

3100 PENROSE FERRY ROAD
PHILADELPHIA, PA 19145
PHA.PHILA.GOV

RFQ Number: P-004570
Date of Issuance: October 14, 2015
Due Date: December 1, 2015

To Prospective Offerors:

The Philadelphia Housing Authority ("PHA" or the "Authority") is hereby requesting quotes for:
LEB Community Center

The Philadelphia Housing Authority (PHA) is organized under the laws of the Commonwealth of Pennsylvania to develop, acquire, lease and operate low-rent housing programs. PHA is the largest housing agency in the Commonwealth, and the fourth largest in the Nation. The Authority has approximately 81,000 residents in 34 conventional developments, and about 5,500 scattered site units. Additionally, PHA currently administers over 16,000 Housing Choice Vouchers. PHA has an annual budget of approximately \$371 million, which is primarily funded by the U.S. Department of Housing and Urban Development. In April 2013, Kelvin Jeremiah was appointed President and CEO.

This procurement is being implemented in accordance with the CEA. Further, this procurement may be subject to the approval of the HUD representative acting for the Board of Commissioners as required by the CEA and the requirements of PHA's Controlled Policy and Procedure Issuance No. 10, Procurement Policy.

Offerors must submit one (1) original and seven (7) copies of their quotes, including the required proposal forms, as well as an electronic copy (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Portable Document Format (PDF) formats and the proposal shall be based upon and in conformity with this Request for Quotes. The proposal shall be enclosed in an envelope, which shall be sealed and clearly labeled with the name of the offeror, the RFP number, and the proposal due date. Quotes must be received by PHA Contracts Department at 3100 Penrose Ferry Road, Philadelphia, PA 19145, no later than 11:00 A.M. on proposal due date indicated above. Late proposals will not be considered. Quotes submitted via electronic mail will not be accepted. Photo identification is required for entrance into our facility.

Requests for additional information should be directed to the Contracting Officer's representative. James B. Davis, Manager of Sourcing, Philadelphia Housing Authority, 3100 Penrose Ferry Road, Philadelphia, PA 19145, e-mail: James.Davis@pha.phila.gov, Fax (215) 684-1213. Note that inquiries received later than seven (7) days before receipt of proposals may not receive a response.

Sincerely,

KELVIN JEREMIAH
PRESIDENT & CEO
THE PHILADELPHIA HOUSING AUTHORITY

A. INSTRUCTIONS TO OFFERORS

1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation as indicated in the Scope of Work and **“Mandatory Submissions Checklist”** immediately preceding Section A. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to PHA.
- (c) Offers for services other than those specified will not be considered.
- (d) If this solicitation requires proposing on all items, failure to do so will result in the proposal being rejected. If proposing on all items is not required, proposers should insert the words “NO PROPOSAL” in the space provided for any item for which no price is submitted.

2. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by (1) signing and returning the amendment; (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; (3) letter or telegram, or (4) facsimile, if facsimile offers are authorized in the solicitation. PHA must receive the acknowledgement by the time specified for receipt of offers.

3. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc. must request in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the Contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

4. Responsibility of Prospective Contractor

- (a) PHA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - (i) Have adequate financial resources to perform the Contract, or the ability to obtain them;
 - (ii) Have a satisfactory performance record;
 - (iii) Have a satisfactory record of integrity and business ethics;
 - (iv) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
 - (v) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the PHA/HUD.
- (b) Before an offer is considered for award, the offeror may be requested by PHA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Offers

- (a) Any offer 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 -
 - (i) 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);
 - (ii) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA that the late receipt was due solely to mishandling by PHA after receipt at PHA;
 - (iii) 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 U.S. Federal holidays; or

- (iv) Is the only offer received.
- (b) Any modification of an offer, except a modification resulting from PHA’s request for “best and final” offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- (c) A modification resulting from PHA’s request for “best and final” offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by PHA after receipt at PHA.
- (d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.
- (e) The only acceptable evidence to establish the time of receipt at PHA is the time/date stamp of PHA on the offer wrapper or other documentary evidence of receipt maintained by PHA.
- (f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull’s-eye postmark on both the receipt and the envelope or wrapper.
- (g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to PHA will be considered at any time it is received and may be accepted.

