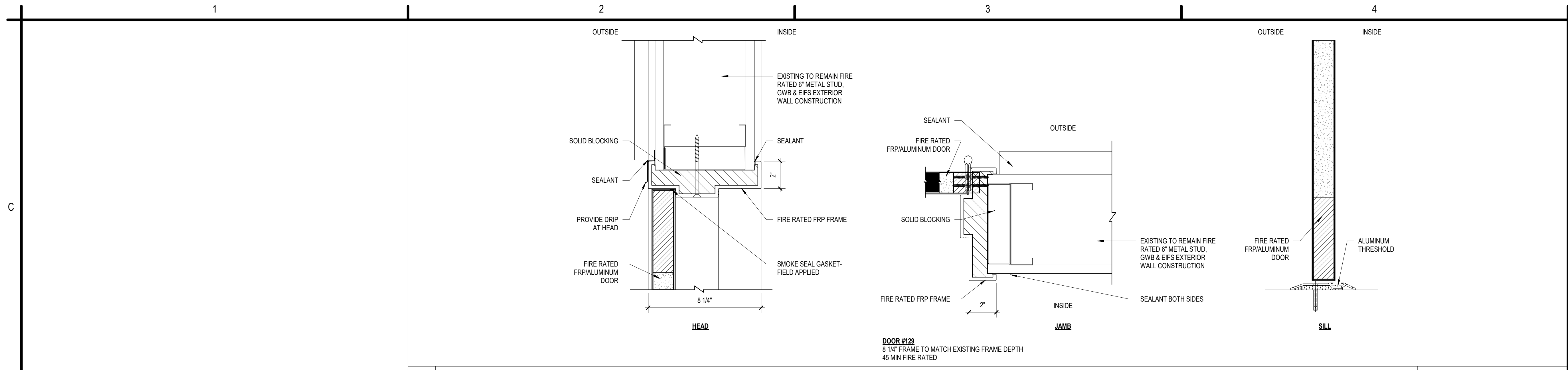


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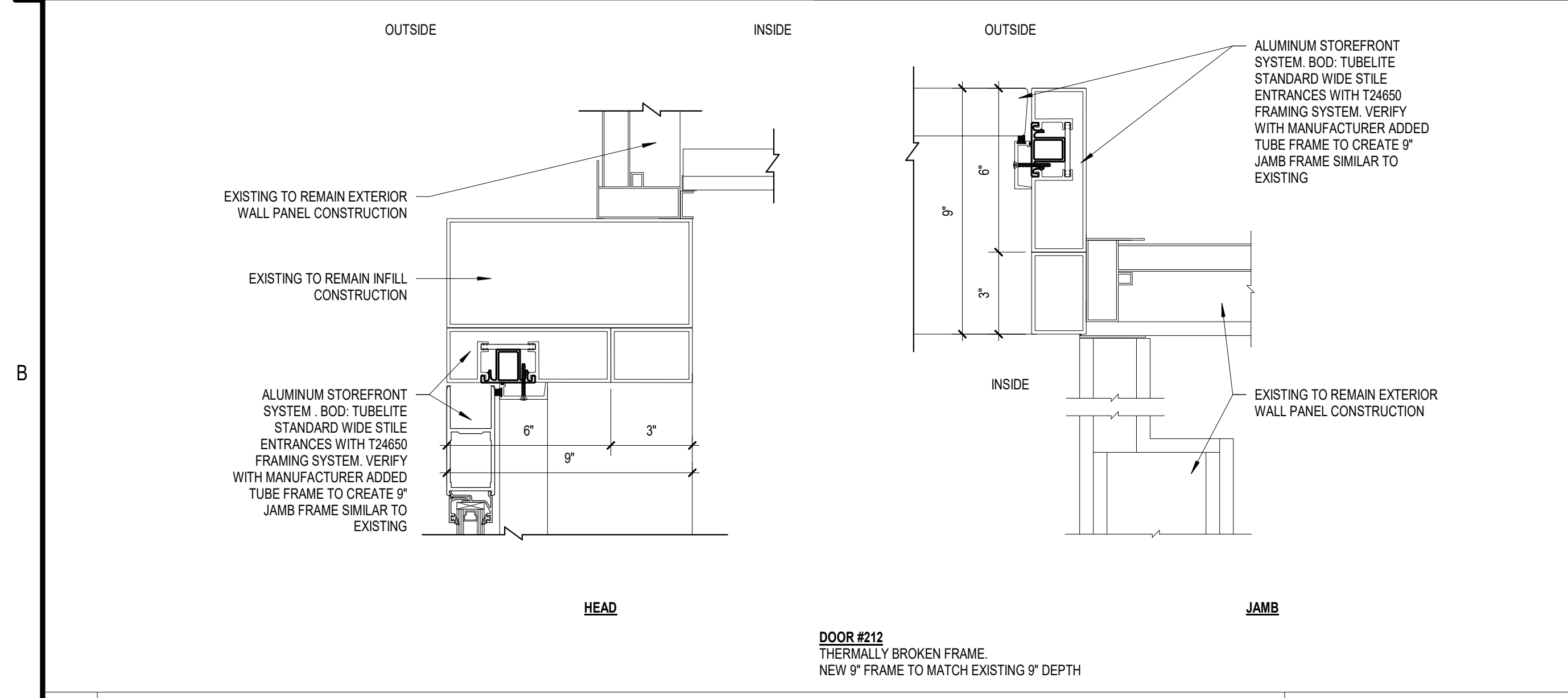
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DOOR AND WINDOW DETAILS

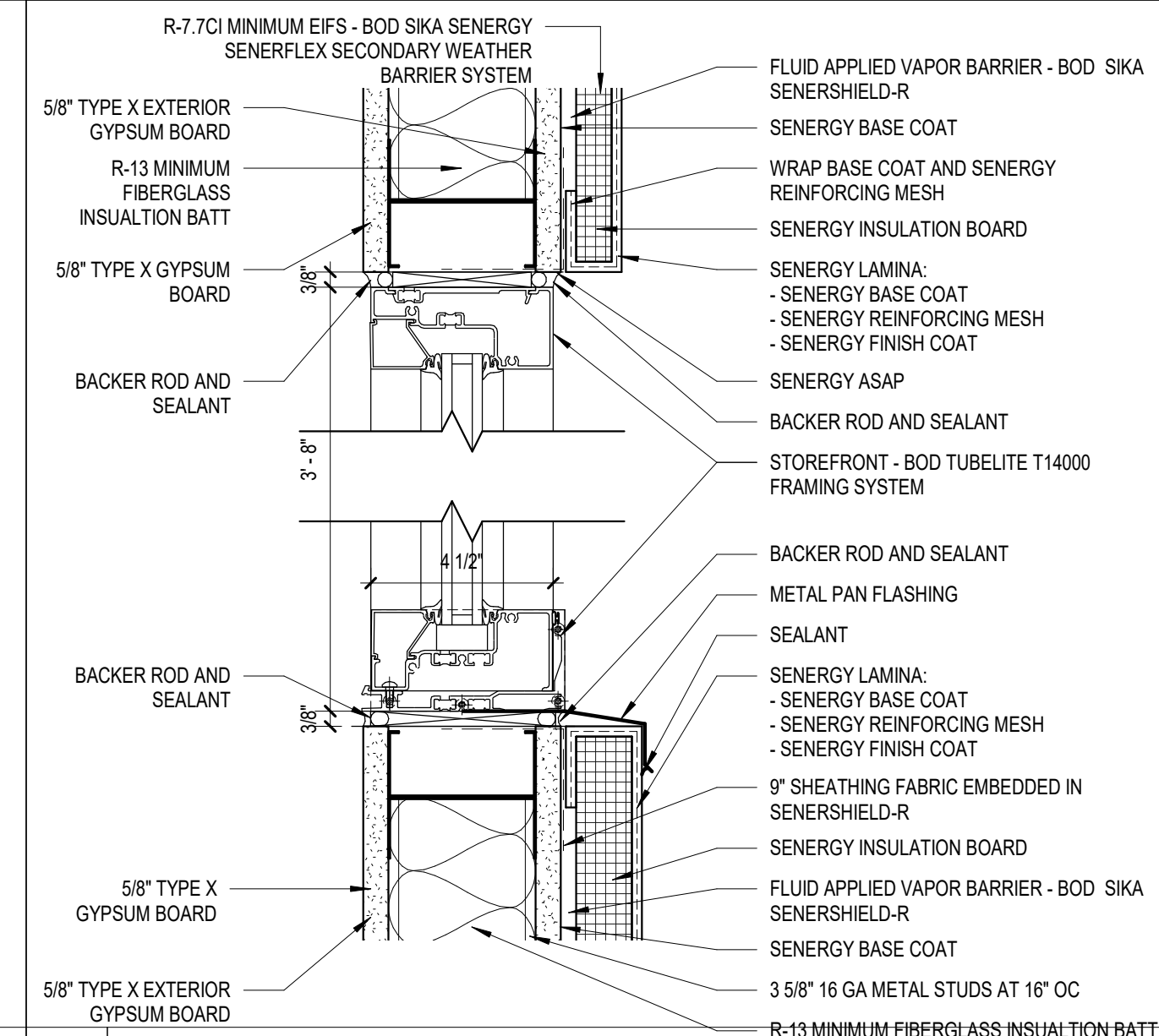
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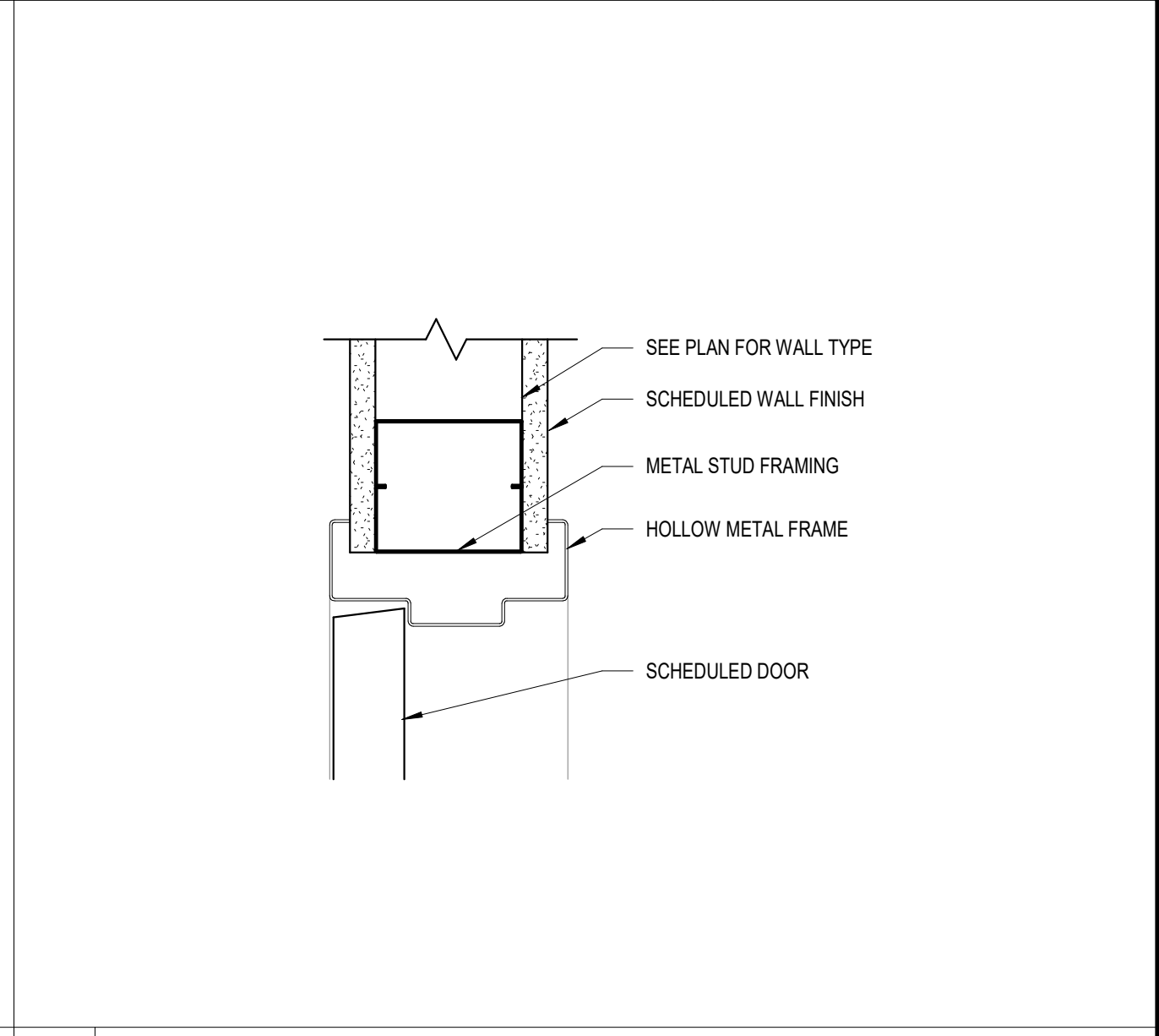
C2 DOOR 129 DETAILS (ALTERNATE DEDUCT #2)
SCALE: 3" = 1'-0"



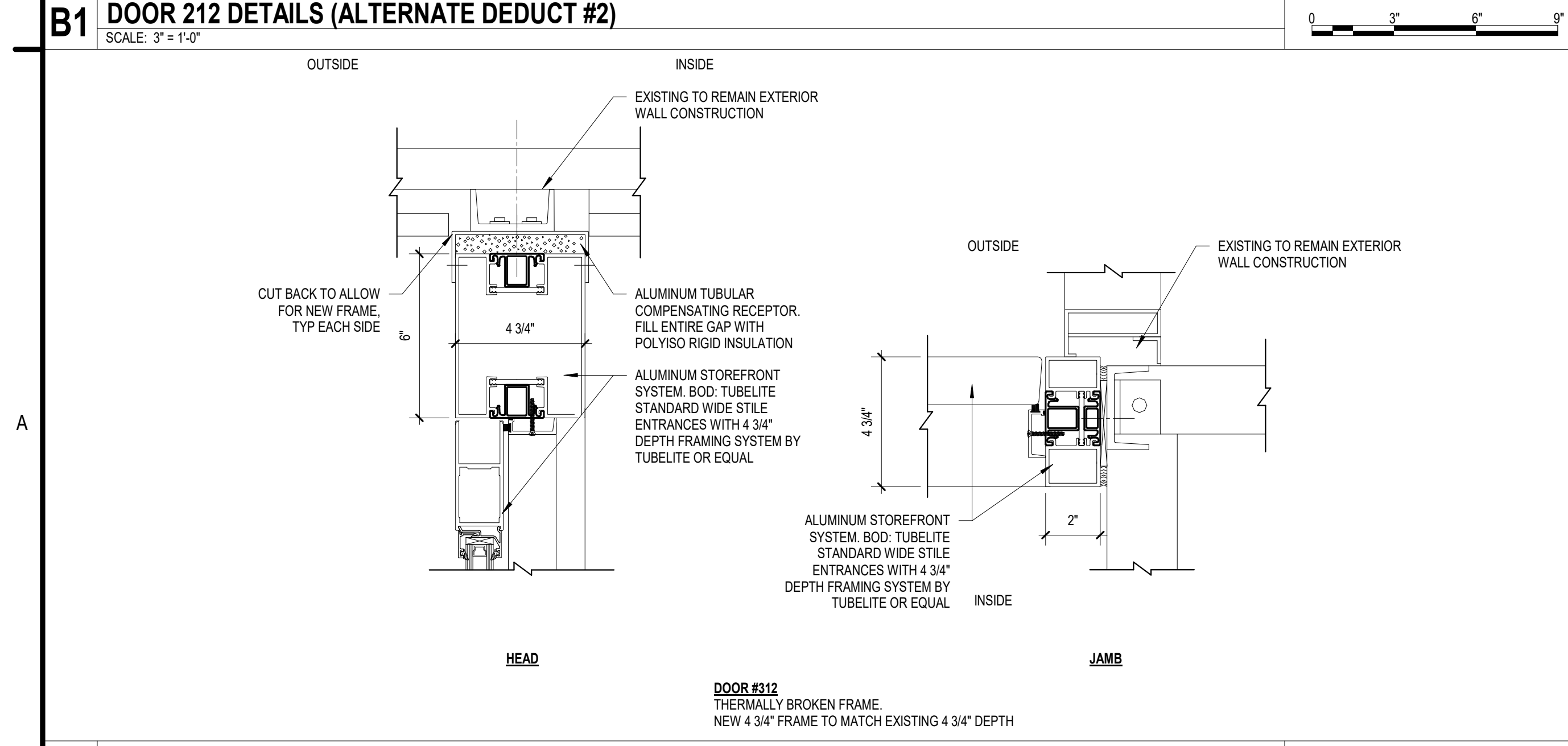
B1 DOOR 212 DETAILS (ALTERNATE DEDUCT #2)
SCALE: 3" = 1'-0"



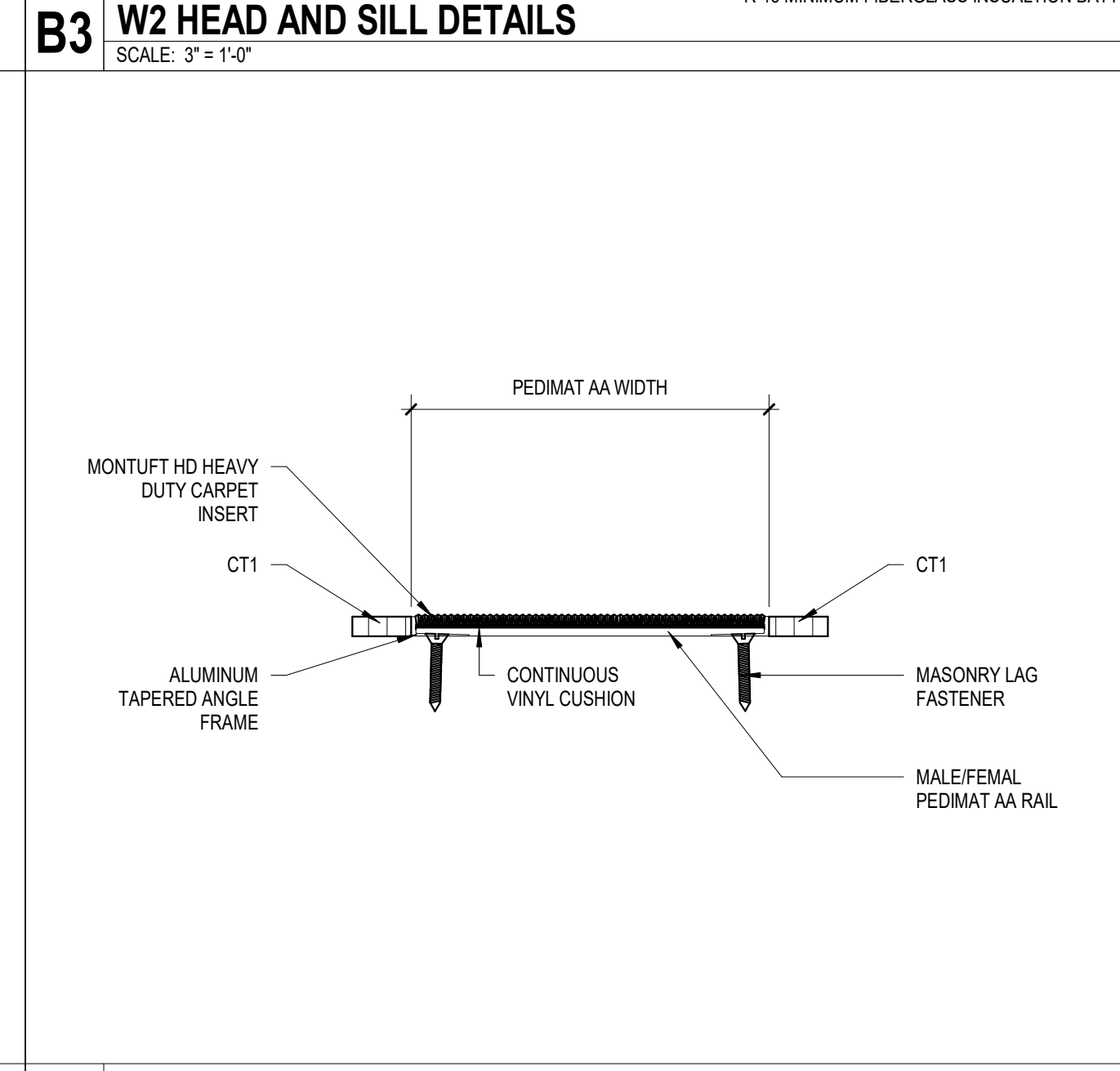
B3 W2 HEAD AND SILL DETAILS
SCALE: 3" = 1'-0"



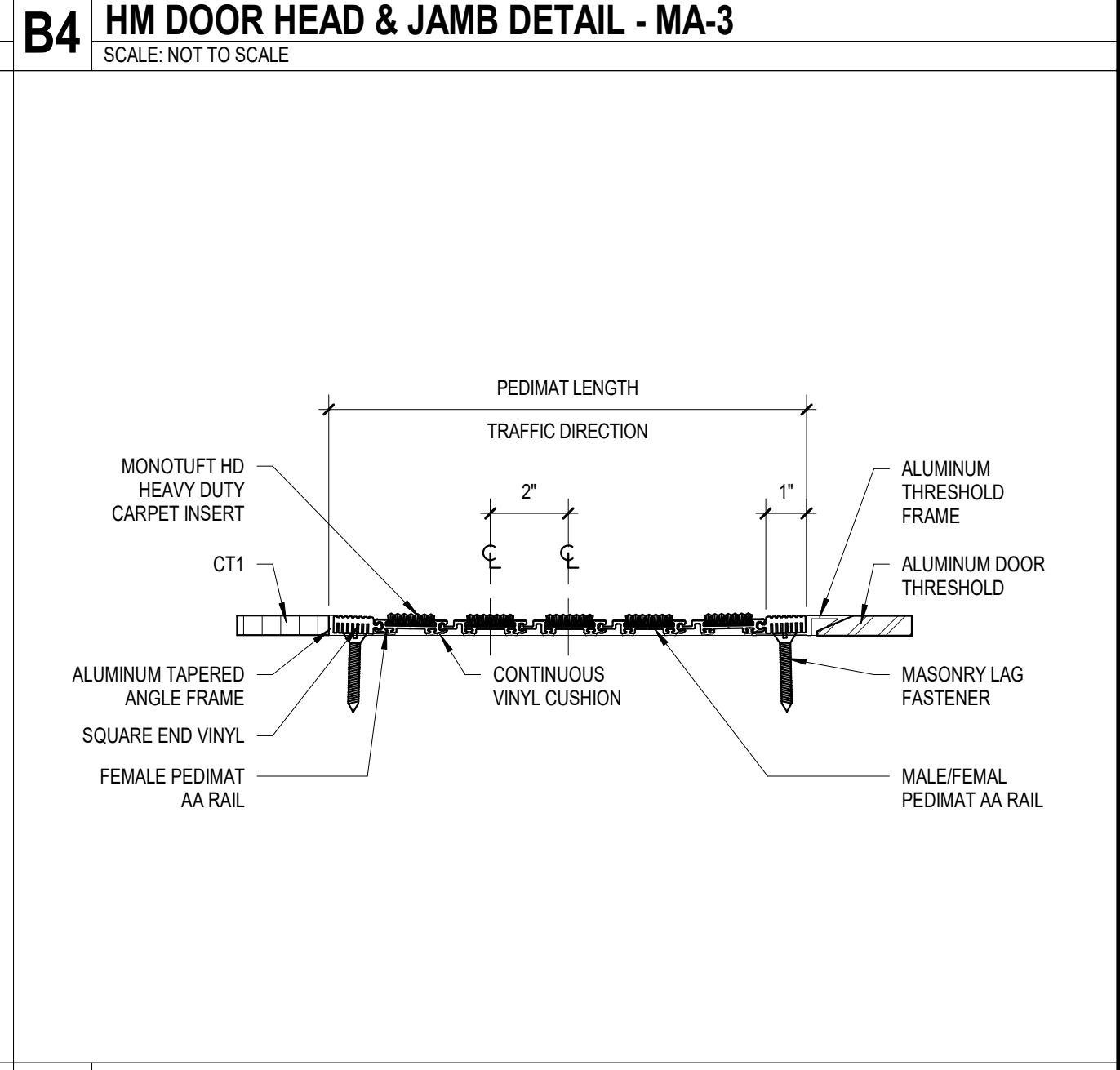
B4 HM DOOR HEAD & JAMB DETAIL - MA-3
SCALE: NOT TO SCALE



A1 DOOR 312 DETAILS (ALTERNATE DEDUCT #2)
SCALE: 3" = 1'-0"



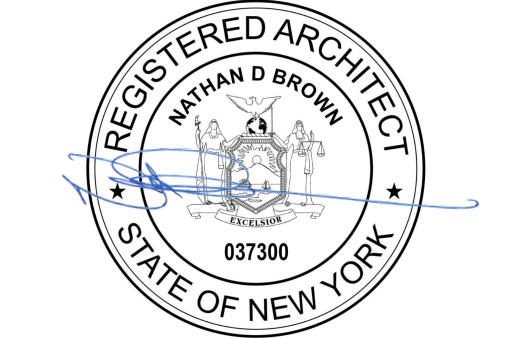
A3 ENTRANCE MAT SECTION 2 - BOD CS SPECIALTIES
SCALE: 3" = 1'-0"



A4 ENTRANCE MAT SECTION 1 - BOD CS SPECIALTIES
SCALE: 3" = 1'-0"



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DOOR, WINDOW AND ENTRANCE MAT DETAILS

A-603

1

I. GENERAL

A. ALL FIRE PROTECTION SYSTEM IMPAIRMENTS SHALL OCCUR IN ACCORDANCE WITH THE 2020 FIRE CODE OF NEW YORK STATE AND NFPA 241.

2. UNLESS APPROVED BY THE AUTHORITY HAVING JURISDICTION THE AUTOMATIC SPRINKLER SYSTEM SHALL REMAIN OPERATIONAL THROUGHOUT DEMOLITION AND SHALL BE THE LAST SYSTEM DEMOLISHED.

3. PRIOR TO REMOVING ANY FIRE PROTECTION SYSTEM FROM SERVICE THE FIRE PROTECTION CONTRACTOR SHALL NOTIFY THE OWNER, LOCAL FIRE DEPARTMENT, AND CODE ENFORCEMENT OFFICIAL IN WRITING A MINIMUM OF 48 HOURS BEFORE HAND THAT THE SYSTEM IS TO BE REMOVED FROM SERVICE. THE NOTIFICATION SHALL INCLUDE THE DATE AND TIME THE SYSTEM WILL BE REMOVED FROM SERVICE AND THE PROJECTED DATE AND TIME THE SYSTEM WILL BE RESTORED.

4. THE SYSTEM IMPAIRMENT FOR THE RENOVATION SHALL BE CONDUCTED AS A PRE-PLANNED IMPAIRMENT. TO MINIMIZE THE IMPAIRMENT TIME ALL NECESSARY TOOLS AND MATERIALS SHALL BE ASSEMBLED ONSITE PRIOR TO REMOVING THE SYSTEM FROM SERVICE.

5. DURING ANY FIRE PROTECTION SYSTEM OUTAGES THE BUILDING SHALL BE PROVIDED WITH A FIRE WATCH AS REQUIRED BY THE FIRE CODE OF NEW YORK STATE. THE SOLE RESPONSIBILITY OF THE INDIVIDUAL ASSIGNED TO THE WATCH SHALL BE TO PERFORM CONSTANT PATROLS OF THE IMPAIRED AREA TO KEEP WATCH FOR FIRES. THE FIRE WATCH SHALL BE PROVIDED WITH AN APPROVED MEANS OF NOTIFICATION FOR THE FIRE DEPARTMENT. IF THE BUILDING IS PROTECTED BY MULTIPLE FIRE PROTECTION SYSTEMS ONLY THE IMPAIRED AREA OF THE BUILDING SHALL BE REQUIRED TO BE PATROLLED BY THE FIRE WATCH.