- (h) Proposals 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 award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

6. Contract Award

- (a) PHA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to PHA, cost or price and other factors, specified elsewhere in this solicitation, considered.
- (b) PHA may (1) reject any or all offers if such action is in PHA's interest, (2) accept other than the lowest offer, (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.
- (c) PHA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, PHA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by PHA.
- (e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

7. Service of Protest

- (a) Any protest against the award of a contract pursuant to this solicitation shall be served on PHA by obtaining written and dated acknowledgement of receipt from PHA at PHA Contracts Department, 3100 Penrose Ferry Road, Philadelphia, PA 19145. The determination of PHA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protester.
- (b) An actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Protests based on the contents of the solicitation must be submitted prior to the date and time

for receipt of proposals. Protests based on contract award must be made within seven days after the protestor knows or should have known the facts giving rise to the protest.

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

8. Offer Submission

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to PHA Contracts Department, 3100 Penrose Ferry Road, Philadelphia, PA 19145, and (2) showing (on the face of the envelope) the time specified for receipt, the solicitation number, and the name and address of the offeror. One original hard copy, five (5) hardcopies, and one electronic copy of the Offer and modifications, including the required proposal forms, shall be submitted (on one or more CDs) in Microsoft Excel, Microsoft Word, and/or Portable Document Format (PDF) formats
- (b) Telegraphic, e-mail, or facsimile offers, modifications, or withdrawals will not be considered unless authorized by the solicitation.
- (c) It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.
- (d) To be considered for award, offers must include the following mandatory submissions:

- Proposal Form (Section H)
- Technical Proposal (Per SOW)
- Certifications and Representations (Section I)
- Affirmative Action Forms (Section J)
- Section Three Forms (Section K)
- Proposal Security (if required)
- Electronic Copy

9. Pre-Proposal Conference

A mandatory non-mandatory pre-proposal conference/meeting will be held at _____ o'clock on ___ / ___ / ___ at _____

SAMPLE

**B. SERVICE CONTRACT
FOR THE PROVISION OF**

PART I – AGREEMENT

THIS AGREEMENT, made and entered into as of _____, 2015, by and between the PHILADELPHIA HOUSING AUTHORITY, a body corporate and politic created under the laws of the Commonwealth of Pennsylvania (“PHA”), whose address is 12 S. 23rd Street, Philadelphia, PA 19103 and _____ (“Contractor”), a _____, organized and existing under the laws of _____, whose address is _____.

WITNESSETH:

WHEREAS, PHA desires to retain the services of Contractor and Contractor desires to provide such services to PHA; and

WHEREAS, by Resolution No. _____, adopted on _____ the Executive Director is authorized to conclude and execute a contract.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. SERVICE TO BE PERFORMED.

- (a) Contractor agrees to perform the services described in the Solicitation _____, known as LEB Community Center and Contractor’s proposal, both made part of this Agreement.
- (b) This Contract shall be for until construction is completed and/or is voided. The initial contract period will commence on _____, 2015, and will continue until _____, 2017, unless work is completed or terminated pursuant to this Contract.

2. COMPENSATION.

PHA will pay Contractor at the rate of \$ _____, with total payment not to exceed \$ _____ for the completion of contract. Such payment will be made monthly and upon receipt and approval of an itemized invoice, as set forth in Section 2 of the PHA General Terms and Conditions of this Agreement, including but not limited to the use of Electronic Funds transfer through the Automated Clearing House, at the option of PHA. .

3. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS

Contractor shall comply with all applicable Federal, State, county and city statutes, ordinances and regulations, including those pertaining to wages, hours and conditions of employment.

4. GOVERNING LAW.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and all actions hereunder shall be brought in Pennsylvania.

5. CONTRACT COMPOSITION.

The following documents are hereby incorporated by reference, and constitute the Contract. Contractor acknowledges receipt of all listed documents. If there is any conflict between the documents of this Contract, then the following order of precedence shall govern:

Addendum Number ____ dated _____, 20__.