6. THE FIRE DEPARTMENT CONNECTION SHALL BE AFFIXED WITH AN OUT OF SERVICE SIGN WHENEVER THE SPRINKLER SYSTEM MAIN CONTROL VALVE IS CLOSED. THE SIGN SHALL BE PROVIDED, INSTALLED AND POLICED BY THE FIRE PROTECTION CONTRACTOR.

7. THE FOLLOWING PROJECT SPECIFIC IMPAIRMENT ACTIONS SHALL BE IMPLEMENTED:

A. THE FIRE PROTECTION CONTRACTOR SHALL PHASE WORK SUCH THAT AT THE END OF EACH WORK SHIFT THE FIRE SPRINKLER SYSTEM WITHIN THE BUILDING SHALL BE OPERATIONAL UNTIL THE START OF THE NEXT SHIFT.

B. THE RECONSTRUCTION AREA SHALL BE PROVIDED WITH A FIRE WATCH WHENEVER THE BUILDING IS OCCUPIED AND THE FIRE SPRINKLER SYSTEM IN THE RECONSTRUCTION AREA HAS BEEN REMOVED FROM SERVICE.

8. WITHIN 24 HOURS OF RESTORING ANY FIRE PROTECTION SYSTEM TO SERVICE THE FIRE PROTECTION CONTRACTOR SHALL PROVIDE IN WRITING TO THE OWNER, LOCAL FIRE DEPARTMENT, AND CODE ENFORCEMENT OFFICIAL CERTIFICATION THAT THE FOLLOWING HAS BEEN IMPLEMENTED:

A. INSPECTIONS AND TESTS HAVE BEEN COMPLETED TO ENSURE THE AFFECTED SYSTEM IS OPERATIONAL.

B. THE IMPAIRMENT TAG HAS BEEN REMOVED.

C. THE OWNER AND/OR OCCUPANT HAVE BEEN INSTRUCTED ON THE OPERATION OF THE SYSTEM.

D. THE THIRD PARTY MONITORING COMPANY HAS BEEN ADVISED THAT THE SYSTEM IS IN SERVICE.

9. SPRINKLER SYSTEM SHALL BE DEMOLISHED AS SHOWN. PIPING SHALL BE CAPPED AT ALL DISCONNECT FROM EXISTING POINTS AND A PIPE SUPPORT INSTALLED SUCH THAT THE UNSUPPORTED LENGTH BETWEEN THE END SPRINKLER AND THE LAST SUPPORTED SPRINKLER ON THE LINE DOES NOT EXCEED THE FOLLOWING MAXIMUMS:

A. 1" PIPE - 36" MAXIMUM

B. 1.25" PIPE - 48" MAXIMUM

C. 1.5" PIPE AND GREATER - 60" MAXIMUM

2

II. MATERIALS/PRODUCTS

A. GENERAL: THE WORK COVERED CONSISTS OF FURNISHING ALL LABOR AND MATERIALS NECESSARY TO INSTALL, COMPLETE AND READY FOR CONTINUOUS OPERATION, THE FIRE PROTECTION SYSTEMS, APPARATUS, AND EQUIPMENT FOR THE WET-PIPE SPRINKLER SYSTEM PROTECTING ALL AREAS IN ACCORDANCE WITH NFPA 13. DESIGN SHALL BE BY A NICET LEVEL III OR IV TECHNICIAN. INSTALLATION SHALL BE PERFORMED BY A CERTIFIED SPRINKLER CONTRACTOR OR A SPECIALIST WHO IS EXPERIENCED IN THE DESIGN AND INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS (MINIMUM 3 YEARS).

B. SHOP DRAWINGS: SUBMIT DETAILED SHOP DRAWINGS IN ACCORDANCE WITH NFPA 13 "WORKING PLANS". DRAWINGS ON UNIFORM SIZE SHEETS NO SMALLER THAN 24 INCHES BY 36 INCHES SHALL BE SUBMITTED TO OWNER AND C&S ENGINEERS FOR REVIEW AND APPROVAL. INFORMATION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

1. LAYOUT INDICATING DETAILS, PLAN VIEW, ELEVATION, AND SECTIONS OF THE SYSTEM PIPING. INDICATE THE LOCATION OF SPRINKLERS AND PIPING IN RELATION TO THE CEILING LAYOUT SHOWING PIPE LENGTHS AND SIZES.

2. DETAILED RISER DIAGRAM SHOWING SCHEMATIC OF SYSTEMS SUPPLY, SUPPLY CONNECTION, DEVICES, VALVES, PIPE, AND FITTINGS.

3. THE SIGNATURE AND CERTIFICATION LETTER OF A NICET LEVEL III OR IV TECHNICIAN.

4. MANUFACTURER'S DATA SHALL BE PROVIDED AND ANNOTATED TO SHOW THE SPECIFIC MODEL, TYPE AND SIZE OF EACH ITEM.

C. CODES: ALL EQUIPMENT, MATERIALS, LABOR, AND TESTING SHALL BE IN ACCORDANCE WITH THE NEW YORK STATE BUILDING AND FIRE CODE, LOCAL ORDINANCES AND REGULATIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND INSURANCE REGULATIONS AND REQUIREMENTS GOVERNING SUCH WORK.

D. SHOP/RECORD DRAWINGS: THE CONTRACTOR SHALL MAINTAIN AT THE JOB, AT ALL TIMES, A COMPLETE AND SEPARATE SET OF BLACKLINE PRINTS OF THE FIRE PROTECTION DRAWINGS OF THEIR TRADE ON WHICH THEY SHALL MARK CLEARLY, NEATLY, ACCURATELY, AND PROMPTLY AS THE WORK PROGRESSES. THE CONTRACTOR SHALL UPDATE SHOP DRAWINGS IN AUTOCAD/REVIT AND PROVIDE TWO SETS OF "AS-BUILT" DRAWINGS TO C&S ENGINEERS AT THE JOB COMPLETION TO VERIFY THAT THE COMPLETED INSTALLATION COMPLIES WITH ALL APPLICABLE CODES AND UNDERWRITERS' REQUIREMENTS. C&S ENGINEERS WILL FORWARD FINAL REVIEWED AS-BUILT DRAWINGS TO THE OWNER'S REPRESENTATIVE FOR THEIR RECORD.

E. INSPECTION: ALL WORK SHALL BE SUBJECT TO THE INSPECTION OF THE OWNER AND SUCH OTHER INSPECTORS HAVING JURISDICTION. A PROPERLY EXECUTED CERTIFICATE OF INSPECTION SHALL BE PROVIDED.

F. PROTECTION OF PROPERTY: PROTECT ALL NEW AND EXISTING WORK BEFORE, DURING, AND AFTER INSTALLATION.

G. CERTIFICATES OF APPROVAL: UPON COMPLETION OF ALL WORK, THE CONTRACTOR SHALL FURNISH, IN DUPLICATE, CERTIFICATES OF INSPECTIONS FROM ALL INSPECTORS AND AUTHORITIES HAVING JURISDICTION, NOTARIZED LETTERS FROM THE MANUFACTURERS STATING THAT AUTHORIZED FACTORY ENGINEERS HAVE INSPECTED AND TESTED THE INSTALLATION OF THEIR RESPECTIVE SYSTEMS AND FOUND SAME TO BE IN PERFECT OPERATING CONDITION.

H. FIRE PROTECTION DRAWINGS: THE FIRE PROTECTION DRAWINGS ARE DIAGRAMMATIC AND INDICATE ONLY THE GENERAL ARRANGEMENTS OF WORK. IT IS NOT THE INTENT OF THESE DRAWINGS TO SHOW EVERY PIPE, RISE, DROP, ELBOW, ETC. ANY ADDITIONAL WORK NOT SHOWN AND REQUIRED TO INSTALL THE FIRE PROTECTION SYSTEMS SHALL BE INCLUDED AS PART OF THIS CONTRACT.

I. REMOVAL WORK: PARTICULAR CARE SHALL BE TAKEN TO AVOID CREATING HAZARDS ON THE SITE OR CAUSING DISRUPTION OF SERVICE IN THE BUILDING. ALL EXISTING FIRE PROTECTION EQUIPMENT TO BE REMOVED SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER. ALL EXISTING FIRE PROTECTION EQUIPMENT TO BE TURNED OVER TO THE OWNER AND SHALL BE PRESENTED TO THE OWNER IN GOOD CONDITION AT A LOCATION DESIGNATED BY THE OWNER. ALL OTHER FIRE PROTECTION EQUIPMENT SHALL BE REMOVED FROM THE PREMISES. REMOVE ALL ABANDONED PIPING AND EQUIPMENT NOT BUILT INTO BUILDING CONSTRUCTION. WHERE CEILING OR WALLS ARE REMOVED, ALL ABANDONED PIPING SHALL BE REMOVED AND ENDS OF LIVE SERVICES CAPPED. ABANDONED ELEMENTS BUILT INTO WALLS OR LOCATED ABOVE EXISTING INACCESSIBLE CEILINGS SHALL REMAIN AND ENDS CAPPED AND MARKED ABANDONED.

J. CONTINUITY OF SERVICES: FIRE PROTECTION SERVICES SHALL BE MAINTAINED IN ALL AREAS WHICH WILL BE OCCUPIED DURING THE CONSTRUCTION PERIOD. IF AN INTERRUPTION OF FIRE PROTECTION SERVICE BECOMES NECESSARY, SUCH SHALL BE MADE ONLY UPON CONSENT OF THE OWNER AT A TIME OUTSIDE NORMAL WORKING HOURS AS SHE SHALL DESIGNATE. REFER TO THE OVERALL SCHEDULING OF THE WORK OF THE PROJECT. SCHEDULE WORK TO CONFORM TO THIS SCHEDULE AND INSTALL WORK TO NOT DELAY NOR INTERFERE WITH THE PROGRESS OF THE PROJECT.

3

III. TESTING

A. PRELIMINARY TESTING: PERFORM HYDROSTATIC OF WET-PIPE SPRINKLER SYSTEM, AS REQUIRED BY NFPA 13, IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

B. FINAL INSPECTION AND TESTING: ADVISE THE CONTRACTING OFFICER WHEN HYDROSTATIC AND ALARM TESTS HAVE BEEN COMPLETED AND ALL NECESSARY CORRECTIONS MADE, SO AS TO PERMIT FINAL INSPECTION AND TESTING. SUBMIT REQUEST FOR TESTING AT LEAST 7 CALENDAR DAYS PRIOR TO TEST DATE.

C. THE FINAL TEST SHALL BE WITNESSED BY THE OWNER'S REPRESENTATIVE. THE INSTALLING CONTRACTOR SHALL BE IN ATTENDANCE AT THE FINAL TEST.

D. PROVIDE ALL EQUIPMENT, SERVICES, AND LABOR TO PROPERLY PERFORM ALL REQUIRED TESTS. THE OWNER'S REPRESENTATIVE SHALL SUPERVISE ALL TESTING.

E. COPIES OF ALL TEST REPORTS SHALL BE PROVIDED TO THE OWNER'S REPRESENTATIVE AND C&S ENGINEERS.

4

SCOPE OF WORK:

THE SCOPE OF WORK SHALL INCLUDE THE FOLLOWING:

1. THE LAYOUT, INSTALLATION, AND TESTING OF NEW FIRE PROTECTION, AUTOMATIC WET-PIPE SPRINKLER SYSTEMS THROUGHOUT THE RENOVATION AREA.

2. SUBMISSION OF DOCUMENTATION AS REQUIRED.

APPLICABLE CODES:

1. 2020 BUILDING CODE OF NEW YORK STATE.

2. 2020 FIRE CODE OF NEW YORK STATE.

3. NFPA 13 - 2016, STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS

DESIGN CRITERIA:

1. THE DESIGN DOCUMENTS PROVIDED HEREIN IDENTIFY THE MINIMUM SYSTEM REQUIREMENTS, IN ACCORDANCE WITH THE ABOVE REFERENCED CODES AND REGULATIONS.

2. PROVIDE A COMPLETE AUTOMATIC WET-PIPE SPRINKLER SYSTEM FOR AREAS INDICATED. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH NFPA 13. REFER TO DIVISION 21 SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

A. CORRIDORS, OFFICES, LOUNGES, AND SIMILAR SPACES: LIGHT HAZARD, STANDARD RESPONSE SPRINKLERS, 196 SQ.FT. MAX SPRINKLER SPACING.

B. STORAGE, MECHANICAL/ELECTRICAL, AND SIMILAR SPACES: ORDINARY HAZARD GROUP I, STANDARD RESPONSE SPRINKLERS, 130 SQ.FT. MAX SPRINKLER SPACING.

3. CONTRACTOR IS RESPONSIBLE FOR FINAL SPRINKLER SYSTEM PIPE LAYOUT AND COORDINATION WITH OTHER TRADES.

4. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE ENGINEER OF RECORD (THROUGH THE APPROPRIATE PARTIES) COMPLETE SHOP DRAWINGS OF THE FIRE SPRINKLER SYSTEMS AND MATERIAL DATA AT THE SAME TIME. INCOMPLETE SUBMITTALS WILL BE RETURNED WITHOUT REVIEW. SHOP DRAWINGS SHALL INCLUDE, AT MINIMUM, WORKING PLANS, AND COORDINATION WITH OTHER TRADES.

GENERAL NOTES:

1. ALL SPRINKLER AND SYSTEM COMPONENTS SHALL COMPLY WITH THE LISTING AND/OR PERFORMANCE REQUIREMENTS OF NFPA 13.

2. INSTALLATION PERSONNEL SHALL BE SUPERVISED BY PERSONS WHO ARE QUALIFIED AND EXPERIENCED IN THE INSTALLATION, INSPECTION, AND TESTING OF FIRE SPRINKLER SYSTEMS.

3. COORDINATE SPRINKLERS WITH ALL OTHER TRADES TO AVOID CONFLICTS. (SUCH AS LIGHTS, CEILING FANS, HVAC DUCTS AND GRILLS, ETC.) IN CEILINGS WITH ACT, CENTER SPRINKLERS IN TILES.

4. ALL PIPING SHALL BE BLACK STEEL AND SHALL BE PAINTED RED.

5. PIPING SHALL BE INSTALLED CONCEALED ABOVE FINISHED CEILINGS UNLESS NOTED OTHERWISE.

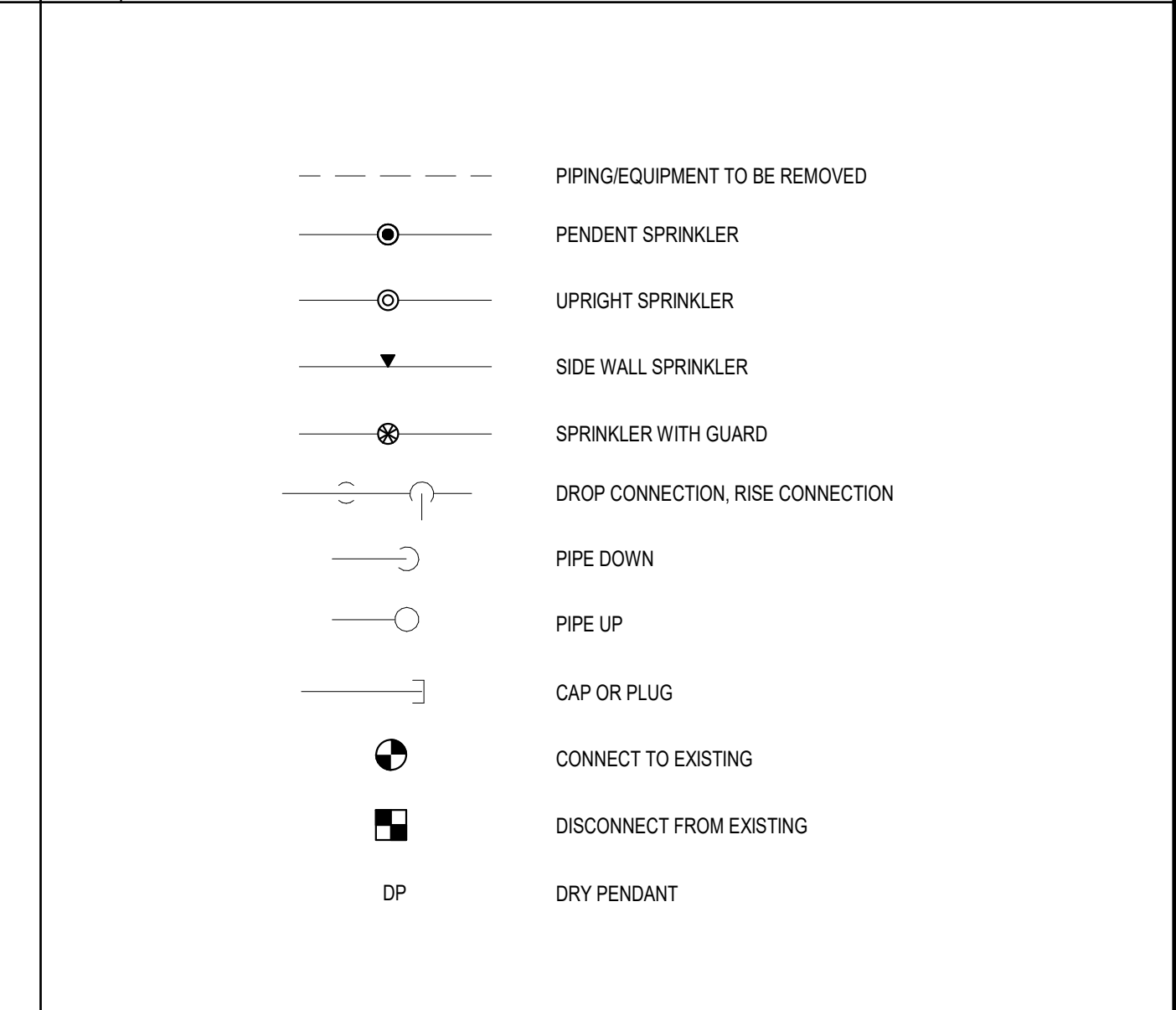
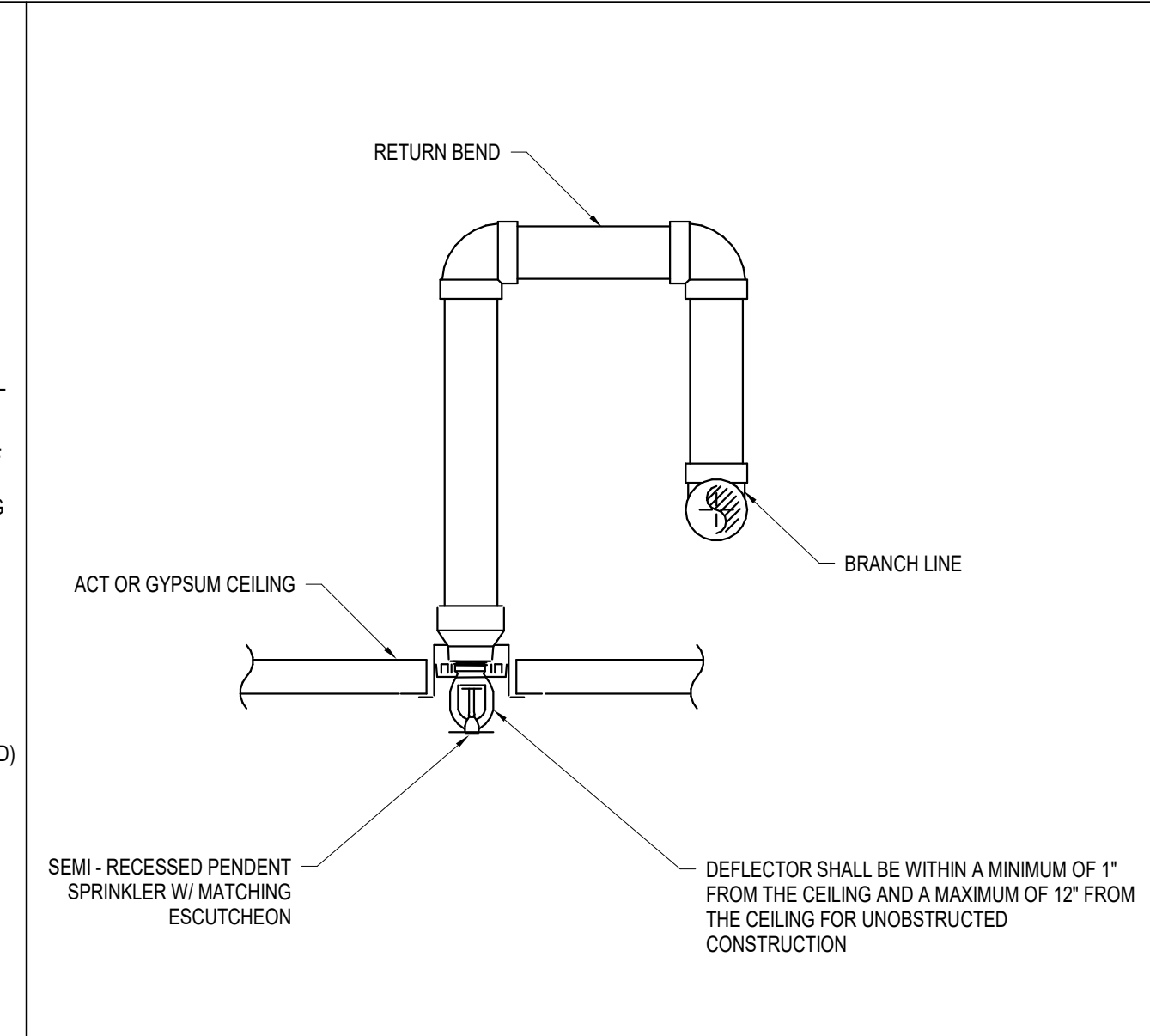
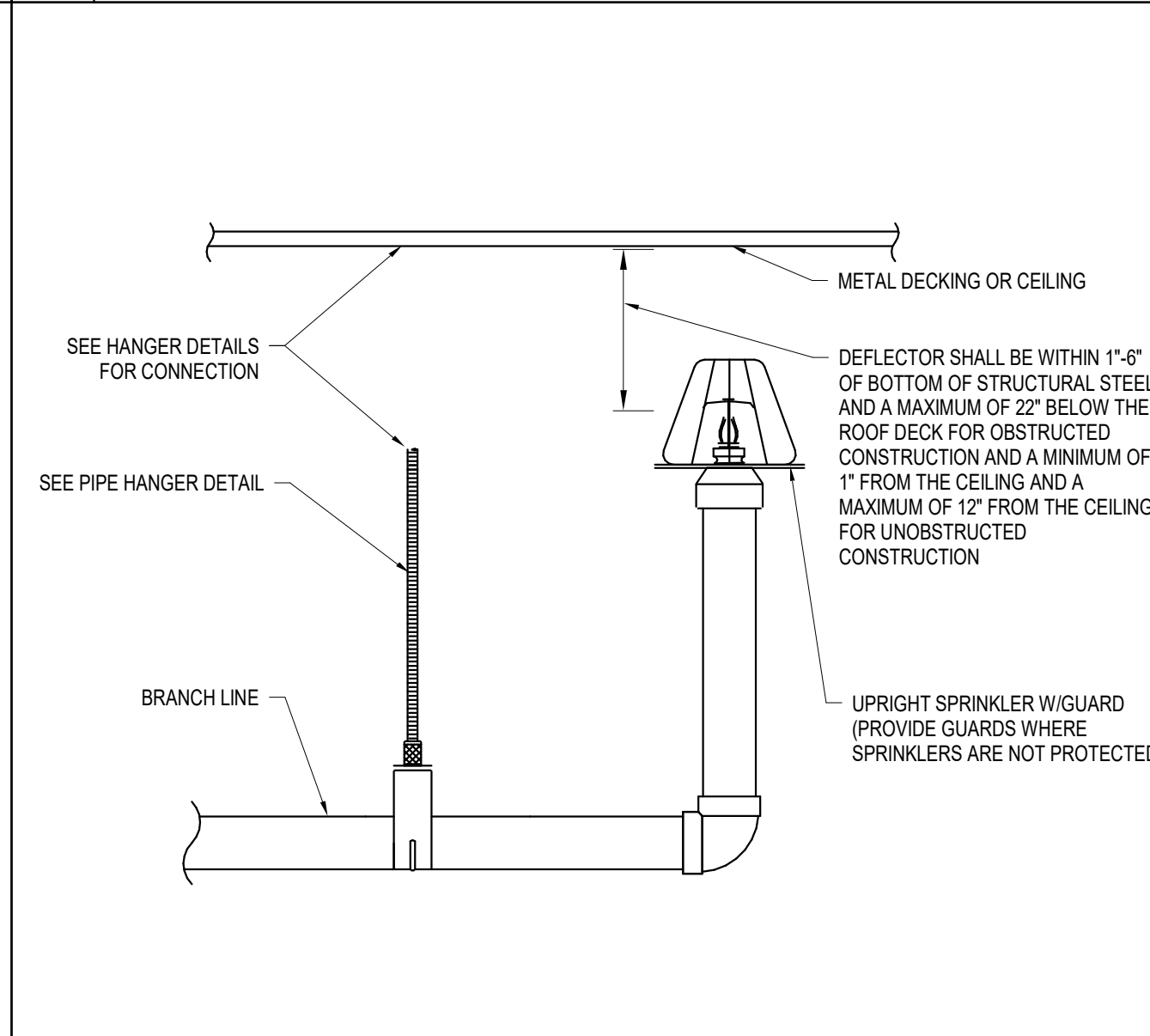
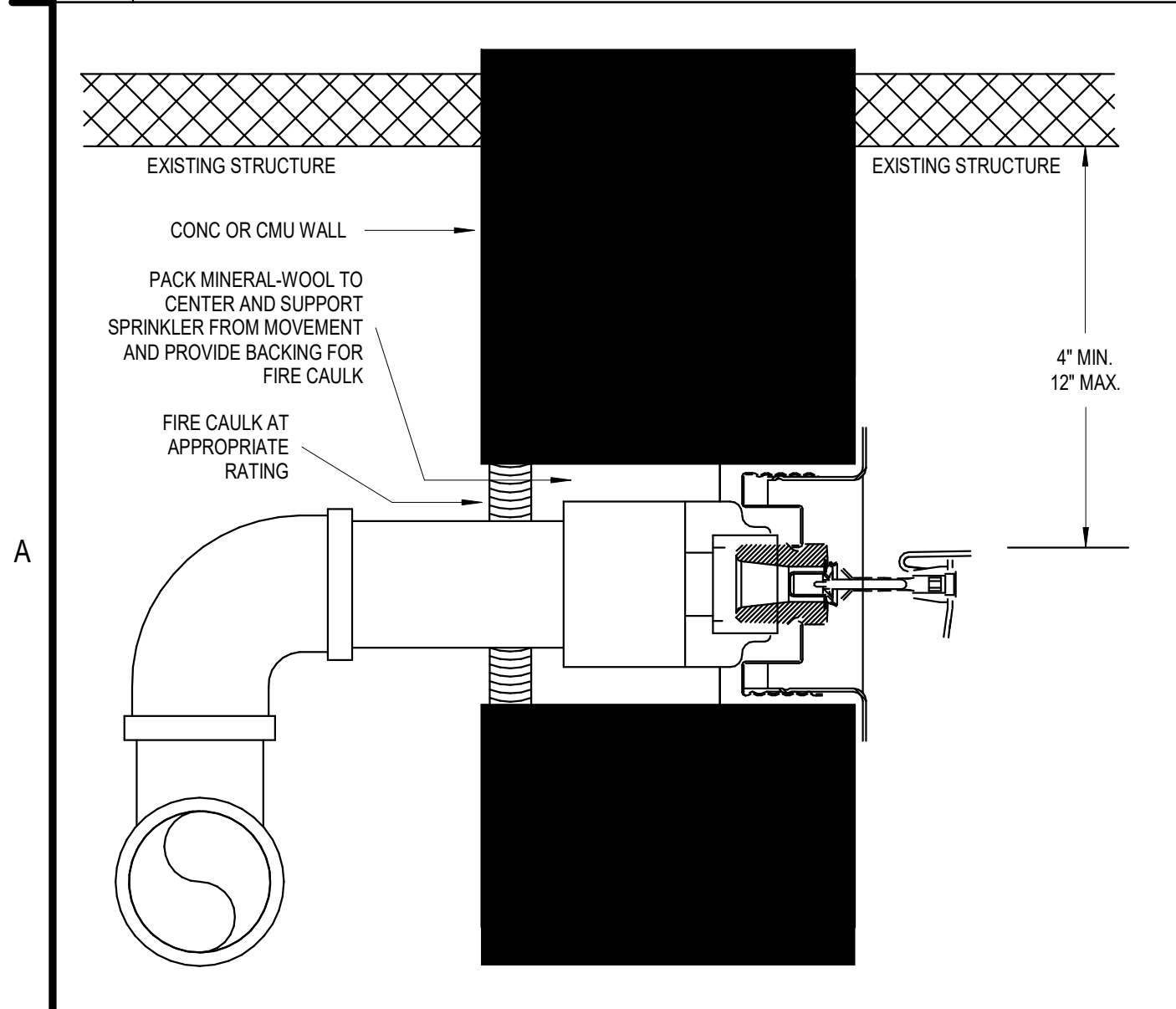
6. PIPING SHALL BE INSTALLED EXPOSED IN UNFINISHED CEILING AREAS UNLESS NOTED OTHERWISE. LOCATE PIPING TIGHT TO STRUCTURE AND ABOVE OTHER SYSTEMS WHERE POSSIBLE. ALL EXPOSED PIPING IN FINISHED ROOM AREAS ARE SUBJECT TO OWNER'S REPRESENTATIVE'S REVIEW.

7. ALL PENETRATIONS THROUGH FIRE/SMOKE RATED ASSEMBLIES SHALL BE FIRE STOPPED. FIRE STOPPING SHALL BE OF U.L. LISTED ASSEMBLY.

B1 FIRE PROTECTION IMPAIRMENT NOTES
SCALE: NOT TO SCALE

B2 FIRE PROTECTION SPECIFICATIONS
SCALE: NOT TO SCALE

B4 FIRE PROTECTION GENERAL NOTES
SCALE: NOT TO SCALE



A1 SIDEWALL SPRINKLER DETAIL
SCALE: NOT TO SCALE

A2 UPRIGHT SPRINKLER DETAIL
SCALE: 1/2" = 1'-0"

A3 SEMI RECESSED PENDENT SPRINKLER DETAIL
SCALE: NOT TO SCALE

A4 FIRE PROTECTION SYMBOL LIST
SCALE: NOT TO SCALE

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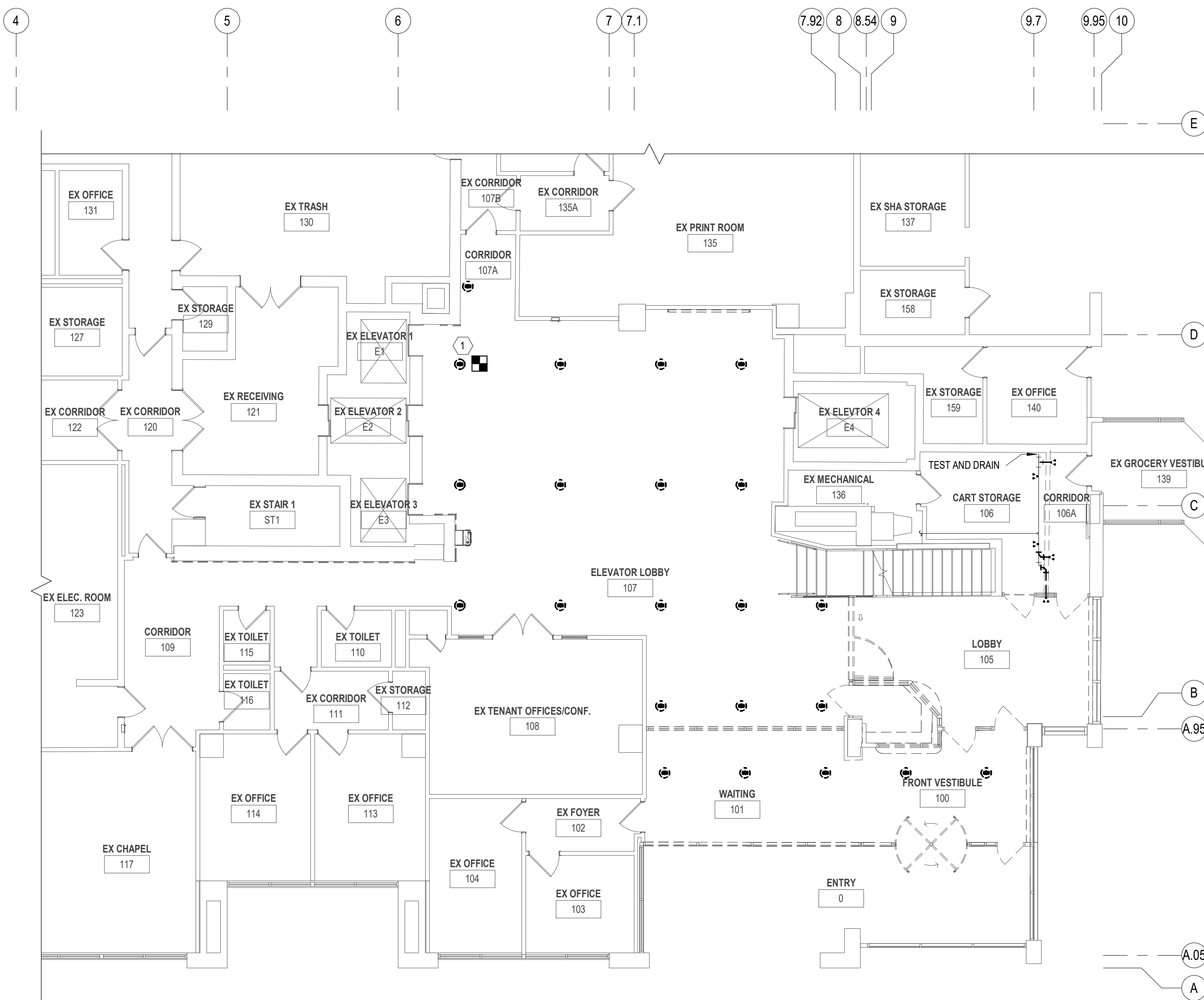


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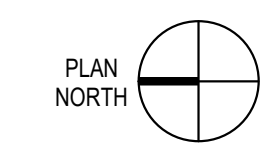
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REVISIONS		
PROJECT NO: A23.011.001		
DATE: FEBRUARY 15, 2024		
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DESIGNED BY: V. ZAWACKI		
CHECKED BY: B. DONNER		
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DETAILS, NOTES, SYMBOLS, & SPECIFICATIONS

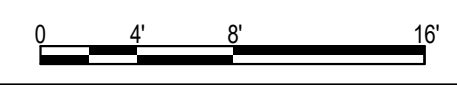
FP-001



1. REMOVE ALL PENDANT AND SIDEWALL SPRINKLERS AND ASSOCIATED PIPING BACK TO BRANCH MAIN. TYPICAL FOR ALL SPRINKLERS BEING REMOVED.



A1 STREET LEVEL SPRINKLER DEMOLITION LAYOUT
SCALE: 1/8" = 1'-0"



A4 KEYED NOTES
SCALE: NOT TO SCALE



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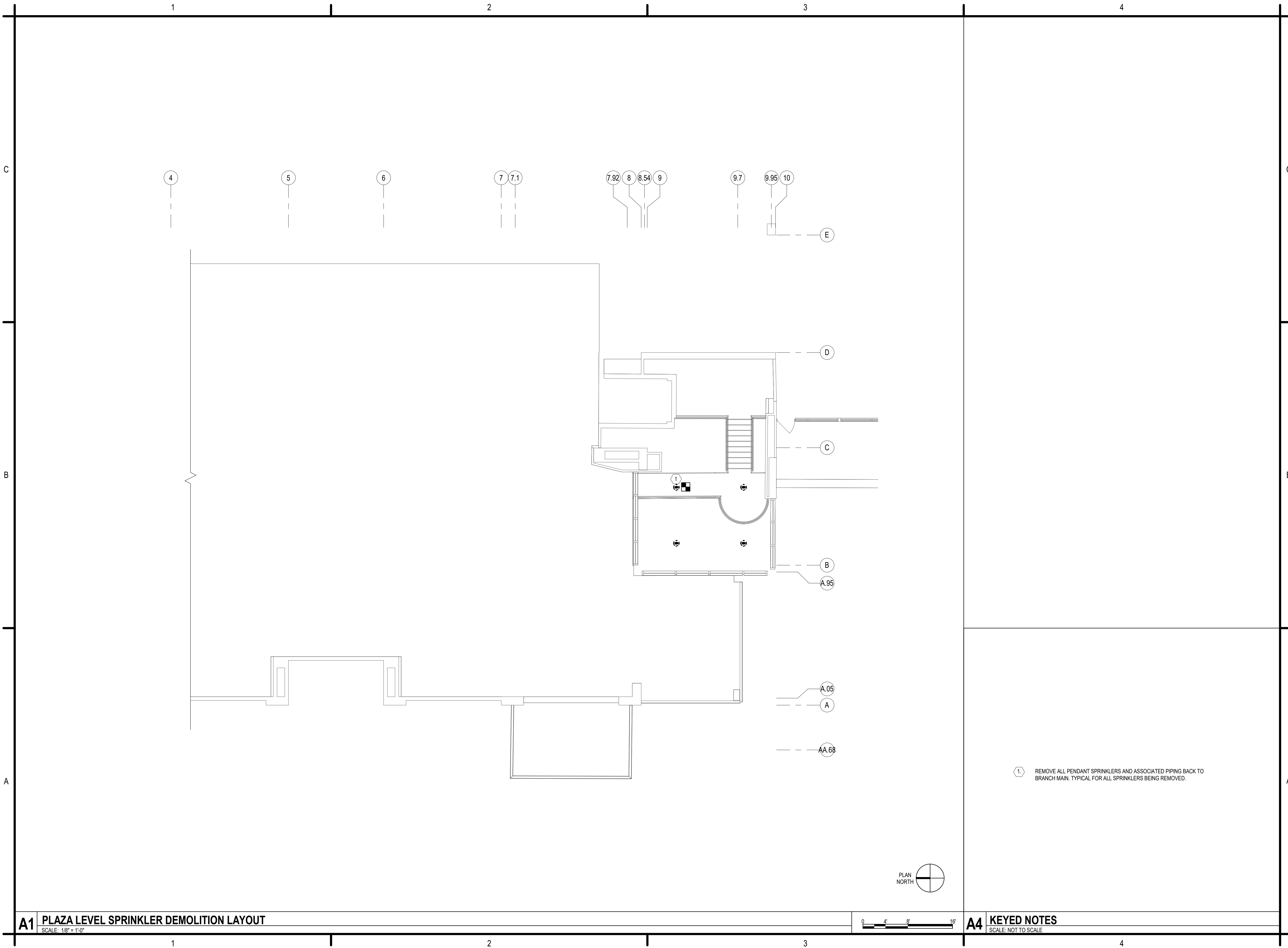


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**STREET LEVEL
SPRINKLER
DEMOLITION PLAN**

FPD-101



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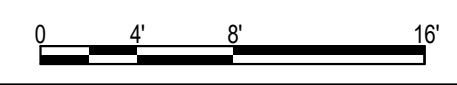
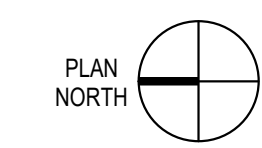
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**PLAZA LEVEL
 SPRINKLER
 DEMOLITION PLAN**

FPD-102

1 REMOVE ALL PENDANT SPRINKLERS AND ASSOCIATED PIPING BACK TO BRANCH MAIN. TYPICAL FOR ALL SPRINKLERS BEING REMOVED.

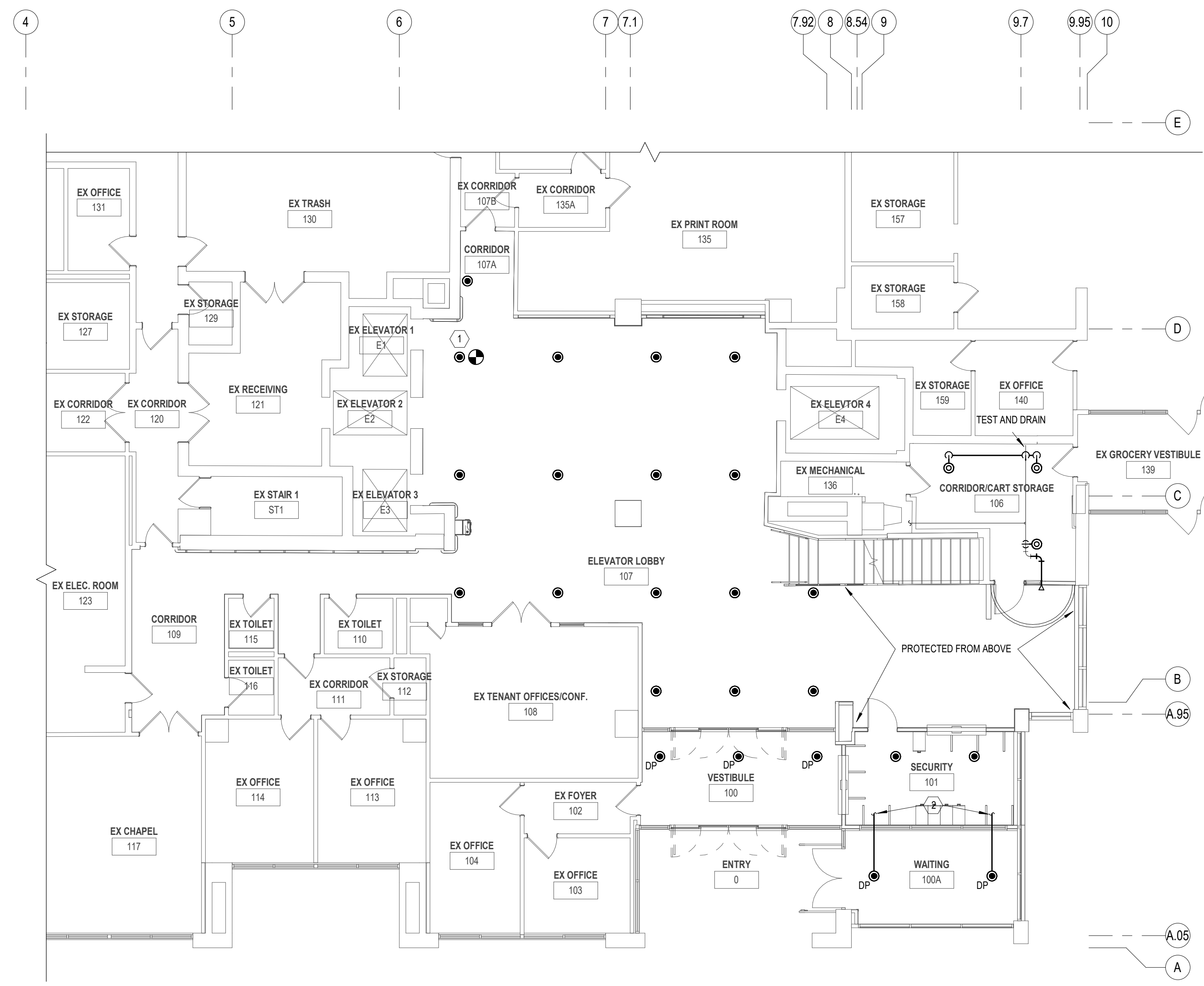


A1 PLAZA LEVEL SPRINKLER DEMOLITION LAYOUT
 SCALE: 1/8" = 1'-0"

A4 KEYED NOTES
 SCALE: NOT TO SCALE

1 2 3 4

C
B
A



- 1. PROVIDE ALL PENDANT AND SIDEWALL SPRINKLERS AND ASSOCIATED MATERIAL. TYPICAL FOR ALL NEW SPRINKLERS.
- 2. CONNECT TO CLOSEST EXISTING BRANCH MAIN.



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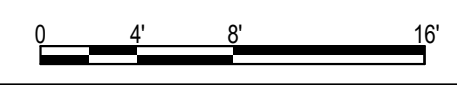
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**STREET LEVEL
 SPRINKLER PLAN**

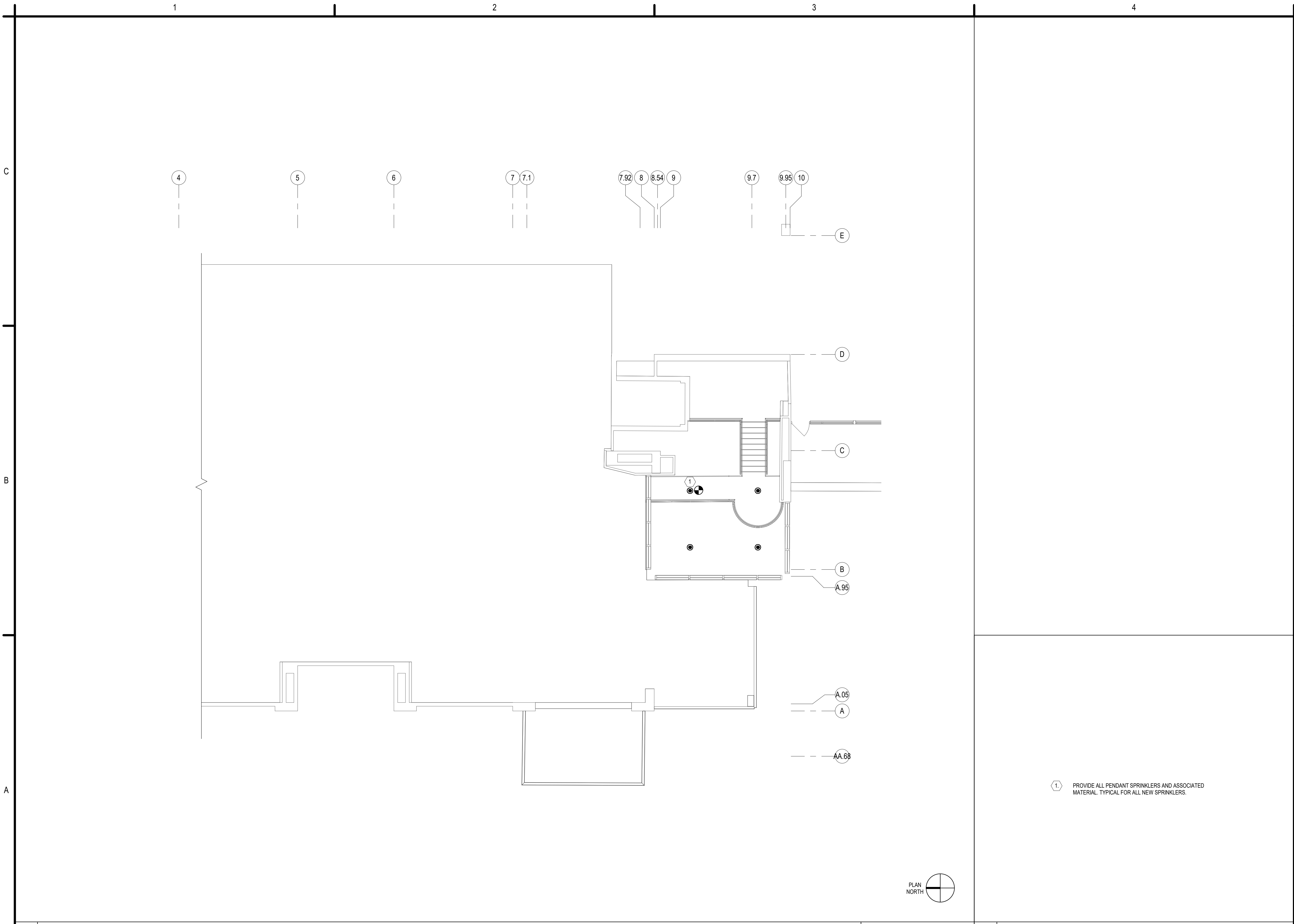
FP-101

A1 STREET LEVEL SPRINKLER LAYOUT
 SCALE: 1/8" = 1'-0"



A4 KEYED NOTES
 SCALE: NOT TO SCALE

1 2 3 4



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**PLAZA LEVEL
 SPRINKLER PLAN**

FP-102

A1 PLAZA LEVEL SPRINKLER LAYOUT
 SCALE: 1/8" = 1'-0"

A4 KEYED NOTES
 SCALE: NOT TO SCALE

① PROVIDE ALL PENDANT SPRINKLERS AND ASSOCIATED MATERIAL, TYPICAL FOR ALL NEW SPRINKLERS.

1

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B

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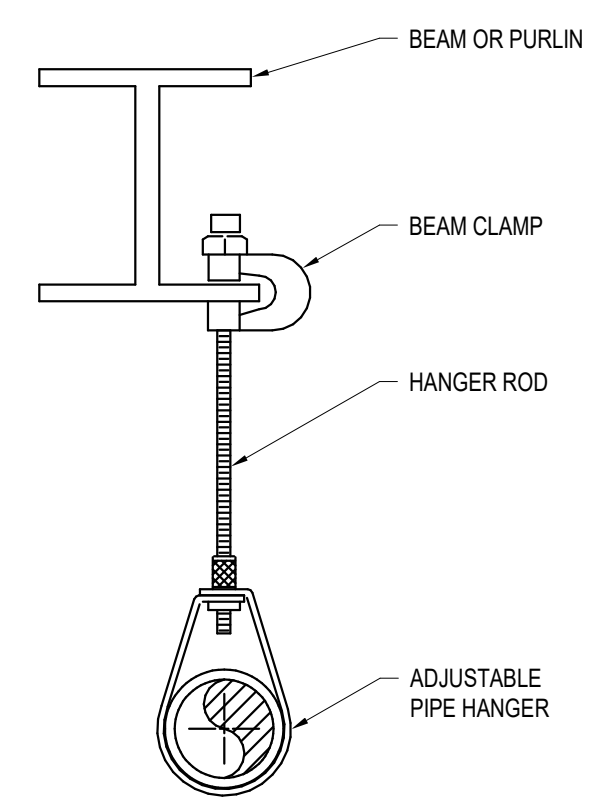
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HANGER SPACING CHART	
PIPE SIZE	MAXIMUM HANGER SPACING
1 1/4" OR SMALLER	8'-0"
1 1/2" TO 3"	10'-0"
4" TO 5"	12'-0"
6" OR LARGER	15'-0"

ROD SIZE CHART	
PIPE SIZE	ROD SIZE
4" OR SMALLER	3/8"
5", 6" OR 8"	1/2"
10" & 12"	5/8"



A4 BEAM CLAMP PIPE HANGER DETAIL
 SCALE: NOT TO SCALE

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DETAILS

FP-501

	EXISTING ITEMS	ACCU	AIR COOLED CONDENSING UNIT	MOC	MAXIMUM OVERCURRENT PROTECTION
	NEW WORK ITEMS	AC	AIR CONDITIONING UNIT	PH	PHASE
	DEMOLITION ITEMS	BTUH	BRITISH THERMAL UNIT PER HOUR	V	VOLTS
	DISCONNECT FROM EXISTING	CD	CONDENSATE DRAIN PIPING	W	WATTS
	CONNECT TO EXISTING	CFM	CUBIC FEET PER MINUTE	WG	WATER GAUGE
	TEMPERATURE SENSOR WITH LOCKING GUARD	CUH	CABINET UNIT HEATER	WPD	WATER PRESSURE DROP
	DIRECTION OF AIRFLOW	DN	DOWN		
	GENERAL EQUIPMENT DESIGNATION	EAT	ENTERING AIR TEMPERATURE		
	KEYNOTE	EXIST, (E)	EXISTING		
		EWT	ENTERING WATER TEMPERATURE		
		FT	FEET		
		HBB	HYDRONIC BASEBOARD HEATER		
		HWR	HOT WATER RETURN PIPING		
		HWS	HOT WATER SUPPLY PIPING		
		IN	INCH		
		KW	KILOWATT		
		LAT	LEAVING AIR TEMPERATURE		
		LWT	LEAVING WATER TEMPERATURE		
		MBH	1000 BTUH		
		MCA	MAXIMUM CIRCUIT AMPACITY		

- COORDINATE DEMOLITION WITH OTHER CONTRACTORS.
- CONDUCT DEMOLITION TO MINIMIZE INTERFERENCE WITH OCCUPIED BUILDING AREAS. SERVICE TO OTHER PARTS OF BUILDING SHALL REMAIN ACTIVE.
- DISCONNECT, CAP, AND IDENTIFY DESIGNATED UTILITIES WITHIN DEMOLITION AREAS.
- DEMOLISH IN AN ORDERLY AND CAREFUL MANNER, PROTECT EXISTING SUPPORTING STRUCTURAL MEMBERS AND PARTITIONS TO REMAIN.
- EXCEPT WHERE NOTED OTHERWISE, REMOVE DEMOLISHED MATERIALS FROM SITE. DO NOT DISPOSE OF ANY MATERIAL ON SITE.
- REMOVE DEMOLISHED MATERIAL FROM SITE AS WORK PROGRESSES. UPON COMPLETION OF WORK LEAVE AREAS IN CLEAN CONDITION.
- PROVIDE REINSULATION TO EXISTING DISTRIBUTION AND SERVICES SCHEDULED TO REMAIN IN USE.
- DEMOLITION SHALL INCLUDE REMOVAL OF ALL STRAPS, HANGERS, CLAMPS, CHANNEL, AND OTHER DEVICES USED FOR SUPPORTING EQUIPMENT.
- DRAIN, VENT, OR DISCHARGE MECHANICAL SYSTEMS PRIOR TO DISASSEMBLY.
- IN MECHANICAL SYSTEMS BEING REMOVED, BLANK OFF, PLUG, OR CAP ALL BRANCH LINES (PIPING) SCHEDULED FOR DEMOLITION WHERE THEY TIE INTO MAIN LINES TO REMAIN.
- DEMOLITION INCLUDES REMOVAL OF EQUIPMENT, SELECTED PIPING, ETC... THE DEMOLITION DRAWINGS SHOW THE GENERAL SCOPE OF ITEMS TO BE REMOVED. IT IS THE MECHANICAL CONTRACTORS RESPONSIBILITY TO REMOVE ALL ASSOCIATED EQUIPMENT AND MATERIALS THAT ARE NOT SPECIFICALLY IDENTIFIED TO BE REUSED, TO PRODUCE A CLEAN AND WORKABLE SYSTEM.
- THE MECHANICAL DRAWINGS ARE DIAGRAMMATICAL. IT IS NOT POSSIBLE OR THE INTENT TO SHOW ALL PIECES OF THE SYSTEMS BEING REMOVED AND/OR INSTALLED UNDER THE CONTRACT. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO PROVIDE A COMPLETE, RELIABLE AND WORKING SYSTEM. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO DEMOLISH ALL MATERIALS ASSOCIATED TO REMOVALS TO PROVIDE A "LIKE NEW" APPEARANCE WITHIN THE SPACES (IE NO HANGARS, TUBING ETC ABANDONED IN PLACE UNLESS DIRECTED TO DO SO).