Addendum Number ____ dated _____, 20__.

Services Contract;

HUD Standard Terms & Conditions

Statement of Work

PHA Special Terms & Conditions

PHA Standard Terms & Conditions

Solicitation Number _____ dated _____, 20__, and entitled LEB Community Center

Contractor's proposal and Best and Final Offer (if requested) as accepted by the PHA.

Affirmative Action requirements

Instructions to Proposers

Representations, Certifications, and other statements to Proposers

6. PRIOR AGREEMENT SUPERSEDED.

This Agreement constitutes the sole Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date first above written.

CONTRACTOR

WITNESS:

BY: _____

Name: _____

(AUTHORIZED

REPRESENTATIVE)

WITNESS:
AUTHORITY

PHILADELPHIA HOUSING
BY: _____

Name: _____

CONTRACTING OFFICER

**Scope of Work
Request for Proposal
For
Construction Management Services
For
Construction of LEB Community Center
At Lucien E. Blackwell Homes**

Inquiries: CMs are instructed to contact only the solicitation issuing office for any inquiries concerning this RFP. All correspondence must be submitted in writing and addressed to:

James B. Davis – Manager of Sourcing
PHA Sourcing Department
3100 Penrose Ferry Rd
Philadelphia, PA 19145
Email: James.Davis@pha.phila.gov
Fax: (215) 684-8313

Proposal Due Date, Time and Location: Proposals shall be hand-delivered to the PHA CO identified above:

Date: 12/01/2015
Time 11:00 am
Location: 3100 Penrose Ferry Rd
Philadelphia, PA 19145

PHA is not obligated to respond to inquiries received later than 11/16/2015

The Philadelphia Housing Authority (PHA) is organized under the laws of the Commonwealth of Pennsylvania to develop, acquire, and operate low income housing programs. PHA is the largest housing agency in the Commonwealth and the fourth largest in the Nation. PHA serves approximately 80,000 residents in 34 conventional developments and approximately 5,500 scattered site units. The U. S. Department of Housing and Urban Development (HUD) is the primary funding agency for all new construction, modernization and rehabilitation of PHA's housing units. PHA has an operating budget in excess of \$300 million/year plus additional Section 8 revenues and comprehensive grant rehabilitation activity of approximately \$75 million per year. PHA also receives Federal Title XX, Office of Aging, and other Federal, State, and private funding for operation of various social services for public housing residents.

1. **OVERVIEW**

- A. PHA is inviting price competitive CMs with demonstrated experience in Construction Management Services including the oversight of demolition, design, and construction under an open solicitation. CMs are sought to submit proposals in response to this Request for Proposal (“RFP”) for construction management services associated with the oversight of design and construction of L.E.B. Community Center.
- B. Services requested include, but not limited to, surveying, subdivision, lot consolidation, zoning and site planning, stormwater management permits, the oversight of Schematic Planning and Design services of physical community center and infrastructure improvements, design development documents, Construction Documents, cost estimating throughout all phases, establishment of a Guaranteed Maximum Price (“GMP”), and construction of the approved Design within the GMP, based on this document and all included Exhibits.
- C. The proposed community center will be located at the corner of 47th Street and Aspen Street. The total area of the proposed community center is approximately 12,000 sq. ft. and includes a high school sized gymnasium with, Boys and Girls bathrooms, a community center and accessory spaces, and warming kitchen equipped to handle catered events.

The building shall have a digital surveillance system consisting of cameras, maglocks, DVRs, electronic card access, monitors with the capability of remote monitoring by an entity which would be determined at a later time. The building exterior shall include, but not be limited to, standard size brick on all sides, appropriate entrance signage for all points of access, overhangs, sun-shading devices, and decorative elements.