- ALL WORK SHALL CONFORM TO ALL APPLICABLE RULES, REGULATIONS AND CODES, INCLUDING, BUT NOT LIMITED TO THE APPLICABLE ENERGY CONSERVATION CODE OF NEW YORK STATE, AND BUILDING CODES OF NEW YORK STATE.
- ALL EQUIPMENT SHALL COMPLY WITH THE PROVISIONS OF THE APPLICABLE ENERGY CONSERVATION CODE OF NEW YORK STATE. ALL SUBMITTALS FOR EQUIPMENT COVERED BY THE CODE SHALL INCLUDE THE MANUFACTURER'S STATEMENT OF CONFORMANCE TO THE CODE.
- MECHANICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF EQUIPMENT AND PIPING, WITH OTHER CONTRACTORS. PROVIDE FITTINGS, ELEVATION CHANGES, TRANSITIONS, AND OFFSETS REQUIRED, WHETHER SHOWN OR NOT, TO AVOID CONFLICTS WITH WORK OF OTHER CONTRACTS.
- MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR SEALING ALL HVAC PENETRATIONS (PIPING, DUCTWORK, ETC) IN ACCORDANCE WITH THE BUILDING CODE OF NEW YORK STATE, AND WHERE SHOWN OR SPECIFIED.
- ITEMS OF SPECIFIC MANUFACTURER'S SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE PRINTED INSTRUCTIONS AND/OR MANUFACTURER'S REPRESENTATIVES DIRECTIONS.
- MECHANICAL CONTRACTOR TO INSTALL ALL NECESSARY STIFFENERS, BRACES, STRUTS, ETC, WHETHER SHOWN OR NOT, TO PROVIDE A COMPLETE, SAFE, AND DURABLE SYSTEM.
- DIMENSIONS SHOWN "AFF" INDICATE THE ACTUAL CLEAR DIMENSIONS FROM THE BOTTOM OF THE ITEM TO THE FINISHED FLOOR ELEVATION, UNLESS INDICATED OTHERWISE.
- WELD ALL STEEL ANGLE JOINTS UNLESS OTHERWISE SHOWN.
- WORK ON M-SERIES DRAWINGS IS BY THE MECHANICAL CONTRACTOR UNLESS OTHERWISE NOTED.
- VERIFY ALL LOCATIONS, DIMENSIONS, EQUIPMENT ARRANGEMENTS, CLEARANCES AND ELECTRICAL CHARACTERISTICS IN THE FIELD PRIOR TO BID. PROMPTLY NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
- PRIOR TO CUTTING THROUGH FLOORS AND WALLS, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL STRUCTURAL MEMBERS, JOISTS, AND OR COLUMNS. PROMPTLY NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES. DO NOT CUT ANY STRUCTURAL MEMBERS UNLESS SPECIFICALLY DIRECTED TO DO SO.

C1 SYMBOLS & ABBREVIATIONS
SCALE: NOT TO SCALE

C3 GENERAL DEMOLITION NOTES
SCALE: NOT TO SCALE

C4 GENERAL NOTES
SCALE: NOT TO SCALE

UNIT NO.	STYLE	MOUNTING HEIGHT	ENCLOSURE			ELEMENT(S)								REMARKS
			LENGTH	HEIGHT	DEPTH	TIERS	DIAMETER (NPS)	ACTIVE LENGTH (FT) (PER EACH TIER)	ENTERING AIR TEMP. DEG. (°F.)	AVERAGE WATER TEMP. DEG. (°F)	BTU/HR/LF	GPM	BASIS OF DESIGN RUNTAL	
HBB-1	PEDESTAL MOUNTED, FLAT TOP	4'	15'-6"	5'-3/4"	3'-3/8"	2	1/2"	15'-0"	65	140	640	1.0	MODEL R2F-2	--

UNIT NO.	MOUNTING LOCATION	ROOMS SERVED	UNITS SERVED	REFRIGERANT TYPE	RATED COOLING CAPACITY (BTU/HR)	RATED HEATING CAPACITY (BTU/HR)	COMPRESSOR TYPE	ELECTRICAL				BASIS OF DESIGN MITSUBISHI ELECTRIC	REMARKS
								VOLTS	PHASE	MCA	MOC		
ACCU-1	ROOF	101 SECURITY	AC-1	R-410A	12,000	14,400	DC INVERTER	208/230	1	10.0	15	MUZ-GS12NA	1
ACCU-2	ROOF	100A WAITING	AC-2	R-410A	17,200	19,000	TWIN ROTARY	208/230	1	18.0	20	MUZ-FS18NA	1

1. PROVIDE WITH 18" SNOW STAND.

UNIT NO.	LOCATION	TYPE	MAXIMUM COOLING CAPACITY (BTUH)	RATED COOLING CAPACITY (BTUH)	MAXIMUM HEATING CAPACITY (BTUH)	RATED HEATING CAPACITY (BTUH)	SUPPLY AIR (CFM)	ELECTRICAL				BASIS OF DESIGN MITSUBISHI ELECTRIC	REMARKS
								VOLTS	PHASE	MCA	FLA		
AC-1	101 SECURITY	WALL-MOUNTED	13,600	12,000	18,100	14,400	222	208/230	1	1	0.75	MSZ-GS12NA	1, 2
AC-2	100A WAITING	WALL-MOUNTED	21,000	17,200	30,000	19,000	225	208/230	1	1	0.65	MSZ-FS18NA	1, 2

1. MOUNT ON WALL AT 8'-0" ABOVE FINISHED FLOOR.
2. PROVIDE WITH BLUE DIAMOND MINI CONDENSATE PUMP.

UNIT NO.	LOCATION	ARRANGEMENT	SUPPLY CFM	HEATING COIL - WATER						ELECTRICAL			BASIS OF DESIGN ZEHNDER RITTLING	REMARKS	
				MBH	EAT (°F)	LAT (°F)	EWT (°F)	LWT (°F)	WPD (FT WG)	GPM	VOLTS	PHASE			MOTOR HP
CUH-1	100 VESTIBULE	CEILING RECESSED	420	21.7	60.0	107.6	140.0	110.9	0.4	1.5	120	1	1/5	RFRC-420-04	1

1. PROVIDE WITH ELECTRICAL OPTION; MANUAL MOTOR STARTER WITH THERMAL OVERLOAD PROTECTION.

TYPE	DESCRIPTION	FACE SIZE (IN x IN)	NECK SIZE	CFM/FT	MATERIAL	BASIS OF DESIGN PRICE	REMARKS
LS-1	LINEAR SUPPLY DIFFUSER	6'-0" x 5"	SEE PLANS	165	STEEL	MODEL SDS100	--
R-1	RETURN GRILLE	24" x 24"	SEE PLANS	--	STEEL	MODEL 530	--

A1 SCHEDULES
SCALE: NOT TO SCALE

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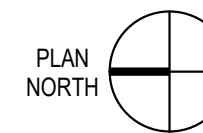
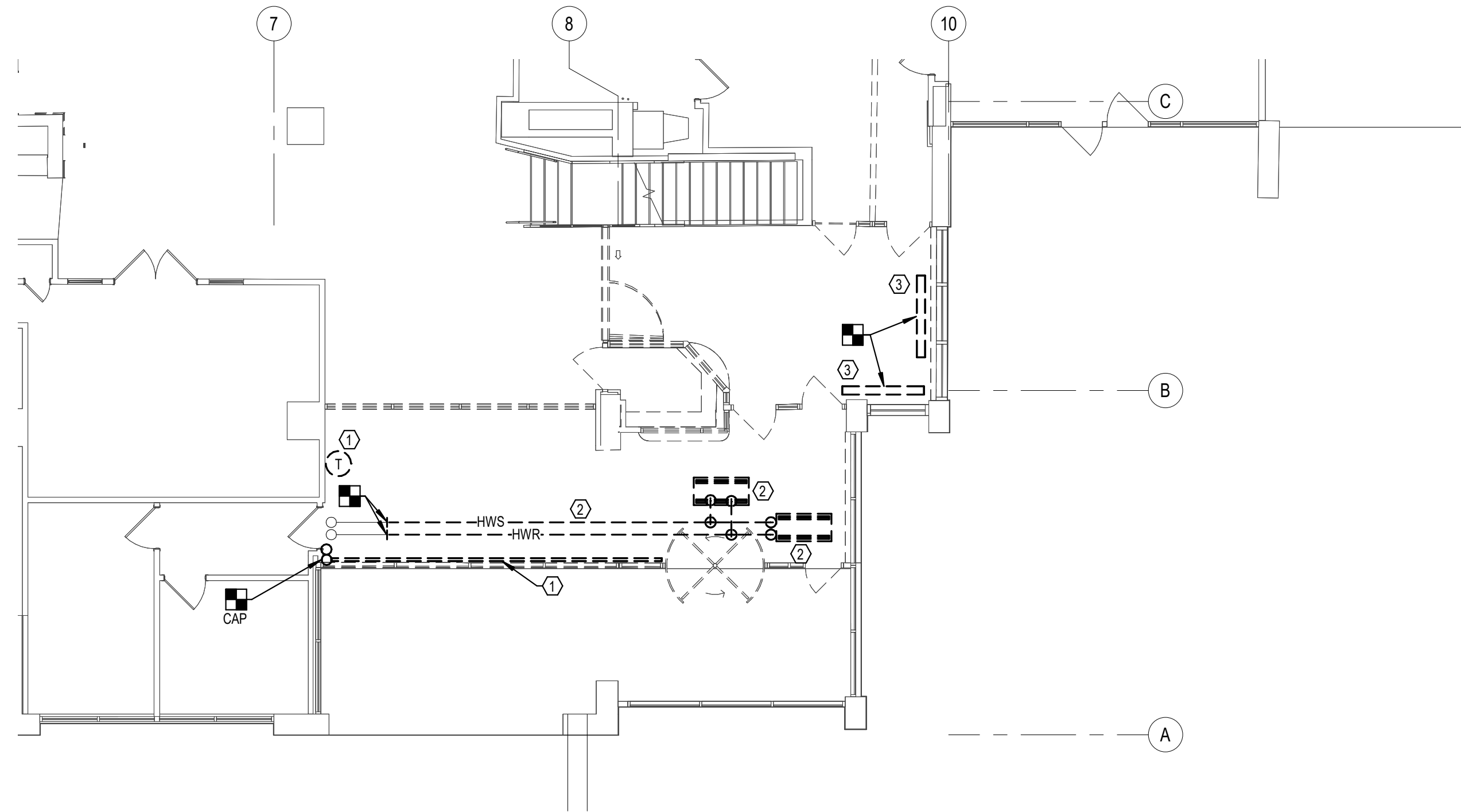
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GENERAL NOTES, SYMBOLS, ABBREVIATIONS, & SCHEDULES

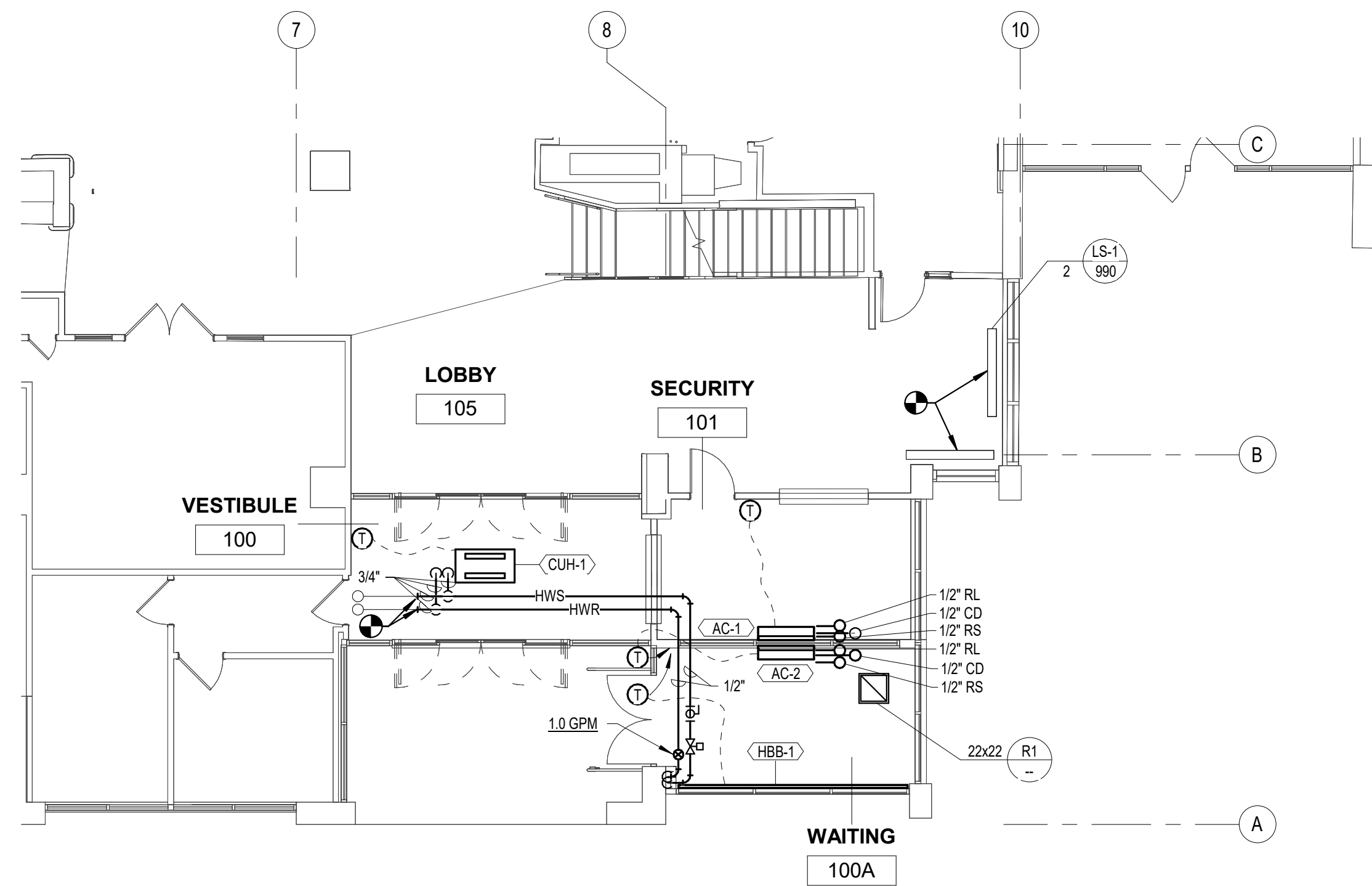
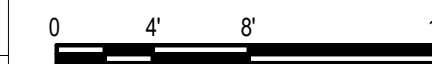
M-001

- ① REMOVE FIN TUBE HEATER AND ASSOCIATED THERMOSTAT IN ITS ENTIRETY. CAP HYDRONIC PIPING.
- ② REMOVE CEILING RECESSED UNIT HEATER AND ASSOCIATED HWS & HWR PIPING BACK TO POINTS INDICATED.
- ③ DISCONNECT AND REMOVE LINEAR SUPPLY DIFFUSERS.

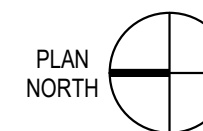
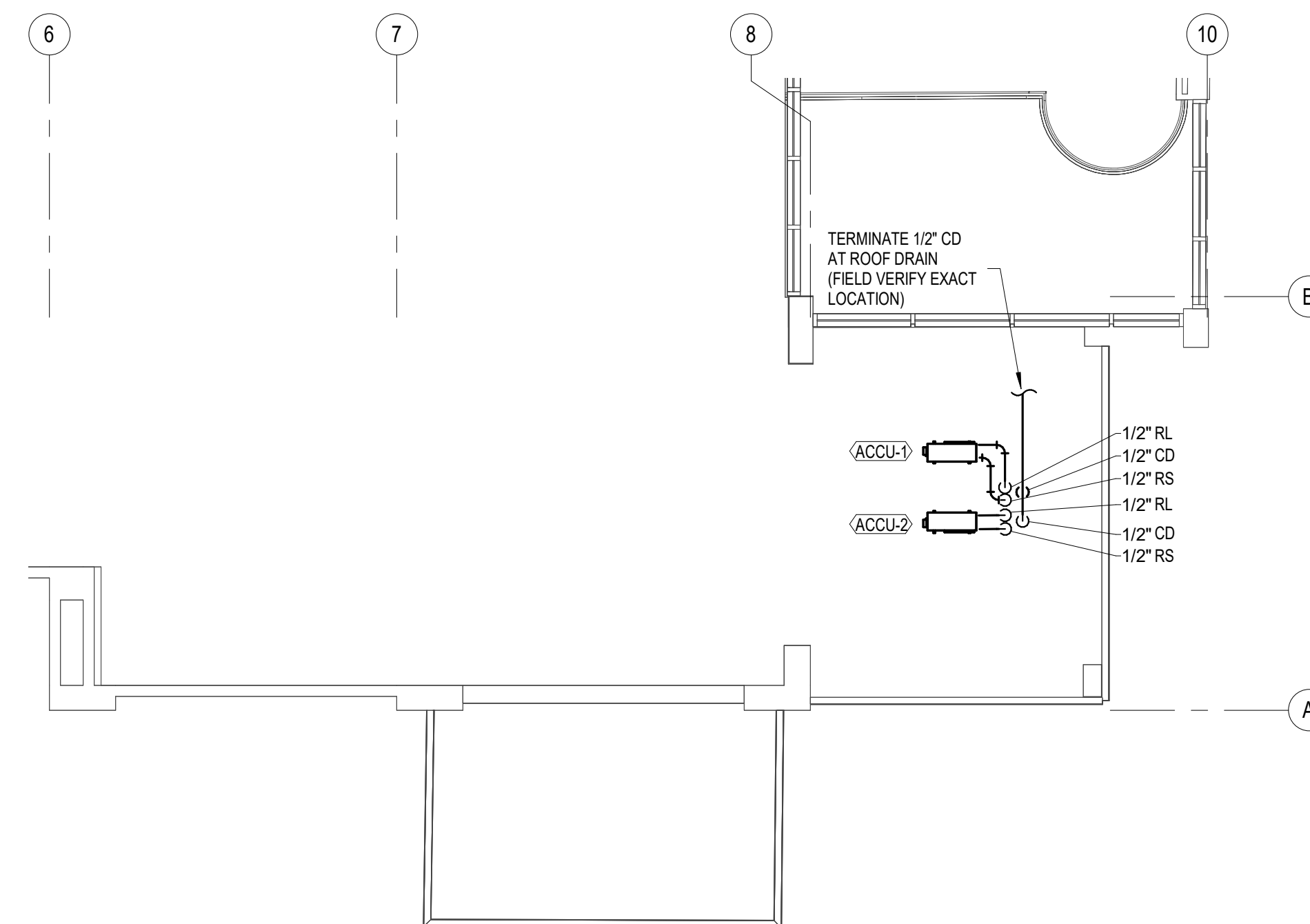
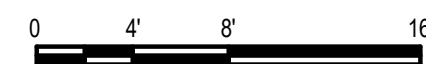


B1 REMOVAL PLAN KEYED NOTES
SCALE: NOT TO SCALE

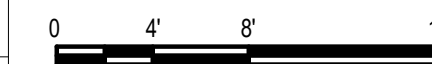
B2 STREET LEVEL HVAC REMOVAL PLAN
SCALE: 1/8" = 1'-0"



A1 STREET LEVEL HVAC RENOVATION PLAN
SCALE: 1/8" = 1'-0"



A3 ROOF LEVEL HVAC RENOVATION PLAN
SCALE: 1/8" = 1'-0"



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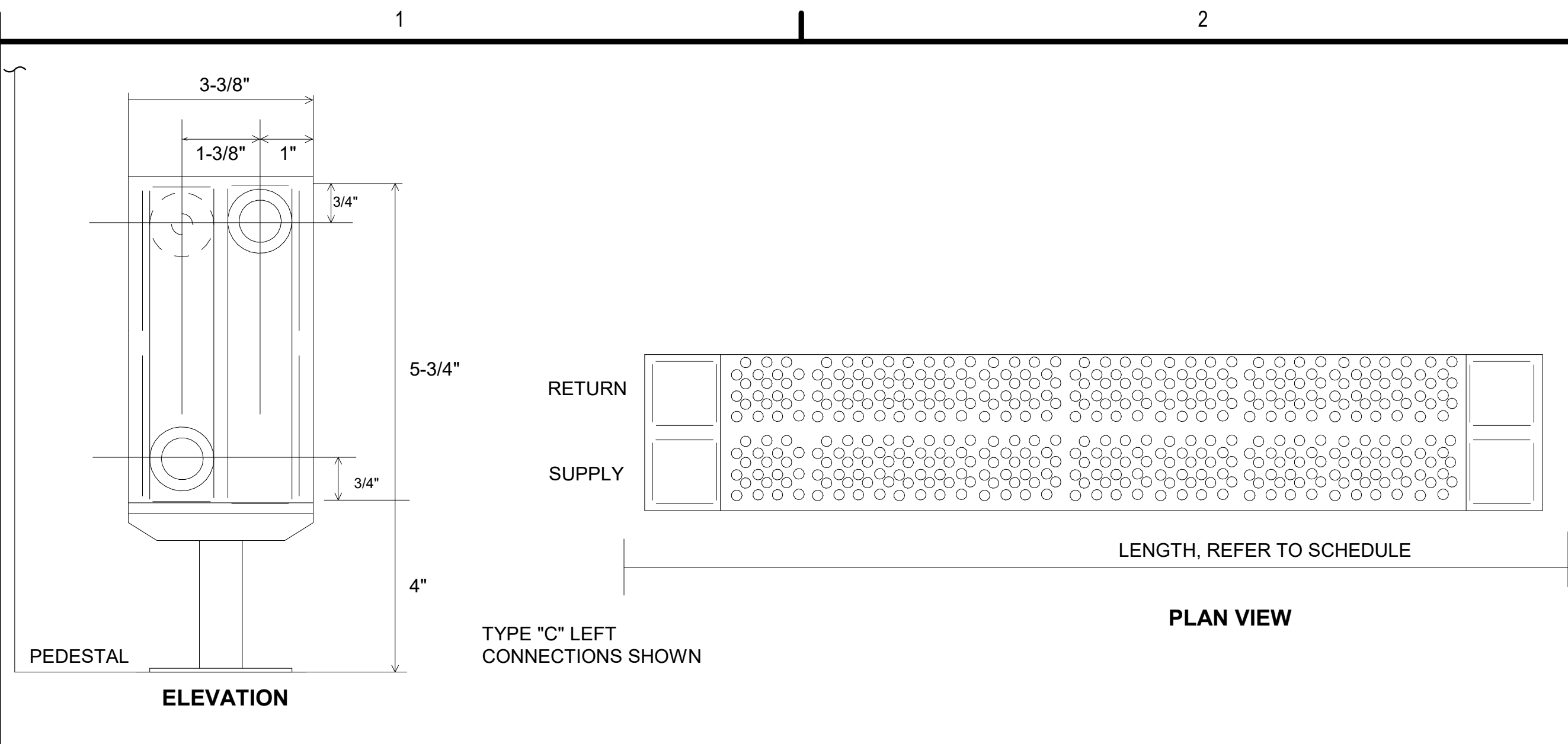


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FLOOR PLANS

M-101



C1 RUNTAL BASEBOARD HEATER DETAIL
SCALE: NOT TO SCALE

SUBMITTALS:
-SUBMIT THE FOLLOWING INFORMATION AS APPLICABLE AND AS REQUIRED FOR ALL WORK SCHEDULED AND SPECIFIED:
1. MANUFACTURER'S PRODUCT DATA SHEETS.
2. SHOP DRAWINGS INCLUDING DIMENSIONED EQUIPMENT LAYOUTS, POINT-TO-POINT WIRING DIAGRAMS AND SEQUENCES OF OPERATION.
3. OPERATION AND MAINTENANCE MANUALS.

PIPING:
-COPPER PIPE AND SOLDER FITTINGS:
HARD TEMPER, ASTM B88, TYPE L. SEE PLANS FOR PIPE SIZES.

VALVES:
-GATE VALVES:
STANDARD MSS SP-70, TYPE 1; CWP RATING 200 PSIG; BODY MATERIAL: ASTM A 126; FLANGED ENDS; BRONZE TRIM WITH SOLID WEDGE DISC.
-COPPER-ALLOY BALL VALVES:
TWO-PIECE, COPPER-ALLOY BALL VALVES. BRASS OR BRONZE BODY WITH FULL-PORT, CHROME-PLATED BRONZE BALL; PTFE SEATS; AND 400-PSIG MINIMUM CWP RATING AND BLOWOUT-PROOF STEM

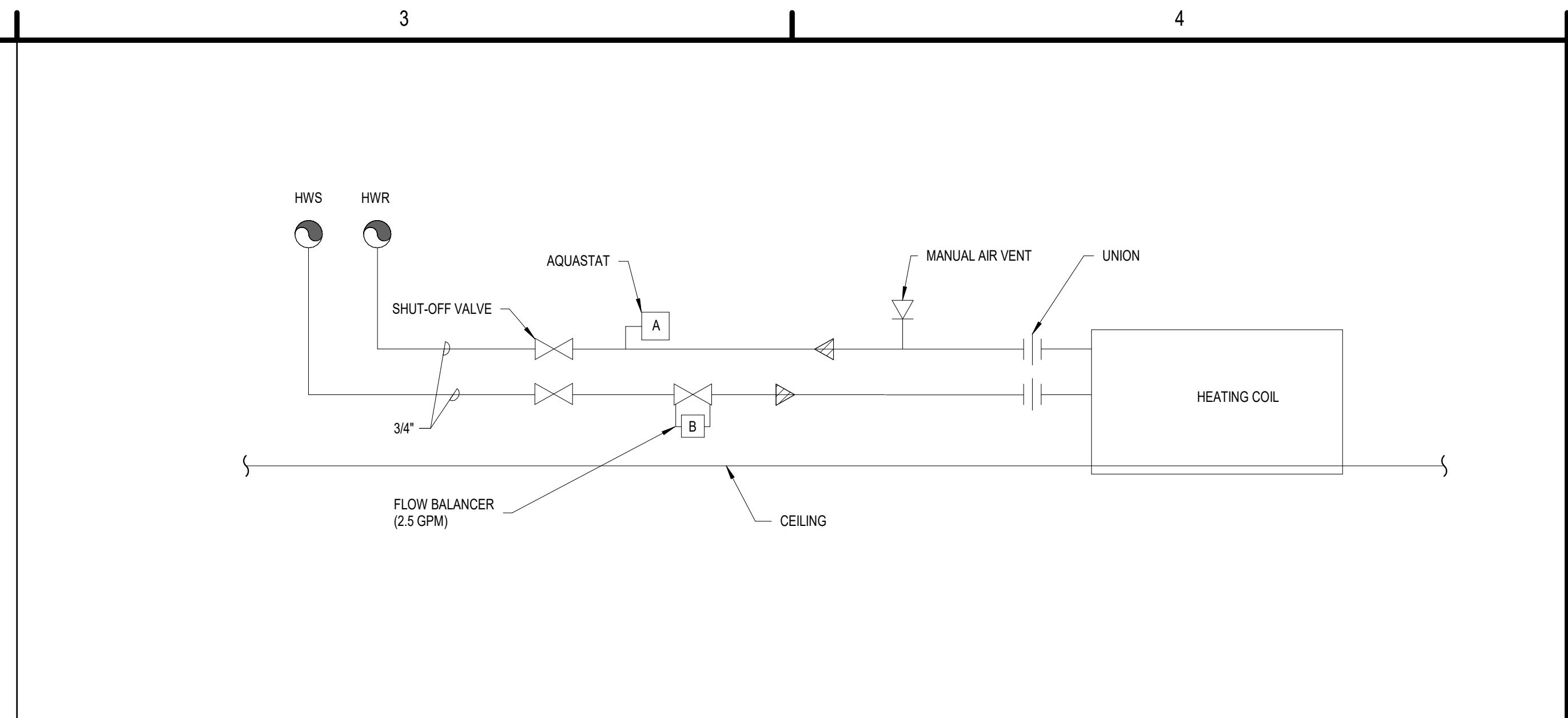
THERMAL INSULATION:
-REFRIGERANT PIPING AND FAN COIL UNIT PIPING:
1" FLEXIBLE ELASTOMERIC PIPE INSULATION.
-HOT WATER SUPPLY AND RETURN PIPING:
1 1/2" FIBERGLASS PIPE INSULATION WITH ALL PURPOSE JACKET AND PVC FITTING COVERS.

HANGERS:
-HANGERS SHALL INCLUDE ALL MISCELLANEOUS STEEL SUCH AS ANGLE IRON, BANDS, C-CLAMPS WITH RETAINING CLIPS, CHANNELS, HANGER RODS, ETC. NECESSARY FOR THE INSTALLATION OF WORK.
-HANGERS SHALL BE FASTENED TO BUILDING STEEL, CONCRETE, OR MASONRY, BUT NOT TO PIPING OR DUCTWORK. DUCTWORK SHALL NOT BE SUPPORTED FROM ROOF DECKING AND/OR BRIDGING, BUT SHALL BE SUSPENDED FROM THE TOP CHORD OF BAR JOISTS, STEEL, OR OTHER STRUCTURE. DUCTWORK SHALL CLEAR ALL SPRINKLERS AND OTHER OBSTACLES AND SHALL BE HUNG AS HIGH AS POSSIBLE IN WORK AND STORAGE AREAS, WHERE INTERFERENCE OCCURS. IN ORDER TO SUPPORT DUCTWORK OR PIPING, THE CONTRACTOR MUST INSTALL TRAPEZE TYPE HANGERS OR SUPPORTS WHICH SHALL BE LOCATED WHERE THEY DO NOT INTERFERE WITH ACCESS TO FIRE DAMPERS, VALVES, ACCESS DOORS AND OTHER EQUIPMENT SERVICE REQUIREMENTS AND/OR OTHER TRADES. HANGER TYPES AND INSTALLATION METHODS ARE SUBJECT TO OWNER CRITERIA.
-HANGERS AND PIPING OF DISSIMILAR METALS SHALL BE DIELECTRICALLY SEPARATED FROM ONE ANOTHER.
-ADJUSTABLE, STEEL CLEVIS HANGERS (MSS TYPE 1): FOR SUSPENSION OF NONINSULATED OR INSULATED STATIONARY PIPES, INSTALL HANGERS AND SUPPORTS COMPLETE WITH NECESSARY INSERTS, BOLTS, RODS, NUTS, WASHERS, AND OTHER ACCESSORIES

INSTRUMENTATION AND CONTROLS:
-GENERAL: CONTACT OWNER'S CONTROLS PROVIDER FOR CONTROLS WORK. CONTROLS CONTRACTOR SHALL PROVIDE ALL CONTROL COMPONENTS, WIRING ETC. FOR A COMPLETE AND OPERABLE SYSTEM.
-CABINET UNIT HEATER (CUH-1):
UNIT SHALL OPERATE TO MAINTAIN ROOM SET-POINT. PROVIDE ALL NECESSARY CONTROL COMPONENTS: HYDRONIC CONTROL VALVES, ACTUATORS AND WALL MOUNTED SENSOR FOR A COMPLETE AND OPERABLE SYSTEM.

WATER ACCESSORIES:
-FLOW BALANCERS:
BALANCING VALVE SUITABLE FOR USE ON HEATING SYSTEMS. CONSTRUCTED FOR 125 PSI AND 250°F. 8 IN. AND SMALLER. CALIBRATED BALANCE VALVE WITH PROVISIONS FOR CONNECTING A PORTABLE DIFFERENTIAL PRESSURE METER SUITABLE AS A SERVICE VALVE. METER CONNECTIONS TO HAVE BUILT-IN CHECK VALVES. AN INTEGRAL POINTER SHALL REGISTER DEGREE OF VALVE OPENINGS WITH MEMORY STOP. VALVE SHALL HAVE INTERNAL SEALS. DESIGN PRODUCT: BELL & GOSSETT "CIRCUIT SETTER".
MANUFACTURERS: ARMSTRONG, BELL & GOSSETT, TOUR AND ANDERSON, ILLINOIS, TACO, OR APPROVED EQUAL.

A1 SPECIFICATIONS
SCALE: NOT TO SCALE



C3 CABINET UNIT HEATER PIPING DETAIL
SCALE: NOT TO SCALE

CEILING RECESSED CABINET UNIT HEATER (CUH-1):
-HOT-WATER CABINET UNIT HEATER BY ZEHNDER RITTLING; MODEL RFR-420-04 OR EQUAL. TWO-ROW COIL CONFIGURATION. HEATING CAPACITY: 21.7 MBH. ELECTRICAL: 120V, 60HZ, SINGLE PHASE UNIT. FILTER: 1" MERV 8 PLEATED FILTER. AIRFLOW: 420 CFM. CONSTRUCTION: GALVANNEALED STEEL. FAN: FORWARD CURVED, DWDI CENTRIFUGAL TYPE, REMOVABLE FOR SERVICE.

HYDRONIC BASEBOARD HEATERS (HBB):
-HOT-WATER BASEBOARD HEATER BY RUNTAL; MODEL R2F-2 OR EQUAL. DUAL TUBE CONFIGURATION. PEDESTAL MOUNTED WITH FLAT TOP. HEATING CAPACITY: 840 BTU/H.F. 1/2" TOP SUPPLY CONNECTION. 1/2" BOTTOM RETURN CONNECTION. CONSTRUCTION: STEEL DOUBLE PANEL RADIATORS, ONE-PIECE ALL-WELDED STEEL CONSTRUCTION.

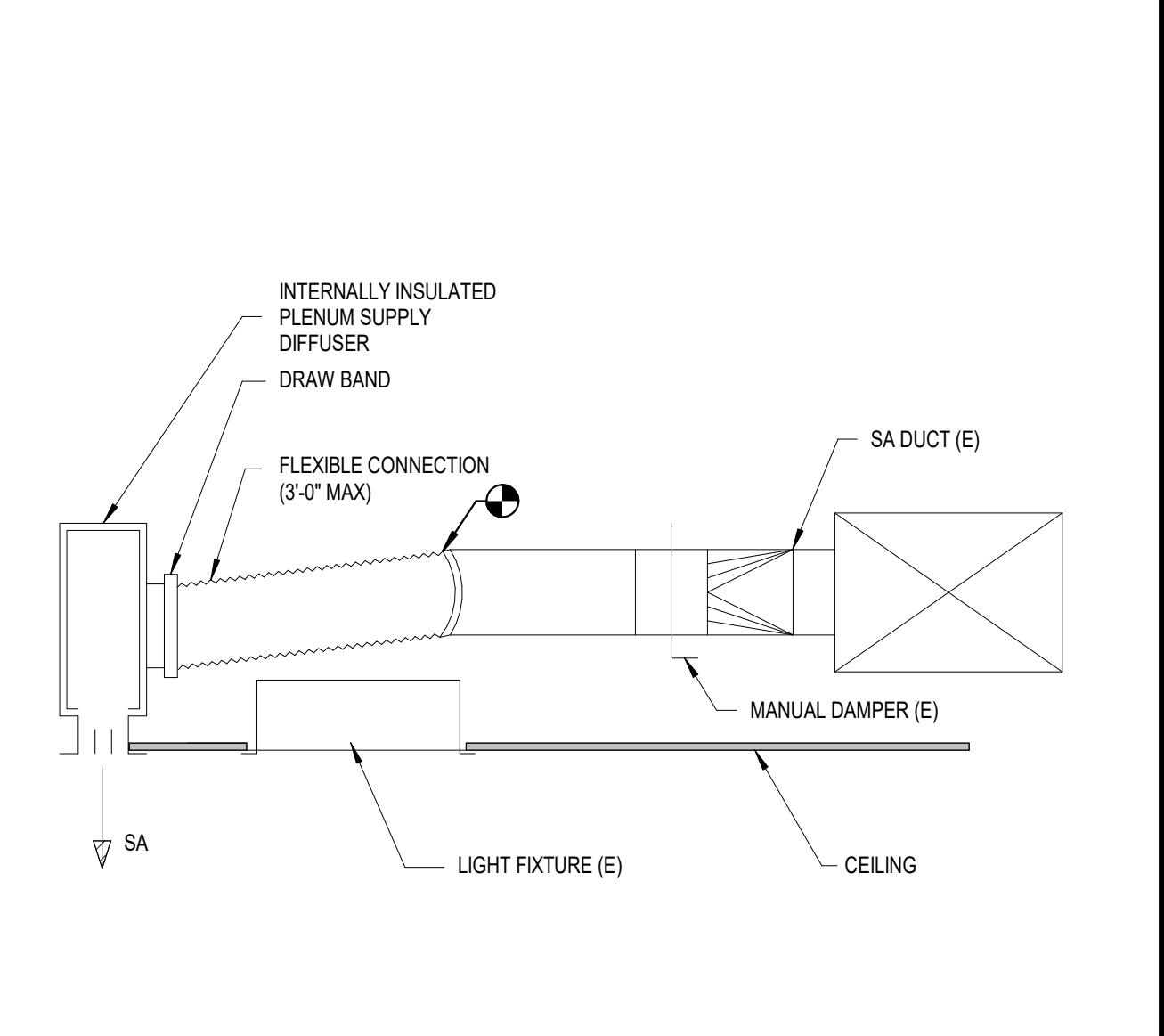
CONTROLS:
WALL MOUNTED TEMPERATURE SENSOR SHALL MODULATE 2 WAY CONTROL VALVE TO MAINTAIN ROOM SET-POINT.

CONDENSATE PIPING:
-PVC PLASTIC PIPE; ASTM D1785
PVC SOCKET FITTINGS ASTM D2466 FOR SCHEDULE 40
SOLVENT CEMENTS FOR PVC PIPING: ASTM D2564
SCHEDULE 40, PVC PLASTIC PIPE AND FITTINGS AND SOLVENT-WELDED JOINTS

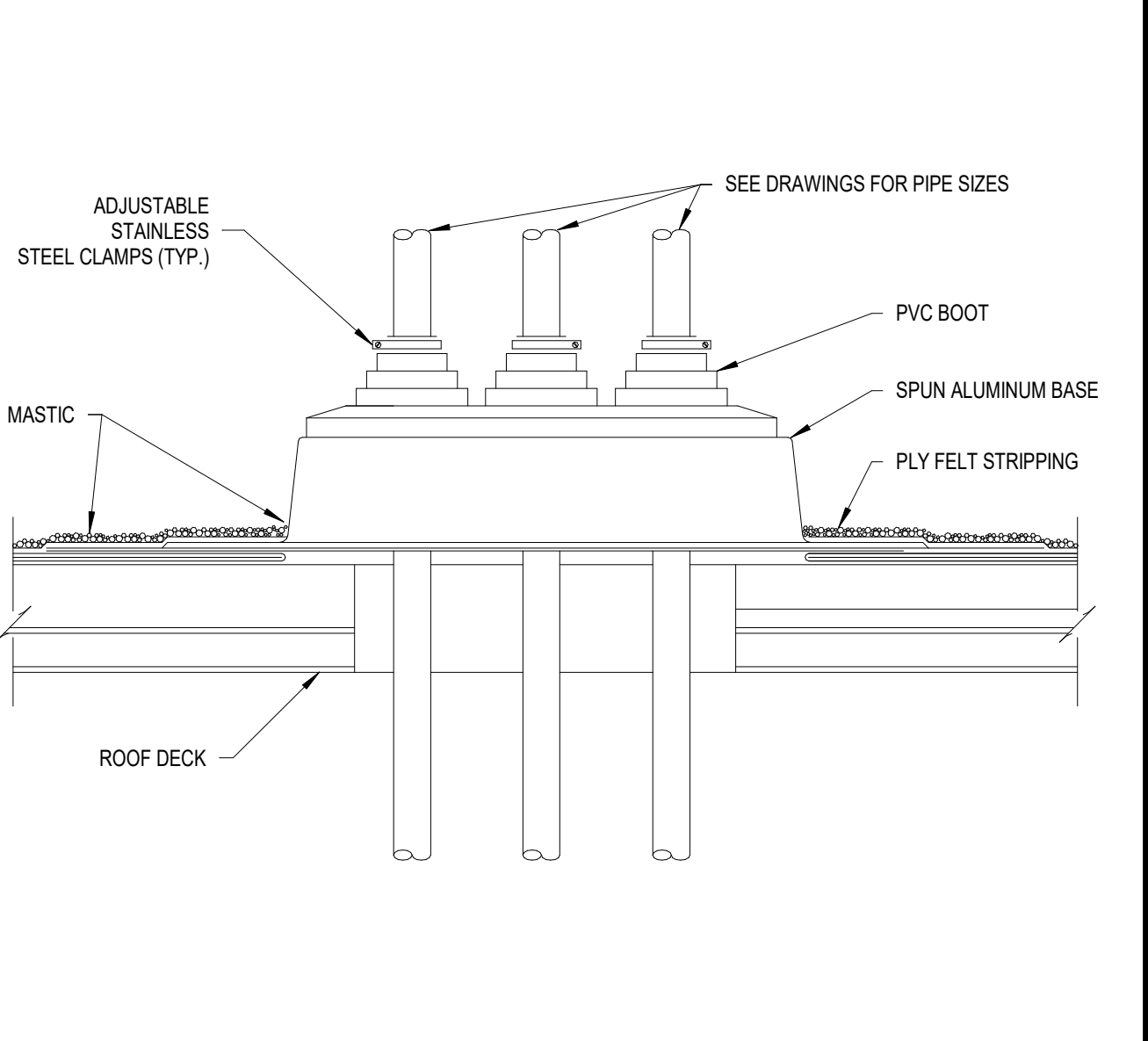
B4 LINEAR DIFFUSER DETAIL
SCALE: NOT TO SCALE



A4 ROOF PENETRATION DETAIL
SCALE: NOT TO SCALE



B4 LINEAR DIFFUSER DETAIL
SCALE: NOT TO SCALE



A4 ROOF PENETRATION DETAIL
SCALE: NOT TO SCALE



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MARK	DATE	DESCRIPTION
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PROJECT NO: A23.011.001		
DATE: FEBRUARY 15, 2024		
DRAWN BY: APG		
DESIGNED BY: APG		
CHECKED BY: LJM		
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

DETAILS & SPECIFICATIONS

M-501

	EXISTING WORK LINETYPE		DOOR CONTACTS (FURNISHED BY OTHERS)
	DEMOLITION WORK LINETYPES		ELECTRIC STRIKE (FURNISHED BY GC)
			ADA PUSH BUTTON (FURNISHED BY GC)
	NEW WORK LINETYPE		NETWORK SWITCH (FURNISHED BY OTHERS)
	DUPLEX RECEPTACLE, MOUNT AT 18" AFF UNLESS NOTATION INDICATES OTHERWISE. CTR = ABOVE COUNTER GFI = GROUND FAULT CIRCUIT INTERRUPTER, MOUNT AT 48" AFF UNLESS OTHERWISE NOTED		CAMERA - PROVIDE ONE (1) CATEGORY 6 PLENUM RATED CABLE FROM CAMERA LOCATION TO NETWORK SWITCH IN ROOM 135B
	SINGLE POLE SWITCH, UNLESS NOTATION INDICATES OTHERWISE.		FUSED DISCONNECT SWITCH (NEMA 3R,30A, 208V, 3 PHASE)
	CARD READER		AIR COOLED CONDENSING UNIT ABOVE FINISHED FLOOR ABOVE FINISHED GRADE AT UNIT
	PANEL BOARD, REFER TO PANEL BOARD SCHEDULE		AIR COOLED CONDENSING UNIT ABOVE FINISHED GRADE AT UNIT
	2'X2' LUMINAIRE, LETTER DENOTES TYPE, SEE LUMINAIRE SCHEDULE NL = NIGHT LIGHT EM = EMERGENCY FIXTURE		CLOSED-CIRCUIT TELEVISION ELECTRICAL CONTRACTOR EMERGENCY FIXTURE EQUIPMENT
	PENDANT MOUNTED LUMINAIRE LETTER DENOTES TYPE, SEE LUMINAIRE SCHEDULE		EXISTING TO REMAIN
	1'X4' LUMINAIRE, LETTER DENOTES TYPE, SEE LUMINAIRE SCHEDULE NL = NIGHT LIGHT		EXISTING
	1'X1' LUMINAIRE, LETTER DENOTES TYPE, SEE LUMINAIRE SCHEDULE NL = NIGHT LIGHT		GROUND
	MOTOR		GROUND FAULT INTERRUPT
	DOOR ACCESS CONTROL BUTTON		JUNCTION BOX
	REMOTE DRIVER		KILOAMP
	INTERCOM		KILOVOLT
	BOILER ALARM		KILOVOLT AMPERES
	OCCUPANCY SENSOR		KILOWATT
	CCTV EQUIPMENT		KILOWATT HOUR
	COMMUNICATIONS DROP, PROVIDE DOUBLE GANG EXTRA DEEP OUTLET WITH SINGLE GANG PLASTER RING WITH 1-1/4" CONDUIT FROM BOX STUBBED ABOVE CEILING. (TYPICAL), NUMBER INDICATES QUANTITY OF CABLES AND CONNECTORS.		KILOWATT HOUR DEMAND METER
	ELECTRICAL HOME RUN		NORMALLY CLOSED
	DOOR OPERATOR POWER SUPPLY (FURNISHED BY GC)		NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
	MAG LOCK (FURNISHED BY GC)		NORMALLY OPEN
	FIRE ALARM RELAY MODULE (EXISTING TO REMAIN)		REMARKS
	ACCESS CONTROL PANEL (FURNISHED BY OTHERS)		WATER PROOF
	REQUEST TO EXIT DEVICE (FURNISHED BY OTHERS)		
	ELECTRIC STRIKE (FURNISHED BY GC)		

B1 ELECTRICAL SYMBOLS AND ABBREVIATIONS
SCALE: NOT TO SCALE

LUMINAIRE SCHEDULE						
FIXTURE DESCRIPTION	MANUFACTURER & MODEL NO.	NUMBER AND TYPE OF LAMP	VOLTS	DRIVER	MOUNTING	REMARKS
A	LITHONIA LIGHTING - 2BLT2-33L-ADP-EZ1-LP840	26.67 WATT / LED	UNIV 120 / 277	LED	RECESSED	COLOR: WHITE
B1	OCL LIGHTING - TB3-P1JF-12-MW-WTP-LED1-40K-WF-LED1-40K-UNV-144-DM1	9 WATT / LED	UNIV 120 / 277	LED	PENDANT	COLOR: WHITE
B2	OCL LIGHTING - TB3-P1JF-24-MW-WTP-LED1-40K-WF-LED1-40K-UNV-144-DM1	12 WATT / LED	UNIV 120 / 277	LED	PENDANT	COLOR: WHITE
B3	OCL LIGHTING - TB3-P1JF-36-MW-WTP-LED1-40K-WF-LED1-40K-UNV-144-DM1	16 WATT / LED	UNIV 120 / 277	LED	PENDANT	COLOR: WHITE
B4	OCL LIGHTING - TB3-P1JF-48-MW-WTP-LED1-40K-WF-LED1-40K-UNV-144-DM1	16 WATT / LED	UNIV 120 / 277	LED	PENDANT	COLOR: WHITE
C	LITHONIA LIGHTING - BLT4-30L-ADP-EZ1-LP840-1X4SMKSHPPAF	22.7 WATT / LED	UNIV 120 / 277	LED	SURFACE	COLOR: WHITE
D	SPECTRUM LIGHTING - SR12SQULEDOA-33L-40K-E1-BH27-FT1212-MW-WL	34 WATT / LED	UNIV 120 / 277	LED	RECESSED	COLOR: WHITE
E	NOT USED					
F	LITHONIA LIGHTING - LQM-S'W-3-R-120/277-M6	0.62 WATT / LED	UNIV 120 / 277	LED	SURFACE	COLOR: WHITE

A1 LUMINAIRE SCHEDULE
SCALE: NOT TO SCALE

C3 ELECTRICAL REMOVAL NOTES
SCALE: NOT TO SCALE

- RACEWAYS**
- ELECTRICAL METALLIC TUBING (EMT) SHALL CONFORM TO UL 797. FITTINGS SHALL BE STEEL WITH SET SCREW TYPE.
 - FLEXIBLE METALLIC CONDUIT SHALL CONFORM TO UL 1. LIQUID TIGHT FLEXIBLE METAL CONDUIT SHALL CONFORM TO UL 360.
 - ALL CONDUIT FITTINGS AND CONNECTORS SHALL BE STEEL WITH SET SCREW. DIE-FORMED ZINC FITTINGS ARE NOT ACCEPTABLE. BUSHINGS SHALL BE PROVIDED AT ALL CONDUIT TERMINATIONS. BUSHINGS LARGER THAN 1" SHALL BE GROUNDING TYPE. PVC BUSHINGS MAY BE UTILIZED ONLY FOR 3/4" BRANCH CIRCUIT CONDUITS TERMINATING AT PANELBOARDS.
 - MINIMUM RACEWAY SIZE SHALL BE 3/4". RACEWAYS SHALL BE RUN PARALLEL TO BUILDING STRUCTURAL LINES. RACEWAYS SHALL NOT BE RUN HORIZONTALLY BELOW 8'-0" AFF IN PARTITIONS. ALL EMPTY RACEWAYS SHALL BE FURNISHED WITH A 200 LBS. TEST NYLON DRAG LINE.
 - CONDUIT UTILIZATION SHALL BE AS FOLLOWS:
 - ELECTRICAL METALLIC TUBING (EMT) - INTERIOR CONCEALED AND EXPOSED LOCATIONS.
 - FLEXIBLE METALLIC CONDUIT - FINAL CONNECTIONS TO LIGHTING FIXTURES IN INTERIOR LOCATIONS (MAX. LENGTH 6'-0"); WHERE APPROVED BY THE ENGINEER.
 - LIQUID TIGHT FLEXIBLE CONDUIT - FINAL CONNECTIONS TO MOTORS AND MECHANICAL EQUIPMENT; CONNECTIONS IN EXTERIOR LOCATIONS.
- BOXES**
- OUTLET, PULL AND JUNCTION BOXES SHALL BE FABRICATED FROM STEEL AND CONFORM TO UL 50, UL514 AND NEMA OS1. BOXES FOR INTERIOR LOCATIONS SHALL BE CODE GAUGE, GALVANIZED SHEET STEEL. BOXES FOR EXTERIOR LOCATIONS SHALL BE CAST STEEL WITH GASKETED COVERS.
 - BOXES SHALL CONTAIN SUITABLE KNOCKOUTS. BARRIERS SHALL BE FURNISHED AS REQUIRED BY CODE.
 - BOXES SHALL BE SIZED AS REQUIRED BY CODE FOR NUMBER AND GAUGE OF CONDUCTORS THEREIN. EXCEPT WHERE NOTED TO BE LARGER, THE MINIMUM BOX SIZE SHALL BE 4" SQUARE BY 1-1/2" DEEP. COVERS GREATER THAN 50 LBS. SHALL BE DIVIDED INTO MULTIPLE SECTIONS.
- WIRES, CABLES, SPLICES, AND TERMINATIONS**
- POWER AND CONTROL WIRING SHALL BE TINNED COPPER, MINIMUM 98% CONDUCTIVITY, WITH TYPE "THHN" INSULATION RATED 900 VOLTS. MINIMUM WIRE SIZE SHALL BE #12 AWG. CONDUCTORS SHALL BE SOLID FOR WIRE SIZES #16 AWG AND SMALLER AND STRANDED FOR WIRE SIZES #14 AWG AND LARGER. CONDUCTORS SHALL BE COLOR CODED AS FOLLOWS:

208/120V	PHASE
BLACK	A
RED	B
BLUE	C
WHITE	NEUTRAL
GREEN	GROUND
GREEN W/TRACE	ISOLATED GROUND
 - CONDUCTOR SIZES SHALL BE INCREASED WHERE REQUIRED TO COMPENSATE FOR VOLTAGE DROP AND HIGH AMBIENT TEMPERATURE.
 - SPLICES FOR WIRE SIZES #10 AWG AND SMALLER SHALL BE MADE WITH SPRING CONNECTORS AND TAPE. SPLICES FOR WIRE SIZES #8 AWG AND LARGER SHALL BE COMPRESSION TYPE WITH PRE-MOLDED COVER AND TAPE.
 - TERMINATION OF POWER AND CONTROL WIRING SHALL BE COMPRESSION TYPE WITH TWO-HOLE LUGS FOR WIRE SIZES #8 AWG AND LARGER. MECHANICAL LUGS MAY ONLY BE UTILIZED FOR TERMINATION AT BRANCH CIRCUIT PANELBOARDS.
 - ROUTE ALL TELECOM CABLING IN CONDUIT IN WALLS AND THROUGH INACCESSIBLE CEILINGS PROVIDE J-HOOKS THROUGH LAY-IN TYPE CEILINGS. PROVIDE SLEEVES AT ALL WALL PENETRATIONS. SEAL ALL WALL PENETRATIONS EQUAL TO SMOKE/FIRE RATING OF WALL ASSEMBLY
- WIRING DEVICES**
- WIRING DEVICES SHALL BE SPECIFICATION GRADE WITH NEMA CONFIGURATIONS AS INDICATED ON THE DRAWINGS. COLOR OF DEVICES SHALL BE AS SELECTED BY THE ARCHITECT. WIRING DEVICES SHALL BE MANUFACTURED BY ARROW-HART, HUBBELL, LEVITON, PASS & SEYMOUR OR APPROVED EQUAL.
 - PILOT LIGHT SWITCHES SHALL BE FURNISHED WITH LIGHTED HANDLE OR SEPARATE GLASS JEWEL INDICATING LIGHT WIRE TO BE ILLUMINATED WHEN THE SWITCH IS ON AND SHALL BE LABELED TO INDICATE LOAD SERVED.
 - FACE PLATES SHALL BE MATCHING DECORA STYLE. FACE PLATES SHALL BE FURNISHED FOR ALL POWER AND COMMUNICATIONS OUTLETS AND SHALL BE CONFIGURED TO SUIT THE SYSTEM SUPPLIERS REQUIREMENTS. DEVICES MOUNTED ADJACENT TO EACH OTHER SHALL BE FURNISHED WITH A COMMON FACE PLATE AND BE GANGED IN ONE BOX WITH FAN SWITCH FURTHEST FROM THE DOOR.
 - CIRCUIT BREAKERS SHALL BE CONTAINED IN AN INDIVIDUAL CASE ENCLOSURE ONLY THE NUMBER OF POLES REQUIRED FOR THE PARTICULAR BREAKER.
 - OCCUPANCY SENSOR SIMILAR TO SENSOR SWITCH MODEL #CMR-PDT-9-2P-D.

A3 ELECTRICAL SPECIFICATIONS
SCALE: NOT TO SCALE

C4 ELECTRICAL GENERAL NOTES
SCALE: NOT TO SCALE

- ALL ELECTRICAL WORK SHALL CONFORM TO ALL STATE, LOCAL, AND NATIONAL ELECTRICAL CODES.
- ELECTRICAL CHARACTERISTICS SHALL BE VERIFIED WITH EQUIPMENT MANUFACTURER.
- ITEMS OF SPECIFIC MANUFACTURERS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AND/OR MANUFACTURER'S REPRESENTATIVE'S DIRECTIONS.
- THE CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS AND DIMENSIONS SHOWN ON DRAWINGS
- ALL CONDUIT AND WIRING SCHEDULES SHALL BE VERIFIED BEFORE INSTALLATION.
- THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL EQUIPMENT WITH OTHER CONTRACTORS.
- ALL AREAS DISTURBED BY WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ORIGINAL AS DETERMINED BY THE ENGINEER.
- THE CONTRACTOR SHALL PROVIDE RACEWAYS, WIRING, AND CONNECTIONS FOR ALL CONTROL CIRCUITS AND INTERLOCK.
- ALL ELECTRICAL CONDUIT AND CONDUCTORS DISCONNECTED AND NOT TO BE REUSED SHALL BE REMOVED.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS BEFORE STARTING WORK. IF ONLY A PORTION OF AN EXISTING CIRCUIT IS BEING REMOVED FOR DEMOLITION, CONTINUITY SHALL BE MAINTAINED TO THE REST OF THE REMAINING CIRCUIT.
- ALL BRANCH CIRCUIT CONDUCTORS SHALL BE #12AWG UNLESS OTHERWISE SHOWN.
- ALL BRANCH CIRCUITS SHALL CONSIST OF 2 CONDUCTORS PLUS GROUND, UNLESS OTHERWISE SHOWN.