- D. The CM's price shall be a GMP, which shall include the Architect/Engineer's contract (a copy of which shall be given to PHA), permit costs, legal costs (if necessary), soil remediation and/or exchange, installation of all utilities (water, sewer, electric, gas, cable, and telephone), infrastructure, the construction of the new structures, and site work all in accordance with this RFP and all Exhibits attached or referred to. The GMP shall include the CM lump sum service fee. Bids will not be accepted without all addenda pricing included if required. The GMP shall not be increased, with the exception of owner requested changes, and shall reflect the content of this RFP. **Furthermore, the selected CM will be required, at its own expense, to correct any work that is not done pursuant to the requirements of this RFP.**
- E. This project is subject to approval from various governmental entities, including, but not limited to HUD disposition approval. As such, the not to proceed may not be issued until all applicable approvals have been received.
- F. The CM shall establish the following allowances as part of the Proposal:
 - 1. Foundation obstruction;
 - 2. Utility trench;
 - 3. Contaminated soil;
 - 4. Utility poles, fire hydrants, traffic control, etc. relocation on all four corners of the site and their opposing corners;
 - 5. PHA temporary construction field office.

3. **COMMONWEALTH OF PENNSYLVANIA AND CITY OF PHILADELPHIA LICENSES**

The CM must be licensed to do business in the Commonwealth of Pennsylvania and the City of Philadelphia. The entities performing the design for the CM must be professionally licensed to practice architecture, engineering and/or architectural-engineering in the Commonwealth of Pennsylvania and the City of Philadelphia. The CM shall comply with the licensing requirements of the Commonwealth of Pennsylvania. The CM shall provide verification of the above prior to PHA prior to the CM's execution of any subcontract, sub agreement, purchase order or contract.

4. **FUNDING**

- A. PHA will leverage nonfederal funds and other funding as may be available and other state/local government funds.
- B. The GMP may be separated into sub Task Orders with their own GMP, Notice to Proceed (NTP) and partial assignment of Task Order.

5. **COST GUIDELINES**

Physical improvement, scope and costs, including construction contingency, general conditions, overhead, bond premium, and profit shall conform to guidelines set forth in the HUD Comprehensive Grant Program Handbook 7485.3, HUD Public Housing Modernization Standards Handbook 7485.2, Safe Harbor for Rental Mixed Finance, which is available at PHA for review. Each CM should verify that they are familiar with these guidelines. The CM shall be responsible for providing a GMP which complies with all required regulatory guidelines and safe harbor requirements.

6. **PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

PHA is committed to maximizing the utilization of certified MBEs and WBEs in PHA contracts and subcontracts. The successful CM and its contractors, subcontractors, or sub-recipients are responsible for complying with Section K of the RFP. CMs are required to complete all appropriate forms of utilization of MBEs and WBEs on a projection basis for submission. **This M/WBE participation is a Rating Factor to be used in Proposal evaluation.**

7. **EMPLOYMENT AND TRAINING OF RESIDENTS**

Pursuant to the PHA Resident Training and Employment Policy and HUD Section 3 regulations, contractors and subcontracts shall provide opportunities for resident employment and training to the greatest extent feasible. The successful CM will be required to provide PHA with a commitment letter confirming that it has met the above policies and regulations. The letter should also detail how the workers will interface with their team. Furthermore, the successful CM and their contractors, subcontractors, or sub-recipients are responsible for complying with Section L of the RFP and CMs are required to complete all appropriate forms contained in Section L on utilization of Section 3 Employees on a projection basis for submission. **This participation is a Rating Factor to be used in Proposal evaluation.**

8. **SITE LOCATION**

See Exhibit "A" for a Site Plan of the area of Work

9. **GENERAL DEVELOPMENT GUIDELINES**

A. The CM shall be expected to coordinate with and, where applicable, gain approval from other consultants, utility providers, tenants, PHA, and other governing bodies. The CM shall verify that the overall site design is consistent with current zoning regulations at the site.

- B. The CM shall be wholly responsible for design, construction services (including budgeting that complies with HUD guidelines), full building commissioning, and all related work as described in this RFP and all attached exhibits, construction of infrastructure and site improvements, including but not limited to house-side underground utility construction (water, sewer, gas, electric, cable, telephone), new curbs, sidewalks, landscaping, street trees, street lighting, stormwater management, erosion and sediment control, driveways, and driveway lighting. Infrastructure shall include all work beyond the property lines, while site work shall include work within the property lines.
- C. Programmatic Drawings are provided as part of the RFP and are included in Exhibit "B". Programmatic drawings show design intent. CM shall contract with an A/E consulting firm, as required in Section 3 above, for complete design services for the proposed development.
- D. The CM shall be responsible for paying for and obtaining all building permits and approvals from zoning and building permit authorities (including cost for filing for variances should a zoning hearing be necessary at any parcel and cost for expedited zoning and building permit reviews). All other required permits and approvals shall be obtained and paid for by the CM including, but not limited to, the Planning Commission, Streets Department, Water Department, Storm Water Management criteria, PADEP regulations, Philadelphia Gas Works, PECO, the City Joint Review Board, Zoning, Licenses and Inspections Department, Fairmount Park Commission, Historic Commission, survey district, cable TV and internet service provider, etc. If necessary, it shall be the responsibility of the CM to retain legal counsel to assist in all required zoning hearings and any other legal matters for the procurement of the permits referenced above. The price of any permits and any legal services must be included in the GMP.
- E. The CM shall have nine (9) months for design and procurement of all permits including but not limited to zoning, building, storm water management, NPDES, and all other required construction permits. The length of construction from start to completion, as deemed satisfactory to PHA, and issuance of Certificate of Occupancy shall be twelve (12) months after PHA's issued Construction NTP.**
- F. The CM shall retain legal counsel to assist in all required zoning hearings and any other legal matters for the procurement of the permits referenced above.
- G. The CM shall competitively bid all aspects of the work and report to PHA the bid result for review. PHA reserves the right to attend sealed bid openings.

- H. No subcontracting of the CM's work shall be permitted without PHA approval. The CM shall deliver to PHA all necessary subcontractor approval documents if the sub-consultant is not a contractor of record with the CM, and provide PHA with a copy of the subcontract developed with the sub-consultant for such associated engineering services.
- I. Liquidated damages have been set at \$3,000 per day for each day past set milestones as per scheduled dates set in the Project Master Schedule submitted by the CM and approved by PHA, which is described in Paragraph 10 of this RFP.
- J. The CM shall submit the one hundred percent (100%) gross invoice within sixty (60) days after the issuance of the final Certificate of Occupancy.
- K. Any conflict with this RFP shall be brought to PHA's attention and approved by PHA in writing. Any conflicts brought to the attention of PHA after the award of this RFP shall not be the basis for any increase in the GMP.

10. **PROJECT MASTER SCHEDULE**

Within 15 days from award of the Task Order, using both graphic and computer techniques, the CM shall develop a "**Project Master Schedule**," which will show all project milestones, including design development submissions, construction bid dates, construction contract award dates, percentage of overall construction completion at 25%, 50%, and 75%, and construction completion dates for each set of units. The Master Schedule shall include Certificate of Occupancy date and acceptance date for each unit. Also, the Project Master Schedule shall show interfaces between PHA, the CM, the CM's consultants, and various governmental agencies involved. The CM shall submit monthly updates of the Project Master Schedule, which will indicate the status of all completed and in progress activities and thus will help to identify and focus on possible constraints in the project. The CM will also produce a schedule of values in CSI format, showing the breakdown of the budgets for dwelling and non-dwelling budgets, and a draw down schedule. Any stored materials must be in a bonded and insured warehouse in accordance with all HUD and PHFA regulations and requirements.

11. **STANDARD DESIGN CRITERIA FOR DEVELOPMENT**

A. GENERAL

- I. The CM shall be responsible for the oversight, constructability, and design work by its A&E consultants. All A/E work shall be performed by the A/E of Record; no design work shall be subcontracted to the trades. Architect of record shall be responsible for the coordination of all engineering consultants including civil/site engineering. Architect of record shall conduct construction

administration and shall visit the site on a regular basis (at least once a week during construction phase) and shall be present at construction site meetings during construction. CM and its professional consultants must strictly conform to all governing codes and regulations, including, but not limited to, latest revisions of:

- a. HUD Public Development Handbook for Housing Handbook §7417.1 Rev.1.
- b. HUD Minimum Property Standards for Housing Handbook 4910.1.
- c. City of Philadelphia Building Codes and Ordinances, including all adopted International Residential Codes & International Building Codes.
- d. Section 504 of the National Rehabilitation Act 1973, the Uniform Federal Accessibility Standards (UFAS), The Fair Housing Act, 1988, Fair Housing Accessibility Guidelines, and all Federal, State, and local laws on accessibility that are in effect at the time of construction documentation.
- e. Americans with Disabilities Act Accessibility Guidelines (ADAAG).
- f. Certification for accessible units, attached in Exhibit “C,” entitled “U.S. Department of Housing & Urban Development Office of Fair Housing & Equal Opportunity UFAS Accessibility Checklist.”
- g. PHFA standards relative to construction of LIHTC units.
- h. Equity investor standards, once the Equity Investor has been procured, relative to construction of LIHTC units. If needed, past standards used by Equity Investors are available upon request from PHA.
- i. International Energy Code.
- j. National Fire Protection Association (“NFPA”) Codes.
- k. ASHRAE Standards.
- l. Life Safety 101 Code.
- m. Using Energy Star to promote energy efficiency in public housing. HUD Notice-PIH 2010-41 issued 10/12/10, and Energy Star certification.
- n. USGBC LEED accredited certification.
- o. Occupational Safety and Health Administration (OSHA).
- p. Air Conditioning Contractors of America (ACCA) Standards.
- q. American Concrete Institute (ACI) manuals.
- r. American Society for Testing Materials (ASTM) standards.
- s. American National Standards Institute (ANSI) standards.
- t. National Roofing Contractors Association (NRCA) manuals.
- u. Brick Industry Association (BIA) technical notes.

*In the event of conflicting requirements between the various codes, standards and requirements, the most stringent shall apply, with the determination to be made by the PHA.

II. Design Quality Control

Immediately after award of the Contract and prior to the start of any work, the CM and its Design Project Director will meet with PHA and its consultants at a pre-design meeting to discuss the scope and requirements of the design portion of the contract. The CM shall submit the Design Quality Control Plan for the approval of PHA within fifteen (15) days after the pre-design meeting. The Design Quality Control Plan shall include, but not limited to, the following:

- a. Name, title, license number, telephone number, and business address of the Design Project Director, who shall be in charge of the design of the project.
- b. Qualifications and experience of the Project Architect/Engineer for the project. Each Project Architect/Engineer proposed for project must be licensed in the Commonwealth of Pennsylvania.
- c. Places of Business of the Design Architect and Engineers for review. PHA reserves the right to visit the designers' place of business.
- d. Procedures for Review of Designs by the CM for completeness, constructability, availability of labor and materials, economies, construction time requirements, life cycle costs, and compliance with governing regulations and HUD guidelines prior to submittal to PHA review. PHA reviews are not comprehensive, but are for general compliance with the approved design program and guidelines. Review or approval of design documents by PHA does not relieve the CM of the responsibilities for providing a complete and accurate final set of construction plans and specifications for the project.
- e. In addition, the PHA Accessibility Coordinator will participate in reviewing plans for accessibility compliance.
- f. The Programmatic Drawings provided by PHA are for concept only. The final design is the responsibility of the CM and the CM's architect.

III. Technical Specification Requirements:

- a. The technical specifications shall set forth in detail the materials, workmanship, finishes, and equipment required for all architectural, civil, structural, mechanical, plumbing, electrical, and site work.
- b. Immediately after PHA has awarded the Development Contract, the CM shall evaluate all prior information, studies, and assessments.

B. GENERAL DESIGN AND CONSTRUCTION REQUIREMENTS

The following PHA preferences, requirements or limitations are in addition to, and to further emphasize, elements included in the Programmatic Drawings included in the exhibits. All such preferences, requirements, limitations, and recommendations shall be included in the project.