- HANGERS AND SUPPORTS**
- THREADED RODS SHALL BE FULLY GALVANIZED, MINIMUM 3/8" DIAMETER. MODULAR CHANNEL SUPPORTS SHALL BE GALVANIZED STEEL. SUPPORT CLIPS AND FASTENERS SHALL BE LISTED AND APPROVED FOR THE APPLICATION. STRAPS AND CLAMPS SHALL BE MALLEABLE IRON.
 - SUPPORTS SHALL BE SIZED TO ACCOMMODATE THE LOAD REQUIRE. ALL WORK SHALL BE SUPPORTED INDEPENDENTLY OF THE WORK OF OTHER TRADES INCLUDING CEILING SYSTEM SUPPORTS. ARMORED CABLE MAY, HOWEVER, BE SUPPORTED FROM MAIN CEILING SYSTEM SUPPORT CHANNELS.
 - PANELS AND EQUIPMENT LOCATED ON OTHER THAN MASONRY WALLS SHALL BE MOUNTED WITH MODULAR CHANNEL SUPPORTS SECURED TO THE BUILDING STRUCTURE
- LIGHTING FIXTURES AND EQUIPMENT**
- LIGHTING FIXTURES SHALL BE SPECIFICATION GRADE AND FURNISHED COMPLETE WITH ALL REQUIRED MOUNTING HARDWARE. FIXTURES SPECIFIED IN THE LIGHTING FIXTURE SCHEDULE ESTABLISH THE PERFORMANCE REQUIREMENTS. SUBSTITUTIONS MUST MEET OR EXCEED THE PERFORMANCE OF THE SPECIFIED FIXTURE.
 - SUBMIT SCALED LAYOUT DRAWINGS FOR CONTINUOUS FIXTURES. SUBMIT SAMPLES WHEN REQUIRED BY THE LIGHTING FIXTURE SCHEDULE OR WHEN REQUESTED FOR SUBSTITUTIONS.
 - FIXTURE LENSES AND LOUVERS SHALL BE PROTECTED FROM DUST AND DIRT DURING CONSTRUCTION AND SHALL BE CLEANED PRIOR TO PROJECT COMPLETION. REFLECTORS SHALL BE ADJUSTED AS REQUIRED.
 - CONTRACTOR SHALL ENSURE COMPATIBILITY BETWEEN FIXTURE TRIMS AND CEILING SYSTEMS. FIXTURES RECESSED IN ACCESSIBLE CEILINGS SHALL BE FURNISHED WITH TWO EARTHQUAKE CLIPS. FIXTURES RECESSED IN NON-ACCESSIBLE CEILING SHALL BE DESIGNED FOR BALLAST ACCESS THROUGH THE FIXTURE OPENING.
- TELECOMMUNICATIONS**
- COMPLY WITH TIA/EIA-606-A AND UL 969 FOR A SYSTEM OF LABELING MATERIALS, INCLUDING LABEL STOCKS, LAMINATING ADHESIVES AND INKS USED BY LABEL PRINTERS.
 - CAT6 CABLE
 - SHALL BE PLENUM RATED, CONSIST OF (4) 22AWG TWISTED PAIRS WITH SPIRAL ISOLATION MEMBER. SHALL BE THIRD PARTY VERIFIED TO MEET ISO/IEC 118012002
 - MAKE/MODEL GENESIS MODEL #63611106 OR APPROVED EQUAL FOR COMMUNICATIONS DROP.
 - MAKE/MODEL GENESIS MODEL #63611101 OR APPROVED EQUAL FOR DOOR ACCESS CONTROL.
 - CAT6 CONNECTORS
 - SHALL BE MODULAR RJ45 JACKS THAT SNAP INTO USER CONFIGURABLE FACEPLATES, SUITABLE FOR (8) 22-26AWG WIRES AND BE ETL CERTIFIED CATEGORY 6 COMPLIANT
 - MAKE/MODEL: LEVITON CAT6
 - FACEPLATES
 - SINGLE GANGE FACEPLATES SHALL ACCEPT (4) MODULAR JACKS
 - MAKE/MODEL: MATCH JACK MANUFACTURER



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SYRACUSE, NY 13202**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: A23.011.001		
DATE: FEBRUARY 15, 2024		
DRAWN BY: A. KLYMKOW		
DESIGNED BY: P. MAHANAY		
CHECKED BY: P. MAHANAY		
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

**GENERAL NOTES,
SYMBOLS,
ABBREVIATIONS,
SCHEDULES, AND
SPECS**

E-001

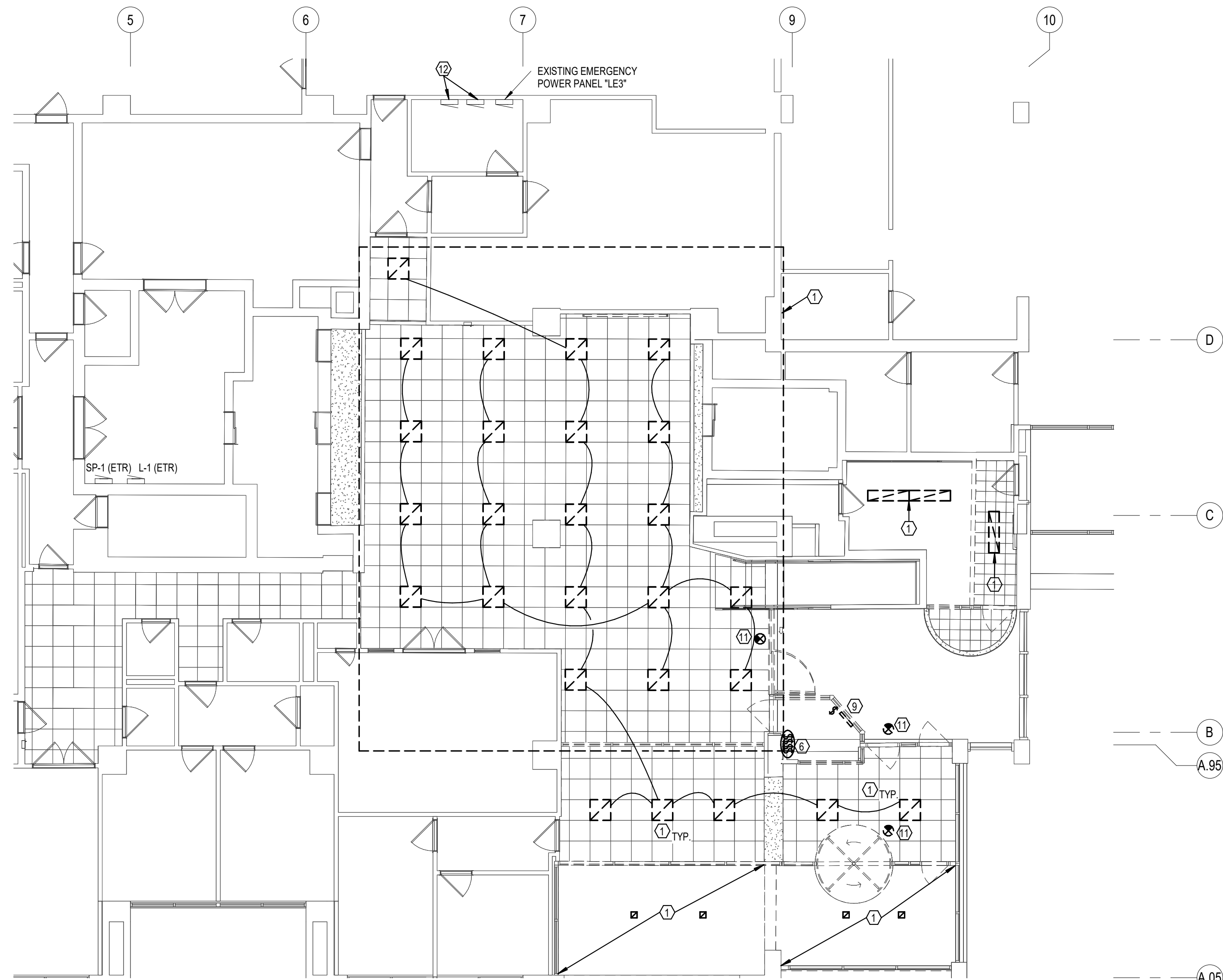
- ① LUMINAIRES IN THIS AREA TO BE REMOVED/REPLACED. RETAIN EXISTING CIRCUITRY TO BE REUSED/MODIFIED FOR PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION. (TYPICAL).
- ② REMOVE/RELOCATE EXISTING CCTV EQUIPMENT. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION.
- ③ REMOVE/RELOCATE EXISTING CARD ACCESS AND ASSOCIATED CONTROL EQUIPMENT. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION. (TYPICAL).
- ④ REMOVE/RELOCATE EXISTING INTERCOM EQUIPMENT. MODIFY/EXTEND CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION. (TYPICAL).
- ⑤ REMOVE/RELOCATE EXISTING BOILER ALARM. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION.
- ⑥ REMOVE/RELOCATE EXISTING SWITCHES. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION.
- ⑦ REMOVE/RELOCATE EXISTING AUTOMATIC DOOR OPENER AND ASSOCIATED CONTROL EQUIPMENT. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION. (TYPICAL).
- ⑧ REMOVE EXISTING RECEPTACLES AND REUSE EXISTING CIRCUITRY FOR PROPOSED LAYOUT. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION. (TYPICAL).
- ⑨ REMOVE EXISTING LIGHT SWITCH AND UNDER CABINET LIGHTING BACK TO SOURCE.
- ⑩ RELOCATE EXISTING COMMUNICATIONS DROP INTO NEW WALL. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION.
- ⑪ REMOVE EXISTING EXIT SIGN. MODIFY/EXTEND EXISTING EXIT SIGN CIRCUIT TO PROPOSED EXIT SIGNS. (TYPICAL).
- ⑫ EXISTING DOOR ACCESS CONTROL SYSTEM TO REMAIN.
- ⑬ REMOVE EXISTING REVOLVING DOOR MOTOR. MODIFY/EXTEND EXISTING DOOR POWER CIRCUIT (LE1-19) TO PROPOSED SLIDING DOORS. REFER TO DRAWING E-101 FOR ADDITIONAL INFORMATION.

A. WHERE CIRCUITS HAVE BEEN ADDED, REMOVED, OR MODIFIED, PROVIDE UPDATED, TYPEWRITTEN PANELBOARD SCHEDULES.

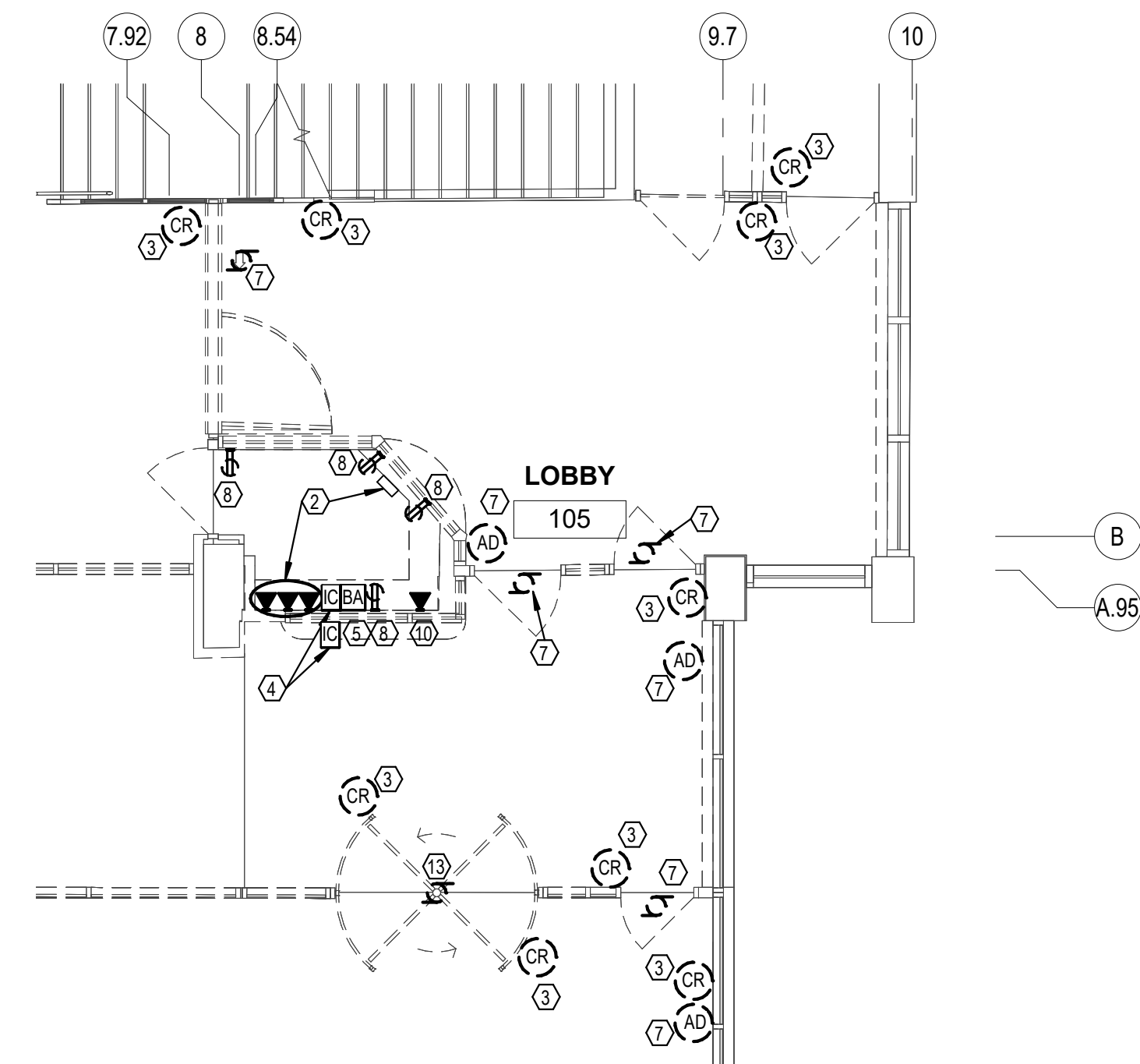
B. TRACE AND FIELD VERIFY SOURCE FOR ALL CIRCUIT REMOVALS OR CIRCUIT MODIFICATIONS. MAINTAIN CONTINUITY OF CIRCUIT TO EQUIPMENT THAT REMAINS.

C1 ELECTRICAL KEYED REMOVAL NOTES
SCALE: NOT TO SCALE

C2 ELECTRICAL GENERAL REMOVAL NOTES
SCALE: NOT TO SCALE



A1 STREET LEVEL LIGHTING PLAN - REMOVALS
SCALE: 1/8" = 1'-0"



A3 STREET LEVEL POWER PLAN - REMOVALS
SCALE: 3/16" = 1'-0"



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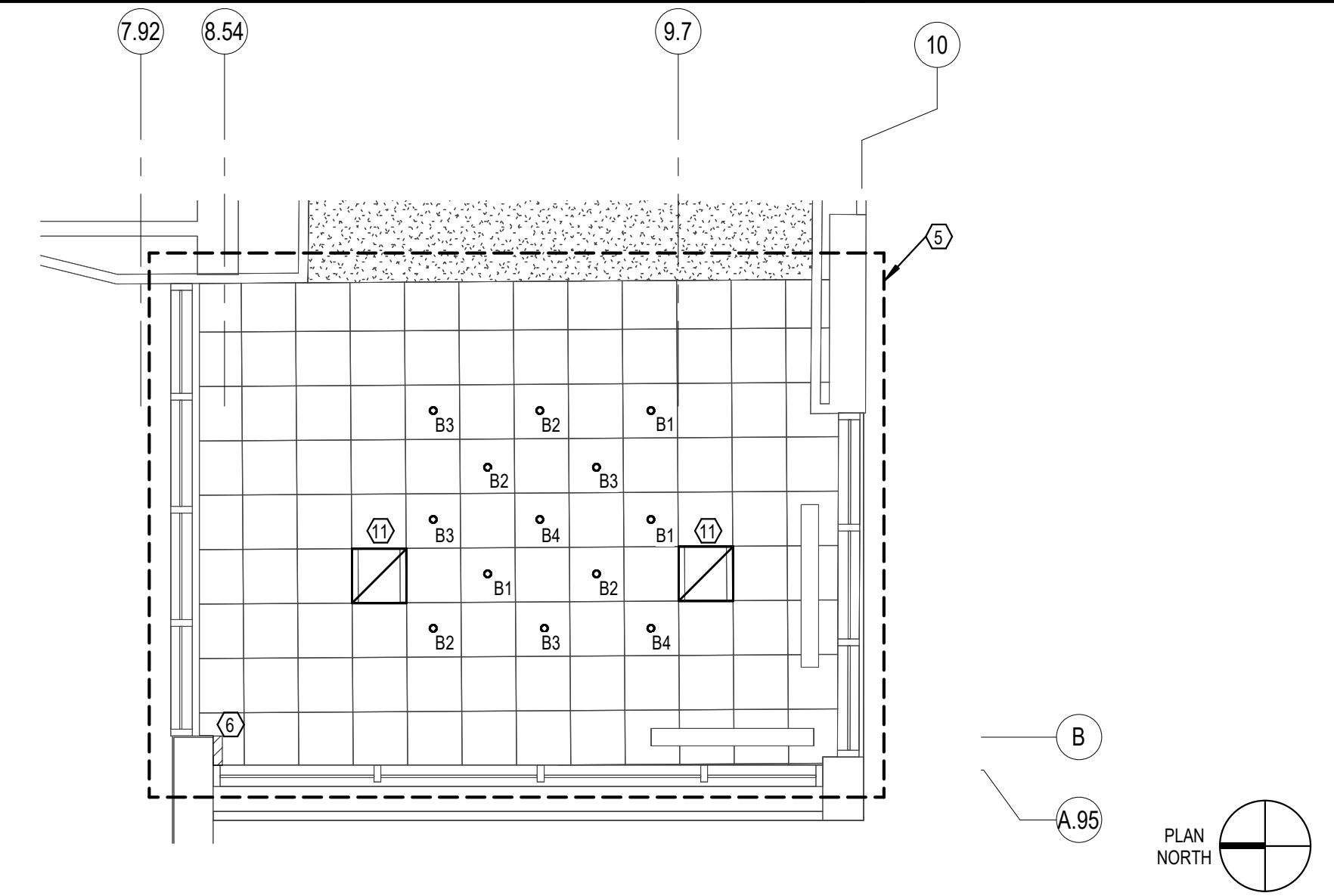
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ED-101

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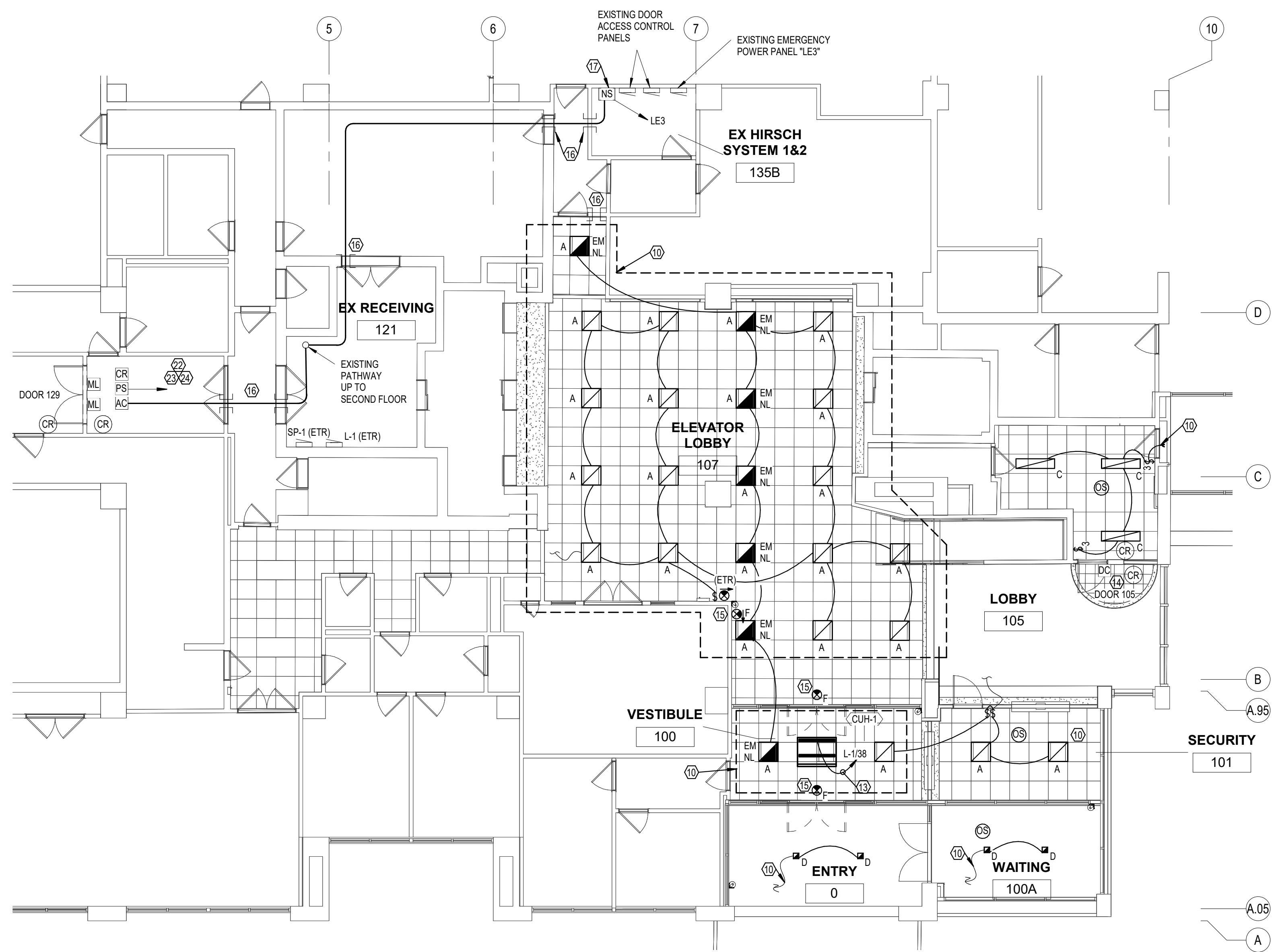
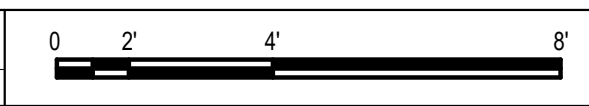
B. EXTEND/REROUTE PRESERVED BRANCH CIRCUITING AND SWITCHING CIRCUITS TO NEW LIGHT FIXTURES.

C. ALL PENETRATIONS THROUGH WALLS, FLOORS, OR CEILINGS, SHALL BE FIRE STOPPED.



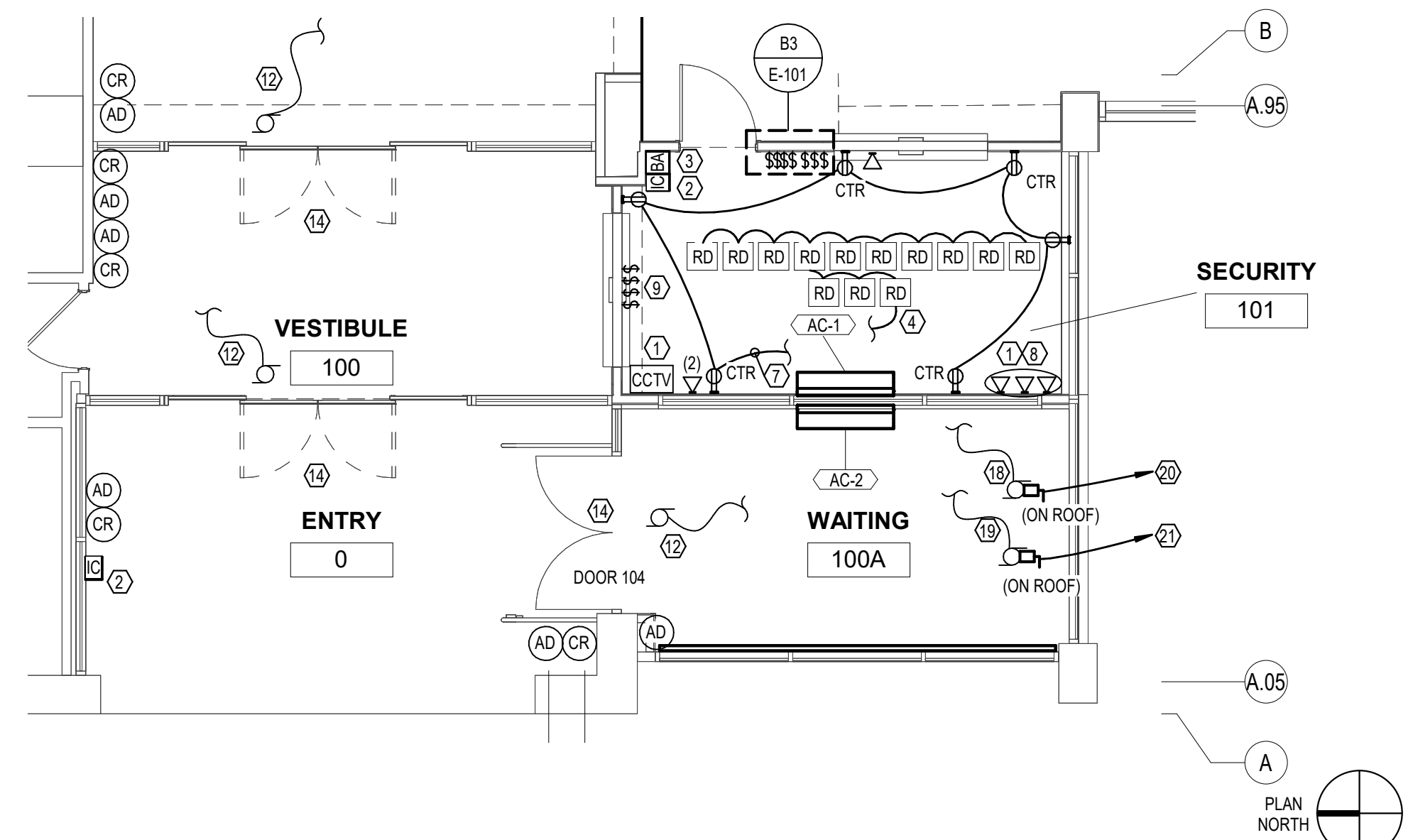
C1 ELECTRICAL GENERAL RENOVATION NOTES
SCALE: NOT TO SCALE

C2 PLAZA LEVEL LIGHTING - RENOVATION
SCALE: 3/16" = 1'-0"

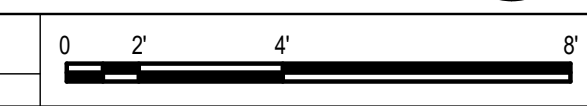


A1 STREET LEVEL LIGHTING - RENOVATION
SCALE: 1/8" = 1'-0"

B3 ELECTRICAL KEYED RENOVATION NOTES
SCALE: NOT TO SCALE



A3 STREET LEVEL POWER - RENOVATION
SCALE: 3/16" = 1'-0"



- ① RELOCATED EXISTING CCTV EQUIPMENT. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING ED-101 FOR ADDITIONAL INFORMATION. (TYPICAL)
- ② RELOCATED EXISTING INTERCOM EQUIPMENT. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. CONCEAL CIRCUITRY THROUGH MULLION INTO ROOM 101. REFER TO DRAWING ED-101 FOR ADDITIONAL INFORMATION. (TYPICAL)
- ③ RELOCATED EXISTING BOILER ALARM. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING ED-101 FOR ADDITIONAL INFORMATION.
- ④ REMOTE DRIVERS FOR SERIES TYPE "B" LUMINAIRES. MOUNT ABOVE CEILING OF SECURITY ROOM 101. (TYPICAL OF 13).
- ⑤ CIRCUIT SERIES TYPE "B" LUMINAIRES TO REMOTE DRIVER LOCATED IN ROOM 101 USING 2#12, 1#12G, 3/4" C AND SURFACE RACEWAY. REFER TO KEYED NOTE #6 FOR ADDITIONAL INFORMATION. (TYPICAL OF 13)
- ⑥ PROVIDE SURFACE RACEWAY (SIMILAR TO WIREMOLD SERIES G4000 PAINTED TO MATCH ADJACENT SURFACES) FROM ABOVE CEILING ON SECOND FLOOR TO ABOVE CEILING IN ROOM 101. THIS IS FOR THE CIRCUITRY OF THE SERIES TYPE "B" LUMINAIRES.
- ⑦ MODIFY/EXTEND RECEPTACLE CONDUIT AND WIRING FROM REMOVED SECURITY ROOM FOR PROPOSED RECEPTACLES.
- ⑧ RELOCATED EXISTING SECURITY EQUIPMENT. MODIFY EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING ED-101 FOR ADDITIONAL INFORMATION.
- ⑨ PROPOSED LOCATION OF MOMENTARY SWITCHES FOR RELEASE OF DOORS. REFER TO DETAIL B1/E-501.
- ⑩ INSTALL PROPOSED LUMINAIRES IN THIS AREA. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT. REFER TO ED-101 FOR ADDITIONAL INFORMATION. (TYPICAL)
- ⑪ EXISTING LUMINAIRES TO REMAIN. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED SWITCHING. (TYPICAL)
- ⑫ NEW DOOR OPENER. MODIFY/EXTEND EXISTING CIRCUITRY FROM EXISTING DOORS REMOVED TO ACCOMMODATE PROPOSED LAYOUT. REFER TO DRAWING ED-101 FOR ADDITIONAL INFORMATION. (TYPICAL).
- ⑬ CIRCUIT TO 20A/1P BREAKER IN PANEL L-1' CIRCUIT 38 USING 2#12, 1#12G, 3/4" C.
- ⑭ PROPOSED DOOR REFER TO DETAIL B1/E-501 FOR ADDITIONAL INFORMATION. (TYPICAL).
- ⑮ CIRCUIT EXIT SIGN TO NEAREST EXIT SIGN CIRCUIT. MODIFY/EXTEND EXISTING CIRCUIT TO ACCOMMODATE PROPOSED LAYOUT. (TYPICAL).
- ⑯ PROVIDE FIRE RATED SLEEVE THROUGH WALL TO ALLOW PASSAGE OF DOOR ACCESS CONTROL WIRING. (TYPICAL).
- ⑰ INSTALL DATA SWITCH (FURNISHED BY OTHERS) ON WALL IN ROOM. CIRCUIT TO 20A/1P BREAKER IN EXISTING POWER PANEL 'LE3' USING 2#12, 1#12G, 3/4" C. PROVIDE BREAKER TO MATCH EXISTING. PROVIDE ONE (1) CAT6 CABLE FROM DATA SWITCH TO EXISTING NETWORK SWITCH IN ROOM 213.
- ⑱ CIRCUIT TO AC-1 USING 4#14, 3/4" C. PROVIDE WEATHERPROOF ROOF PENETRATION THROUGH ROOF.
- ⑲ CIRCUIT TO AC-2 USING 4#14, 3/4" C. PROVIDE WEATHERPROOF ROOF PENETRATION THROUGH ROOF.
- ⑳ CIRCUIT TO 15A/2P BREAKER IN EXISTING PANEL L-1' USING 2#12, 1#12G, 3/4" C. PROVIDE BREAKER TO MATCH EXISTING. UPDATE PANEL SCHEDULE ACCORDINGLY.
- ㉑ CIRCUIT TO 20A/2P BREAKER IN EXISTING PANEL L-1' USING 2#12, 1#12G, 3/4" C. PROVIDE BREAKER TO MATCH EXISTING. UPDATE PANEL SCHEDULE ACCORDINGLY.
- ㉒ REMOVE EXISTING CARD READER(S), KEYED SWITCH(S), MAG LOCK(S), POWER SUPPLIES, ACCESS CONTROL PANEL, AND ALL ASSOCIATED WIRING BACK TO SOURCE. RETAIN EXISTING LINE VOLTAGE POWER FOR PROPOSED POWER SUPPLIES AND DOOR OPERATORS. (TYPICAL).
- ㉓ DOOR ACCESS CONTROL SYSTEM. REFER TO DETAIL B1/E-501 FOR ADDITIONAL INFORMATION.
- ㉔ EXISTING FIRE ALARM CONTROL RELAY TO REMAIN. CONNECT TO PROPOSED DOOR ACCESS CONTROL SYSTEM TO UNLOCK DOOR(S) UPON ACTIVATION OF FIRE ALARM AND TO RELOCK DOORS ONCE FIRE ALARM SYSTEM HAS BEEN CLEARED. (TYPICAL).



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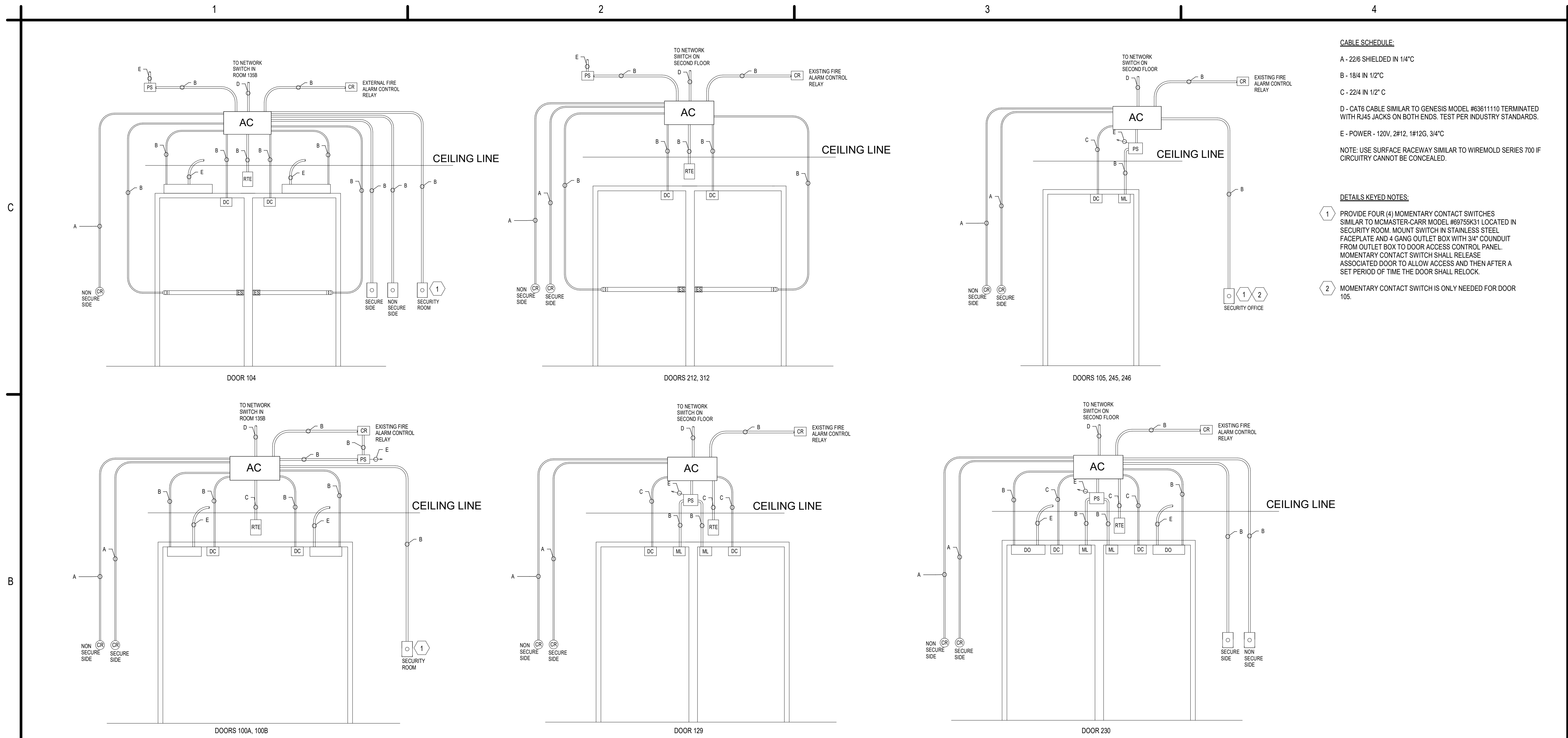


**TOOMEY ABBOTT TOWERS - LOBBY
RENOVATION
SYRACUSE HOUSING AUTHORITY
1207 ALMOND STREET
SYRACUSE, NY 13202**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: A23.011.001		
DATE: FEBRUARY 15, 2024		
DRAWN BY: A. KLYMKOW		
DESIGNED BY: P. MAHANEY		
CHECKED BY: P. MAHANEY		
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

**STREET AND PLAZA
LEVEL ELECTRICAL
RENOVATION PLAN**

E-101



CABLE SCHEDULE:

A - 22/6 SHIELDED IN 1/4" C

B - 18/4 IN 1/2" C

C - 22/4 IN 1/2" C

D - CAT6 CABLE SIMILAR TO GENESIS MODEL #63611110 TERMINATED WITH RJ45 JACKS ON BOTH ENDS. TEST PER INDUSTRY STANDARDS.

E - POWER - 120V, 2#12, 1#12G, 3/4" C

NOTE: USE SURFACE RACEWAY SIMILAR TO WIREMOLD SERIES 700 IF CIRCUITRY CANNOT BE CONCEALED.

DETAILS KEYED NOTES:

1 PROVIDE FOUR (4) MOMENTARY CONTACT SWITCHES SIMILAR TO MCMASTER-CARR MODEL #69755K31 LOCATED IN SECURITY ROOM. MOUNT SWITCH IN STAINLESS STEEL FACEPLATE AND 4 GANG OUTLET BOX WITH 3/4" CONDUIT FROM OUTLET BOX TO DOOR ACCESS CONTROL PANEL. MOMENTARY CONTACT SWITCH SHALL RELEASE ASSOCIATED DOOR TO ALLOW ACCESS AND THEN AFTER A SET PERIOD OF TIME THE DOOR SHALL RELOCK.

2 MOMENTARY CONTACT SWITCH IS ONLY NEEDED FOR DOOR 105.

B1 ELECTRIC DOOR SECURITY DETAIL
SCALE: NOT TO SCALE



A1 DEVICE ELEVATION DETAIL
SCALE: NOT TO SCALE

C3 SECURITY ROOM SWITCH DETAIL
SCALE: NOT TO SCALE



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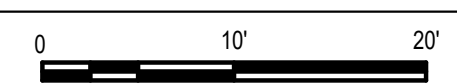
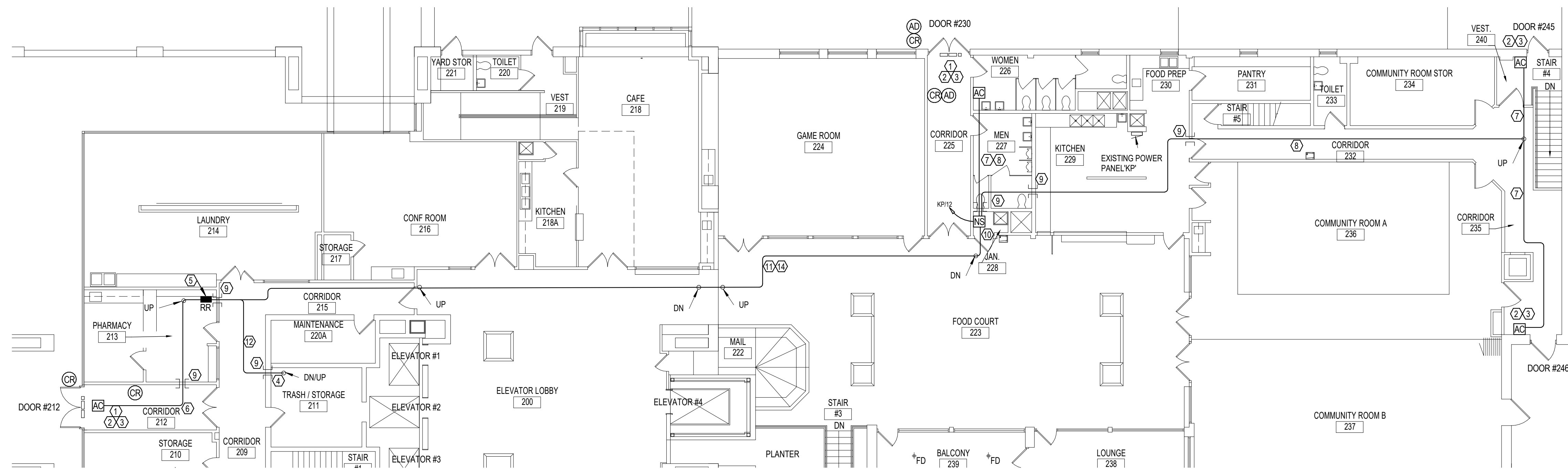


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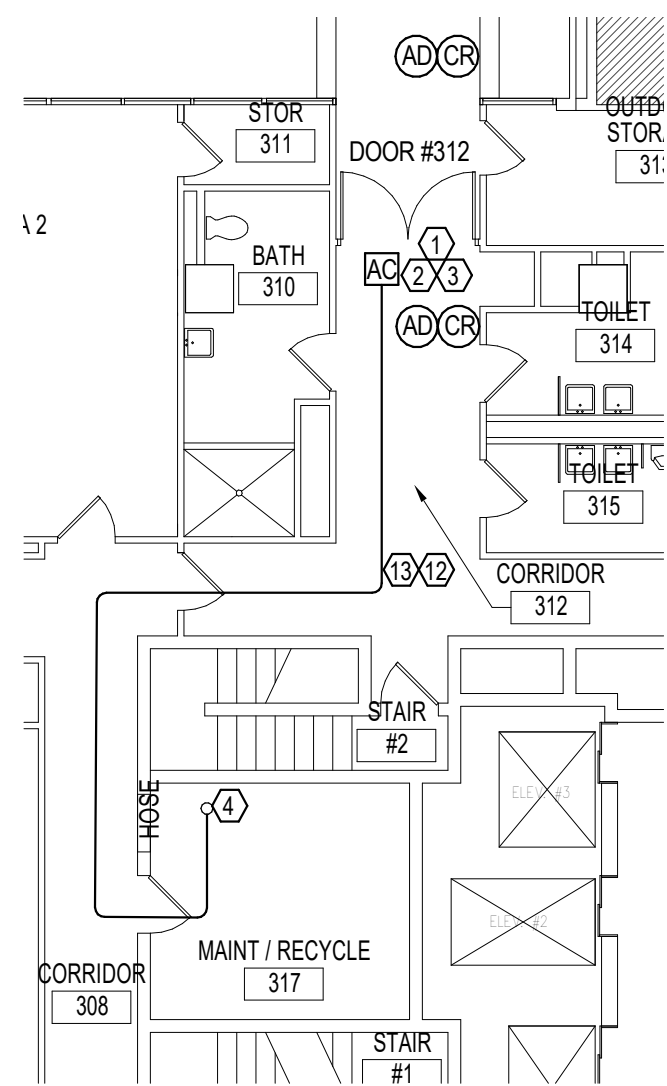
DETAILS

E-501



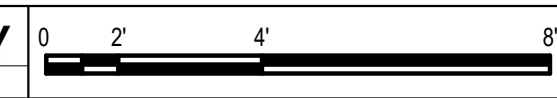
B1 PLAZA LEVEL DOOR SECURITY

SCALE: 1" = 10'-0"



A1 TERRACE LEVEL DOOR SECURITY

SCALE: 1" = 10'-0"



A2 DOOR SECURITY KEYED NOTES

SCALE: NOT TO SCALE

- (1) REMOVE EXISTING CARD READER(S), KEYED SWITCH(S), MAG LOCK(S), POWER SUPPLIES, ACCESS CONTROL PANEL, AND ALL ASSOCIATED CONDUIT AND WIRING BACK TO SOURCE. RETAIN EXISTING LINE VOLTAGE POWER FOR PROPOSED POWER SUPPLIES AND DOOR OPERATORS. (TYPICAL).
- (2) DOOR ACCESS CONTROL SYSTEM. REFER TO DETAIL B1E-501 FOR ADDITIONAL INFORMATION.
- (3) EXISTING FIRE ALARM CONTROL RELAY TO REMAIN. CONNECT TO PROPOSED DOOR ACCESS CONTROL SYSTEM TO UNLOCK DOOR(S) UPON ACTIVATION OF FIRE ALARM AND TO RELOCK DOORS ONCE FIRE ALARM SYSTEM HAS BEEN CLEARED. (TYPICAL).
- (4) EXISTING THROUGH FLOOR SLEEVES FOR ROUTING OF COMMUNICATIONS CABLING TO STREET AND TERRACE LEVELS.
- (5) EXISTING NETWORK SWITCH TO REMAIN.
- (6) PROVIDE ONE (1) PLENUM RATED CAT6 CABLE FROM DOOR ACCESS CONTROL PANEL TO EXISTING NETWORK SWITCH LOCATED IN ROOM 213. CABLE SHALL BE CONCEALED ABOVE CEILINGS AND WALLS. INSTALL J-HOOKS AS NEEDED TO SUPPORT CABLE AND REUSE EXISTING COMMUNICATION PATHWAYS WHERE POSSIBLE. PROPOSED ROUTE SHALL BE FIELD VERIFIED PRIOR TO INSTALLATION. PROVIDE RJ45 JACK ON BOTH ENDS OF CABLE AND TEST TO MAKE SURE IT PASSES INDUSTRY STANDARDS FOR CAT6 NETWORKS.
- (7) PROVIDE ONE (1) PLENUM RATED CAT6 CABLE FROM DOOR ACCESS CONTROL PANEL TO PROPOSED DATA SWITCH LOCATED IN ROOM 228. CABLE SHALL BE CONCEALED ABOVE CEILINGS AND WALLS. INSTALL J-HOOKS AS NEEDED TO SUPPORT CABLE ABOVE CEILING. PROVIDE SURFACE RACEWAY SIMILAR TO WIREMOLD SERIES V700 IN AREAS WHERE CABLING CANNOT BE CONCEALED. PROPOSED ROUTE FIELD VERIFY PRIOR TO INSTALLATION. PROVIDE RJ45 JACK ON BOTH ENDS OF CABLE AND TEST TO MAKE SURE IT PASSES INDUSTRY STANDARDS FOR CAT6 NETWORKS. (TYPICAL).
- (8) PROPOSED ROUTE OF CABLES REFERENCED IN KEYED NOTE #7. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF CEILING(S) AS NEEDED FOR THE COMPLETION OF WORK. CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING AREA OF WORK TO CONDITION EQUAL TO OR BETTER THAN ORIGINAL AS DETERMINED BY ENGINEER.
- (9) PROVIDE FIRE RATED SLEEVE THROUGH WALL TO ALLOW PASSAGE OF DOOR ACCESS CONTROL WIRING. (TYPICAL).
- (10) INSTALL DATA SWITCH (FURNISHED BY OTHERS) ABOVE EXISTING CEILING. CIRCUIT TO 20A/1P BREAKER IN EXISTING POWER PANEL 'KP' USING 2#12, 1#12G, 3/4" C. PROVIDE BREAKER TO MATCH EXISTING. UPDATE PANEL SCHEDULE ACCORDINGLY.
- (11) PROVIDE ONE (1) PLENUM RATED CAT6 CABLE FROM DATA SWITCH TO EXISTING NETWORK SWITCH LOCATED IN ROOM 213. CABLE SHALL BE CONCEALED ABOVE CEILINGS AND WALLS. INSTALL J-HOOKS AS NEEDED SUPPORT CABLE AND REUSE EXISTING PATHWAYS WHERE POSSIBLE. PROPOSED ROUTE FIELD VERIFY PRIOR TO INSTALLATION. PROVIDE RJ45 JACK ON BOTH ENDS OF CABLE AND TEST TO MAKE SURE IT PASSES INDUSTRY STANDARDS FOR CAT6 NETWORKS.
- (12) PROPOSED ROUTE OF CABLES REFERENCED IN KEYED NOTE #13. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF CEILING(S) AS NEEDED FOR THE COMPLETION OF WORK. CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING AREA OF WORK TO CONDITION EQUAL TO OR BETTER THAN ORIGINAL AS DETERMINED BY ENGINEER.
- (13) PROVIDE ONE (1) PLENUM RATED CAT6 CABLE FROM DOOR ACCESS CONTROL PANEL TO EXISTING NETWORK SWITCH LOCATED IN ROOM 213. CABLE SHALL BE CONCEALED ABOVE CEILINGS AND WALLS. INSTALL J-HOOKS AS NEEDED SUPPORT CABLE AND REUSE EXISTING PATHWAYS WHERE POSSIBLE. PROPOSED ROUTE FIELD VERIFY PRIOR TO INSTALLATION. PROVIDE RJ45 JACK ON BOTH ENDS OF CABLE AND TEST TO MAKE SURE IT PASSES INDUSTRY STANDARDS FOR CAT6 NETWORKS. (TYPICAL).
- (14) PROPOSED ROUTE OF CABLES REFERENCED IN KEYED NOTE #11. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REINSTALLATION OF CEILING(S) AS NEEDED FOR THE COMPLETION OF WORK. CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING AREA OF WORK TO CONDITION EQUAL TO OR BETTER THAN ORIGINAL AS DETERMINED BY ENGINEER.



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PLAZA AND TERRACE LEVEL DOOR SECURITY

EY-101

C

C

- EXISTING FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL THROUGHOUT THE INSTALLATION OF THE NEW FIRE ALARM DEVICES AND CEILING DEMOLITION AND REINSTALLATION. THE FIRE ALARM SYSTEM SHALL BE DEEMED OPERATIONAL ONCE IT HAS BEEN INSPECTED, TESTED, AND APPROVED BY THE AUTHORITY HAVING JURISDICTION AND THE OWNER.
- WHERE DEVICES ARE LOCATED ON A SURFACE TO BE REMOVED, THE DEVICE SHALL BE RELOCATED AS NECESSARY TO MAINTAIN DETECTION AND NOTIFICATION COVERAGE THROUGHOUT THE WORK AREA. ALL FIRE ALARM DEVICES AND CIRCUITS SHALL TO BE PROPERLY SECURED TO THE BUILDING STRUCTURE WHILE ACTIVE.
- PRIOR TO DAILY WORK, THE CONTRACTOR SHALL COMMUNICATE WITH BUILDING MANAGEMENT. AT THE END OF EACH DAY, THE CONTRACTOR SHALL CHECK IN WITH BUILDING MANAGEMENT TO VERIFY NO "NEW" TROUBLE CONDITIONS HAVE OCCURRED FROM THE PROJECT AREA. IF A TROUBLE OR OTHER OFF-NORMAL CONDITION OCCURS, THE CONTRACTOR SHALL TROUBLESHOOT AND CORRECT THE FIRE ALARM TROUBLE OR OFF-NORMAL CONDITION BEFORE ADDITIONAL DEMOLITION WORK IS PERFORMED. IF, AT THE END OF THE DAY, A SYSTEM CANNOT BE RESTORED TO FUNCTIONAL STATUS, THE CONTRACTOR, AT THEIR EXPENSE, SHALL PROVIDE A 24 HOUR FIRE WATCH FOR THE UNPROTECTED AREA(S) OF THE BUILDING.
- THE CONTRACTOR SHALL NOTIFY THE OWNER, LOCAL FIRE DEPARTMENT, AND AUTHORITY HAVING JURISDICTION IN WRITING A MINIMUM OF 72 HOURS PRIOR TO REMOVING ANY FIRE ALARM SYSTEM COMPONENT FROM SERVICE. THE NOTIFICATION SHALL INCLUDE, AT MINIMUM, THE DATE AND TIME THE SYSTEM WILL BE REMOVED FROM SERVICE AND THE PROJECTED DATE AND TIME THE SYSTEM WILL BE RESTORED.
- ALL FIRE ALARM SYSTEM IMPAIRMENTS SHALL OCCUR IN ACCORDANCE WITH THE 2020 FIRE CODE OF NEW YORK STATE. THE SOLE RESPONSIBILITY OF THE INDIVIDUAL ASSIGNED TO FIRE WATCH SHALL BE TO PERFORM CONSTANT PATROLS OF THE IMPAIRED AREA TO KEEP WATCH FOR FIRES. THE FIRE WATCH SHALL BE PROVIDED WITH AN APPROVED MEANS OF NOTIFICATION FOR THE FIRE DEPARTMENT. IF THE BUILDING IS PROTECTED WITH MULTIPLE FIRE PROTECTION SYSTEMS, ONLY THE IMPAIRED AREA OF THE BUILDING SHALL BE REQUIRED TO BE PATROLLED BY THE FIRE WATCH.
- THE SYSTEM IMPAIRMENT FOR THE RENOVATION SHALL BE CONDUCTED AS A PRE-PLANNED IMPAIRMENT. TO MINIMIZE THE IMPAIRMENT TIME, ALL NECESSARY TOOLS AND MATERIALS SHALL BE ASSEMBLED ON-SITE PRIOR TO REMOVING THE SYSTEM FROM SERVICE.
- THE CONTRACTOR SHALL NOTIFY THE OWNER, LOCAL FIRE DEPARTMENT, AND AUTHORITY HAVING JURISDICTION IN WRITING WITHIN 24 HOURS OF RESTORING THE FIRE ALARM SYSTEM INTO SERVICE THAT THE FOLLOWING HAS BEEN IMPLEMENTED:
 - ALL INSPECTIONS AND TESTS HAVE BEEN COMPLETED TO ENSURE THE AFFECTED SYSTEM IS OPERATIONAL.
 - THE OWNER AND OCCUPANT HAVE BEEN INSTRUCTED ON THE OPERATION OF THE SYSTEM.
 - THE THIRD PARTY MONITORING COMPANY HAS BEEN ADVISED THAT THE SYSTEM IS IN SERVICE.

C2 FIRE ALARM IMPAIRMENT NOTES
SCALE: NOT TO SCALE

1. PROJECT NAME:	1. TOOMEY ABBOTT TOWERS - LOBBY RENOVATION
2. ADDRESS OF PROJECT:	2. 1207 ALMOND STREET SYRACUSE, NY 13210
3. OCCUPANCY GROUP(S) OF BUILDING OR AREA MODIFIED AS PART OF THIS PROJECT AS DEFINED BY NYSBC:	3. PRIMARILY RESIDENTIAL. ALSO HAS MERCANTILE AND BUSINESS. AREA OF RENOVATION IS RESIDENTIAL.
4. ELEVATION OF HIGHEST OCCUPIED FLOOR LEVEL ABOVE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS:	4. 21ST FLOOR IS 213' ABOVE STREET LEVEL.
5. OVERALL BUILDING HEIGHT:	5. APPROXIMATELY 230' 6".
6. BUILDING CONSTRUCTION TYPE:	6. I-B.
7. OVERALL SCOPE OF WORK:	7. THE REMOVAL AND REINSTALLATION OF EXISTING FIRE ALARM SYSTEM DEVICES IN ADDITION TO THE INSTALLATION AND TESTING OF NEW FIRE ALARM SYSTEM DEVICES THROUGHOUT THE RENOVATED AREAS.
8. IS THE WORK CODE REQUIRED, REQUIRED BY STATE VARIANCE, OR A VOLUNTARY SYSTEM UPGRADE?	8. THE WORK IS A VOLUNTARY SYSTEM UPGRADE.
9. ANNUNCIATION ZONE ASSIGNMENTS OR ADDRESSABLE DEVICE ADDRESSES:	9. THE FIRE ALARM SYSTEM IS A FULLY ADDRESSABLE SYSTEM. DEVICE ADDRESSES SHALL BE SHOWN ON THE APPROVED PROJECT SUBMITTALS.
10. DESCRIPTION OF BUILDING FIRE PROTECTION SPRINKLER SYSTEM:	10. WET PIPE SPRINKLER SYSTEM THROUGHOUT THE RENOVATION AREA.
11. CODE COMPLIANCE STATEMENT:	11. THE PROJECT HAS BEEN DESIGNED AND SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72 (2016 EDITION), NFPA 70 (2016 EDITION), THE FIRE CODE OF NEW YORK STATE (2020 EDITION), AND THE BUILDING CODE OF NEW YORK STATE (2020 EDITION).

- I. GENERAL
- A. MODIFY EXISTING ADDRESSABLE FIRE ALARM SYSTEM FOR RENOVATION AS DESCRIBED HEREIN AND SHOWN ON THE DRAWINGS.
- THE FIRE ALARM SYSTEM IS AN EXISTING EDWARDS EST-3.
- B. ACTION SUBMITTALS
- PRODUCT DATA: FOR EACH TYPE OF PRODUCT, INCLUDING FURNISHED OPTIONS AND ACCESSORIES.
 - INCLUDE CONSTRUCTION DETAILS, MATERIAL DESCRIPTIONS, DIMENSIONS, PROFILES, AND FINISHES.
 - INCLUDE RATED CAPACITIES, OPERATING CHARACTERISTICS, AND ELECTRICAL CHARACTERISTICS.
 - SHOP DRAWINGS: FOR FIRE-ALARM SYSTEM.
 - COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS IN THE "DOCUMENTATION" SECTION OF THE "FUNDAMENTALS" CHAPTER IN NFPA 72.
 - INCLUDE PLANS, ELEVATIONS, SECTIONS, DETAILS, AND ATTACHMENTS TO OTHER WORK.
 - INCLUDE DETAILS OF EQUIPMENT ASSEMBLIES, INDICATE DIMENSIONS, WEIGHTS, LOADS, REQUIRED CLEARANCES, METHOD OF FIELD ASSEMBLY, COMPONENTS, AND LOCATIONS. INDICATE CONDUCTOR SIZES, INDICATE TERMINATION LOCATIONS AND REQUIREMENTS, AND DISTINGUISH BETWEEN FACTORY AND FIELD WIRING.
 - DETAIL ASSEMBLY AND SUPPORT REQUIREMENTS.
 - INCLUDE VOLTAGE DROP CALCULATIONS FOR NOTIFICATION-APPLIANCE CIRCUITS.
 - INCLUDE BATTERY-SIZE CALCULATIONS.
 - INCLUDE INPUT/OUTPUT MATRIX.
 - INCLUDE STATEMENT FROM MANUFACTURER THAT ALL EQUIPMENT AND COMPONENTS HAVE BEEN TESTED AS A SYSTEM AND MEET ALL REQUIREMENTS IN THIS SPECIFICATION AND IN NFPA 72.
 - INCLUDE PERFORMANCE PARAMETERS AND INSTALLATION DETAILS FOR EACH DETECTOR.
 - INCLUDE FLOOR PLANS TO INDICATE FINAL OUTLET LOCATIONS SHOWING ADDRESS OF EACH ADDRESSABLE DEVICE. SHOW SIZE AND ROUTE OF CABLE AND CONDUITS AND POINT-TO-POINT WIRING DIAGRAMS.
 - CLOSEOUT SUBMITTAL
 - OPERATION AND MAINTENANCE DATA: FOR FIRE-ALARM SYSTEMS AND COMPONENTS TO INCLUDE IN EMERGENCY, OPERATION, AND MAINTENANCE MANUALS.
 - COMPLY WITH THE "RECORDS" SECTION OF THE "INSPECTION, TESTING AND MAINTENANCE" CHAPTER IN NFPA 72.
 - PROVIDE "FIRE ALARM AND EMERGENCY" COMMUNICATIONS SYSTEM RECORD OF COMPLETION DOCUMENTS ACCORDING TO THE "COMPLETION DOCUMENTS" ARTICLE IN THE "DOCUMENTATION" SECTION OF THE "FUNDAMENTALS" CHAPTER IN NFPA 72.
 - PROVIDE RECORD DRAWINGS IN A CAD COMPATIBLE FORMAT.
- II. PRODUCTS
- A. SEE PRODUCT MODEL NUMBERS ON FIRE ALARM SYMBOLS DETAIL.
- III. EXECUTION
- A. PERFORM THE FOLLOWING TEST AND INSPECTIONS
- VISUAL INSPECTION: CONDUCT VISUAL INSPECTION PRIOR TO TESTING.
 - INSPECTION SHALL BE BASED ON COMPLETED RECORD DRAWINGS AND SYSTEM DOCUMENTATION THAT IS REQUIRED BY THE "COMPLETION DOCUMENTS, PREPARATION" TABLE IN THE "DOCUMENTATION" SECTION OF THE "FUNDAMENTALS" CHAPTER IN NFPA 72.
 - COMPLY WITH THE "VISUAL INSPECTION FREQUENCIES" TABLE IN THE "INSPECTION" SECTION OF THE "INSPECTION, TESTING AND MAINTENANCE" CHAPTER IN NFPA 72. RETAIN THE "INITIAL/REACCEPTANCE" COLUMN AND LIST ONLY THE INSTALLED COMPONENTS.
 - SYSTEM TESTING: COMPLY WITH THE "TEST METHODS" TABLE IN THE "TESTING" SECTION OF THE "INSPECTION, TESTING AND MAINTENANCE" CHAPTER IN NFPA 72.

B3 FIRE ALARM SPECIFICATIONS
SCALE: NOT TO SCALE

SYMBOL	DESCRIPTION
[FACP]	EXISTING FIRE ALARM CONTROL PANEL, EDWARDS EST-3
[ANN]	EXISTING ANNUCIATOR PANEL
[XXX]	FIRE ALARM SPEAKER/STROBE (15 CANDELA UNLESS OTHERWISE NOTED OTHERWISE), EDWARDS MODEL #G4SYWF
[XXX]	FIRE ALARM STROBE (15 CANDELA UNLESS OTHERWISE NOTED OTHERWISE), EDWARDS MODEL #EGCF-VM
[F]	FIRE ALARM MANUAL PULL STATION, EDWARDS MODEL #SIGA-278
[?]	SMOKE DETECTOR, EDWARDS MODEL #SIGA-OSD WITH BASE SIGA-SB4
[D]	HEAT DETECTOR, EDWARDS MODEL #SIGA-HRD WITH BASE SIGA-SB4
C	DENOTES CEILING MOUNTED DEVICE
---	DEMOLITION
---	EXISTING
---	NEW

- SCOPE OF WORK:
- THE SCOPE OF WORK SHALL INCLUDE THE FOLLOWING:
- THE REMOVAL AND REINSTALLATION OF EXISTING FIRE ALARM SYSTEM DEVICES IN ADDITION TO THE INSTALLATION AND TESTING OF NEW FIRE ALARM SYSTEM DEVICES THROUGHOUT THE RENOVATED AREAS.
 - PROVIDE MEANS TO FURNISH AND INSTALL WIRING IN RACEWAYS, TEST NEW DEVICES, AND INSTALL PROGRAMMING AS APPLICABLE.
 - ACCEPTANCE TESTING OF SYSTEM PER NFPA 72.
 - SUBMISSION OF DOCUMENTATION AS REQUIRED.
- APPLICABLE CODES:
- 2020 BUILDING CODE OF NEW YORK STATE
 - 2020 FIRE CODE OF NEW YORK STATE
 - NFPA 72 - 2016, NATIONAL FIRE ALARM AND SIGNALING CODE
 - NFPA 70 - 2017, NATIONAL ELECTRICAL CODE
- DESIGN CRITERIA:
- THE DESIGN DOCUMENTS PROVIDED HEREIN IDENTIFY THE MINIMUM SYSTEM REQUIREMENTS, IN ACCORDANCE WITH THE ABOVE REFERENCED CODES AND REGULATIONS.
 - INSTALLATION PERSONNEL SHALL BE SUPERVISED BY PERSONS WHO ARE QUALIFIED AND EXPERIENCED IN THE INSTALLATION OF, INSPECTION, AND TESTING OF FIRE ALARM SYSTEMS. EXAMPLES OF QUALIFIED PERSONNEL SHALL INCLUDE BUT NOT BE LIMITED TO:
 - FACTORY TRAINED AND CERTIFIED PERSONNEL
 - NICET LEVEL III OR HIGHER CERTIFIED PERSONNEL
 - PERSONNEL LICENSED OR CERTIFIED BY THE STATE OR LOCAL AUTHORITY, PER NFPA 72
 - THE FIRE ALARM SYSTEM SHALL BE FULLY ADDRESSABLE, PROVIDE GENERAL EVACUATION SIGNAL FOR THE BUILDING, AND REPORT TO AN APPROVED CENTRAL STATION IN ACCORDANCE WITH NFPA 72.
 - THE FIRE ALARM SYSTEM WIRING SUPERVISION SHALL BE IN ACCORDANCE WITH NFPA 72.
 - SIGNALING LINE CIRCUITS: MATCH EXISTING
 - NOTIFICATION APPLIANCE CIRCUITS: MATCH EXISTING
 - THE FIRE ALARM SYSTEM SHALL FUNCTION IN ACCORDANCE WITH NFPA 72.
 - ALL FIRE ALARM CIRCUITS ENTERING OR LEAVING BUILDINGS SHALL BE PROVIDED WITH APPROVED SURGE PROTECTION DEVICE(S). ALL DEVICES AND EQUIPMENT INSTALLED OUTSIDE SHALL BE WEATHERPROOF AND LISTED FOR OUTDOOR USE.
 - PLENUM RATED FIRE ALARM CONDUCTORS SHALL BE PERMITTED TO BE INSTALLED IN PLENUM SPACES. ALL CONDUCTORS IN EXPOSED AREAS OR CONCEALED IN WALLS SHALL BE INSTALLED IN RED EMT CONDUIT, CONDUIT HANGER AND MATERIAL, SPACING, AND METHOD OF ATTACHMENT SHALL BE PER NFPA 70, NFPA 72, AND MANUFACTURER'S RECOMMENDATIONS.
 - NOTIFICATION APPLIANCE CIRCUITS SHALL BE 14 GAUGE OR LARGER 2-CONDUCTOR THHN CABLE. FIRE ALARM CONTRACTOR SHALL PERFORM AND SUBMIT BATTERY BACKUP AND VOLTAGE DROP CALCULATIONS TO ENSURE VOLTAGE AT FINAL DEVICE IS ACCEPTABLE PER FIRE ALARM MANUFACTURER AND SUFFICIENT STANDBY POWER IS AVAILABLE FOR 24 HOURS OF STANDBY OPERATION FOLLOWED BY 15 MINUTES OF ALARM.
 - SIGNALING LINE CIRCUITS SHALL BE 18 GAUGE OR LARGER 2-CONDUCTOR FPLR CABLE. FIRE ALARM CONTRACTOR SHALL DETERMINE CABLE BASED ON FIRE ALARM MANUFACTURER REQUIREMENTS AND CABLE LENGTH LIMITATIONS.
 - USE SUITABLE CABLE FITTINGS AND CONNECTORS WHERE CABLE ENTERS/EXITS ALL JUNCTION AND DEVICE BACK BOXES. LEAVE 18" EXCESS CABLE AT EACH TERMINATION AT A DEVICE AND OTHER SYSTEM OUTLET. LEAVE 6" EXCESS CABLE AT EACH TERMINATION AT SYSTEM CONTROL PANELS OR POWER SUPPLIES.
 - SPLICE CABLE ONLY IN ACCESSIBLE JUNCTION BOXES OR AT TERMINAL BLOCK UNITS. THERE SHALL BE NO T-TAPPING OF SLC CIRCUITS BETWEEN TERMINAL CABINETS AND THE LAST INITIATING DEVICE ON THE SLC CIRCUIT. THE ONLY T-TAPPING IN THE SYSTEM SHALL TAKE PLACE AT THE TERMINAL CABINETS. MAKE CABLE SHIELDS CONTINUOUS AT ALL SPLICES AND CONNECT CIRCUIT SHIELD TO EQUIPMENT GROUND ONLY AT SOURCE END.
 - COORDINATE INSTALLATION OF SMOKE AND HEAT DETECTORS WITH ALL OTHER TRADES. ALL SMOKE AND HEAT DETECTORS SHALL BE AT LEAST 12" FROM ANY PART OF A LIGHT FIXTURE AND A MINIMUM OF 3" FROM AIR DIFFUSERS/RETURN GRILLES OR AIR HANDLING SYSTEMS. SMOKE DETECTORS SHALL NOT BE INSTALLED UNTIL CONSTRUCTION IS ESSENTIALLY COMPLETE AND THE BUILDING HAS BEEN THOROUGHLY CLEANED. MERELY PROVIDING DETECTORS WITH FACTORY DUST COVERS AND INSTALLING EARLY IN CONSTRUCTION OF THE PROJECT IS NOT ACCEPTABLE. IF DETECTORS ARE INSTALLED PRIOR TO THE FULL FINAL CLEANING OF THE BUILDING, THE FIRE ALARM CONTRACTOR SHALL REMOVE EVERY DETECTOR IN THE BUILDING AND HAVE THEM THOROUGHLY CLEANED AND RECERTIFIED BY A FACTORY CERTIFIED TECHNICIAN.
 - FIRE ALARM SYSTEM SHALL INCLUDE FULL IDENTIFICATION. ALL SYSTEM CONDUIT, JUNCTION BOXES, TERMINAL BOXES, PULL BOXES, AND COVERS SHALL BE RED IN CONCEALED SPACES AND SHALL BE IDENTIFIED WITH ENGRAVED LABELS BY THE ZONE AND CIRCUIT IT CONTAINS. ALL LBS AND SIMILAR UNITS SHALL BE THE COLOR RED IN CONCEALED SPACES. ALL CONDUIT, BOXES, AND COVERS LOCATED IN EXPOSED AREAS SHALL BE THE COLOR RED AND PROVIDED WITH ENGRAVED LABELS. LABEL ALL FIRE ALARM DEVICES WITH ADDRESSES. ONLY PRINTED STICK ON TYPE LABELS SHALL BE USED. LABELING DEVICE WITH MARKERS IS NOT ACCEPTABLE. THE PRINTED STICK ON TYPE LABELS MUST BE VISIBLE UPON APPROACH TO THE DEVICE AND BE MADE OF SUCH A MATERIAL TO RESIST FADING OR EASY REMOVAL.
 - ALL PENETRATIONS THROUGH FIRE/SMOKE RATED ASSEMBLIES SHALL BE FIRE STOPPED. FIRE STOPPING SHALL BE OF U.L. LISTED ASSEMBLY.
 - CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE ENGINEER OF RECORD (THROUGH THE APPROPRIATE PARTIES) COMPLETE SHOP DRAWINGS OF THE FIRE ALARM SYSTEMS, MATERIAL DATA, AND CALCULATIONS AT THE SAME TIME. INCOMPLETE SUBMITTALS WILL BE RETURNED WITHOUT REVIEW. SHOP DRAWINGS SHALL INCLUDE AT MINIMUM: WORKING PLANS WITH ALL APPLIANCES, DEVICES, INTERCONNECTIONS, AND POINT TO POINT WIRING SHOWN, BATTERY CALCULATIONS, VOLTAGE DROP CALCULATIONS, AND ALL REQUIRED MATERIAL DATA. SHOP DRAWINGS SHALL INDICATE ALL ITEMS IDENTIFIED IN NFPA 72 AND THE FOLLOWING: ADDRESSABLE APPLIANCE ADDRESS, CONDUCTOR SIZE, NON-TYPICAL RISER DIAGRAM, AND NAME AND MAKE OF EACH DEVICE/APPLIANCE.
 - ACTUATION OF INITIATING DEVICES CAUSES THE DOOR HOLDERS TO RELEASE.

A4 FIRE ALARM GENERAL NOTES
SCALE: NOT TO SCALE

C

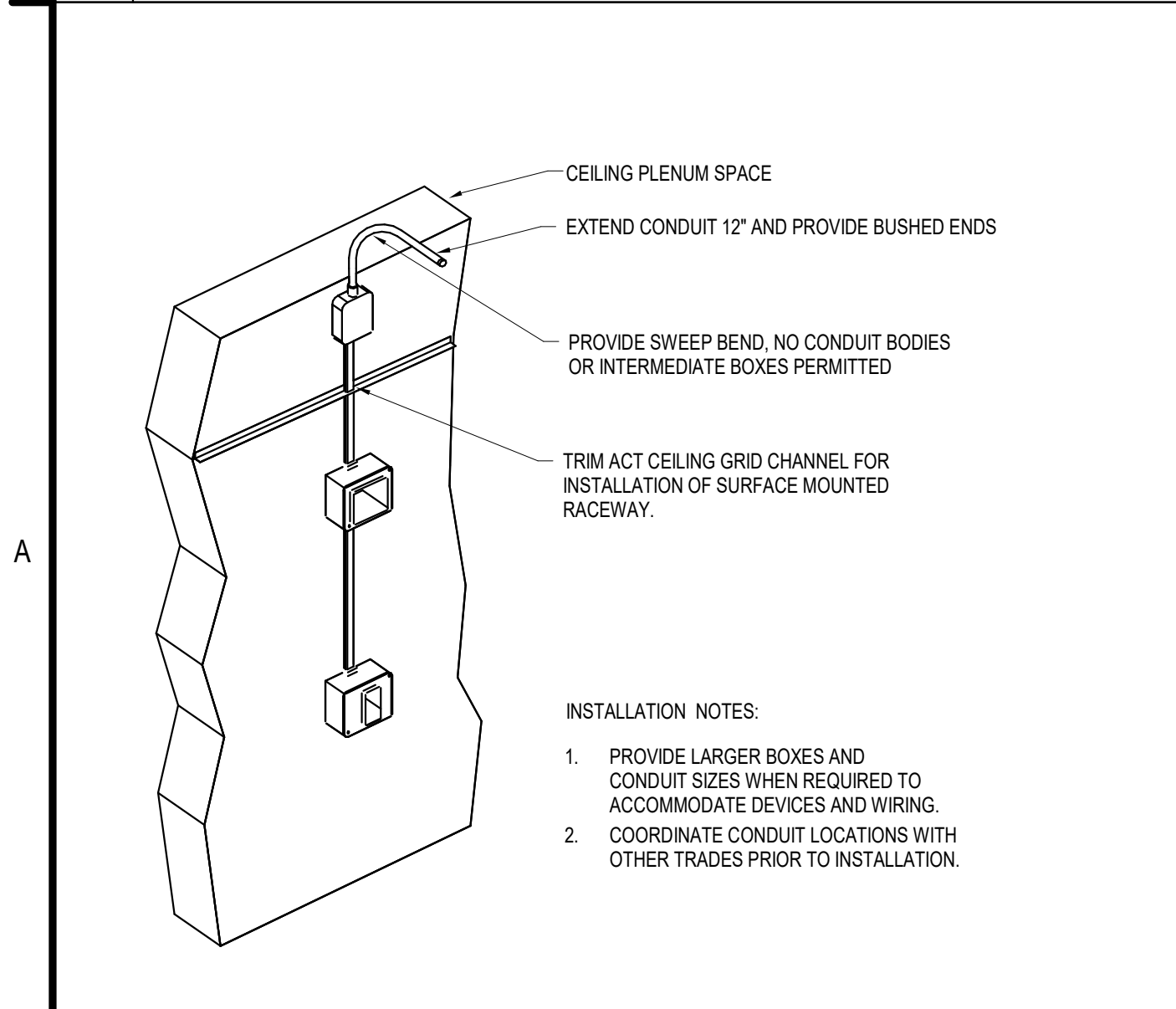
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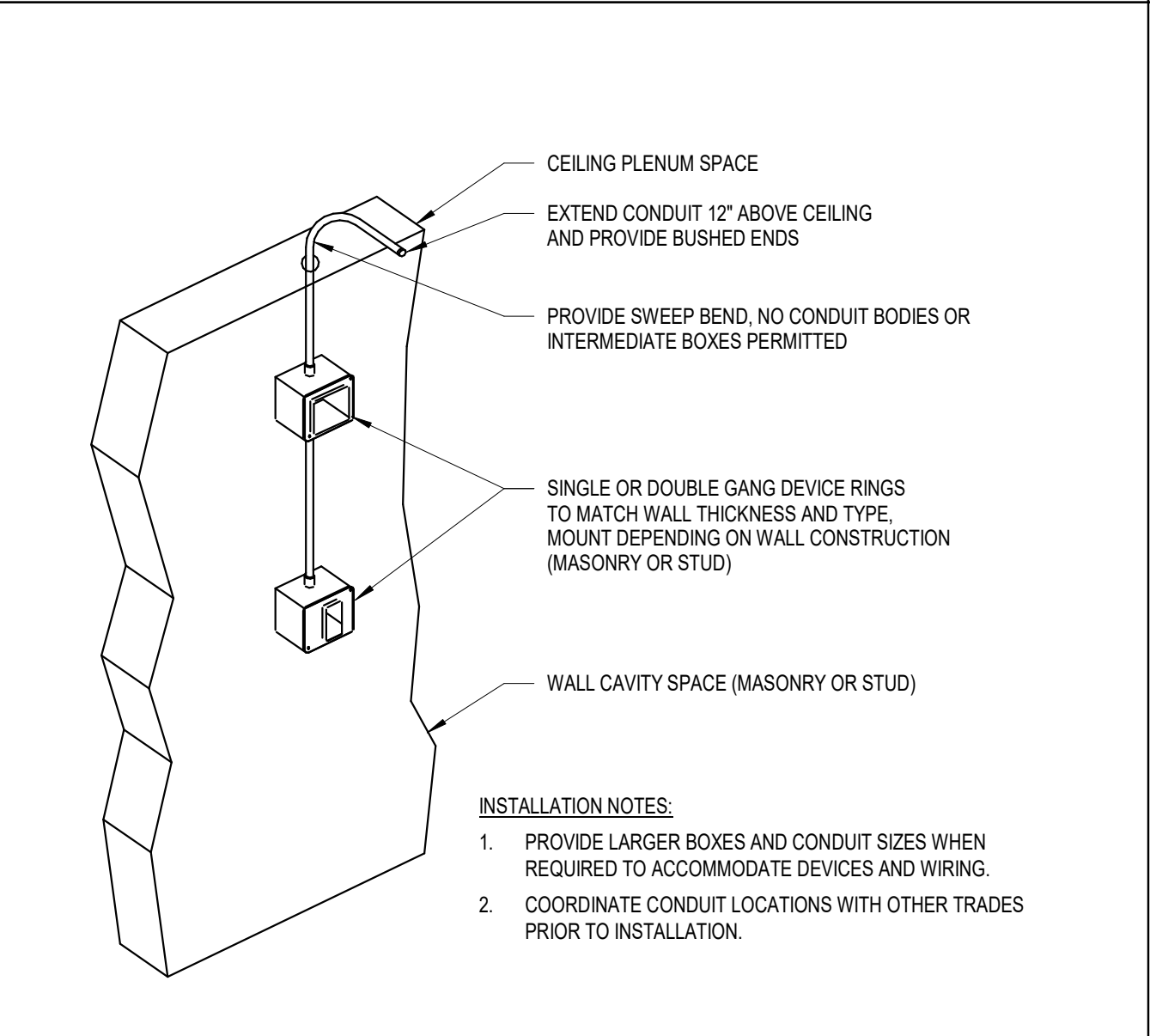
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B1 FIRE ALARM CODE COMPLIANCE STATEMENTS & PERMIT REQUIREMENTS
SCALE: NOT TO SCALE

B3 FIRE ALARM SPECIFICATIONS
SCALE: NOT TO SCALE



A1 SURFACE MOUNTED FIRE ALARM DEVICE RACEWAY
SCALE: NO SCALE



A2 RECESS MOUNTED FIRE ALARM DEVICE RACEWAY
SCALE: NO SCALE

A3 FIRE ALARM SYMBOLS
SCALE: NOT TO SCALE

MARK	DATE	DESCRIPTION
REVISIONS		
		PROJECT NO: A23.011.001
		DATE: FEBRUARY 15, 2024
		DRAWN BY: V. ZAWACKI
		DESIGNED BY: V. ZAWACKI
		CHECKED BY: P. MAHANEY
		NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

A4 FIRE ALARM GENERAL NOTES
SCALE: NOT TO SCALE

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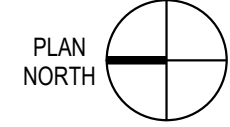
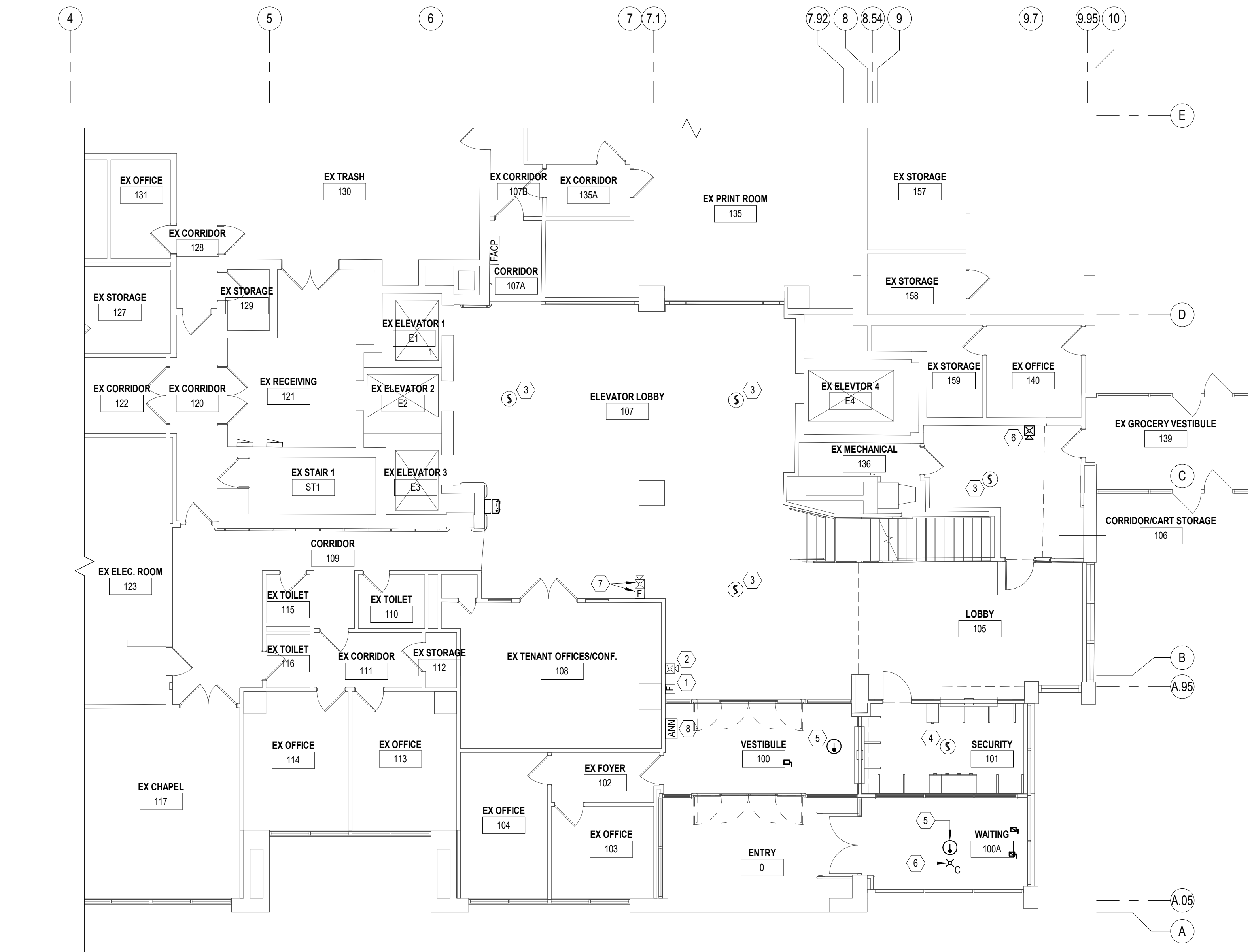
TOOMEY ABBOTT TOWERS - LOBBY RENOVATION
SYRACUSE HOUSING AUTHORITY
1207 ALMOND STREET
SYRACUSE, NY 13202

DETAILS, NOTES, SYMBOLS, & SPECIFICATIONS

FA-001

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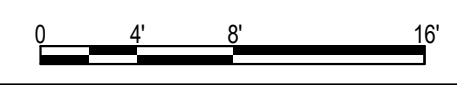
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A



- 1. RELOCATED PULL STATION. MODIFY/EXTEND EXISTING INITIATING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT.
- 2. RELOCATED SPEAKER/STROBE. MODIFY/EXTEND EXISTING INITIATING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT.
- 3. RELOCATE EXISTING SMOKE DETECTOR INTO NEW CEILING. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE RELOCATION. PROTECT DEVICES DURING DURATION OF CONSTRUCTION (TYPICAL).
- 4. RELOCATED SMOKE DETECTOR. MODIFY/EXTEND EXISTING INITIATING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT.
- 5. PROVIDE HEAT DETECTOR. MODIFY/EXTEND EXISTING INITIATING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT (TYPICAL).
- 6. PROVIDE NOTIFICATION DEVICE. MODIFY/EXTEND EXISTING NOTIFICATION CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT (TYPICAL).
- 7. EXISTING FIRE ALARM DEVICES TO REMAIN. PROTECT DURING DURATION OF CONSTRUCTION (TYPICAL).
- 8. RELOCATED ANNUCIATOR PANEL. MODIFY/EXTEND EXISTING CIRCUITRY TO ACCOMMODATE PROPOSED LAYOUT.

A1 STREET LEVEL FIRE ALARM PLAN

SCALE: 1/8" = 1'-0"



A4 KEYED NOTES

SCALE: NOT TO SCALE

1 2 3 4



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STREET LEVEL FIRE ALARM PLAN

FA-101