I. Site Requirements

- a. The site, parking areas, and related exterior spaces and elements shall conform to the City of Philadelphia building code, UFAS and related accessibility standards.
- b. The site development plan must address all surface water runoff problems particular to the site. Methods shall be developed to adequately handle all surface runoff and carry water to existing storm water drainage system in accordance with local, state, and federal codes. Stormwater management plan must be done in accordance to PADEP, Philadelphia Water Department (PWD), and other authorities requirements and provide drainage away from structures and sidewalks.
- c. Surface and subsurface drainage systems shall be provided, as appropriate, for collection and disposal of storm drainage and subsurface water. These systems shall provide for the safety and convenience of occupants and for further protection of the buildings and other improvements from water damage, flooding, and erosion. Sanitary and storm water can be combined if in accordance with local, state, federal codes and PADEP. Design of storm water management must be in accordance with requirements by PWD and PADEP. CM shall be prepared to design and implement permeable pavements for the driveways and parking pads as part of storm water management system if required.

- d. Clearing and grubbing of the site free of all vegetation, topsoil, plant life, as required, and trees designated to be removed; debris; refuse; solid waste, paving, walkways and curbs; tires; wooden plants; junk of any nature and proper disposal of same.
- e. Existing mature trees posing no obstruction to construction shall remain and shall be protected and pruned.
- f. All erosion and sediment controls shall conform to the State of Pennsylvania requirements and all applicable codes and regulations.
- g. As part of the grading plan, the CM shall, in addition to the finish contours, indicate the spot elevations of the top of foundations, manhole covers, if any, and the tops and bottoms of sloped areas.
- h. Grading at perimeter of buildings shall provide positive drainage away from the building.
- i. Where storm drainage flow is concentrated, permanently maintainable facilities shall be provided to prevent erosion and other flooding damage on site and on adjacent properties.
- j. Geotechnical and environmental investigations shall be prepared by a Pennsylvania registered geotechnical engineer. The costs of such work shall be included and defined in the GMP. The CM assumes full responsibility and liability for all sub-surface information, and PHA shall have no responsibility or liability for its accuracy. If any governing body requires additional borings, the CM shall complete these borings at its own expense. The CM takes full responsibility for all geotechnical information and supplying PHA with copies of all findings and recommendations. The CM shall perform percolation tests in compliance with the PWD requirements and shall supply PHA with copies of all findings and recommendations.
- k. CM shall provide helical piers with grade beams or other deep foundation system of no less than 30 to 35 foot deep.

- I. Foundation construction, excavating and backfilling shall be monitored on a full-time basis by a qualified soil technician under the direction of a Pennsylvania-registered geotechnical engineer to assure that proper soil stabilization, required foundation bearing capacity, and required fill compaction are achieved. All reports shall be submitted promptly to PHA. The costs of such work shall be included in the GMP.

- m. The CM shall prepare surveys of the proposed site, including the consolidation and/or subdivision of lot lines. All costs associated with land surveying shall be the responsibility of the CM. The CM shall also provide, after improvements, an as-built survey. Refer to Section 9.H of this RFP for managing and producing documentation of this and other requirements.

- n. Classification of Excavated Materials
 - i. All excavation work of the contract shall be performed on an unclassified basis.

 - ii. No consideration will be given to the nature of materials encountered in building, trench or manhole excavating operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials of any kind, including rock, boulders, shale, timbers and logs, concrete or masonry and other man-made or natural obstructions.

 - iii. Excess soils shall be removed according to PADEP regulations. If any soil is classified as hazardous per PADEP definition, it shall be PHA's financial responsibility, per Federal Regulation 40 CFR subpart C, for disposal cost. The CM is responsible for all excess soils below the PADEP definition criteria for hazardous waste. All soils shall be removed in accordance with all applicable laws and regulations. PHA shall only be responsible for increased cost of excess soil disposal caused by hazardous contaminants in the soil. CM shall make his/her best effort to segregate clean soils from those with hazardous contaminants.

- o. Fill Materials
 - i. General: Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations. Approved borrow must comply with PADEP regulations.

- ii. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.
 - iii. Sub-base and Base Material: shall consist of a naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed gravel, crushed stone, and natural or crushed sand. ASTM D2940 95% passing a 2" sieve and not more than 8% passing a No. 200 sieve.
 - iv. Bedding Material: shall conform to all City Codes and utility company requirements. If not specified by City Codes and/or utility companies, it shall consist of sub-base or base material with 100% passing a 1" sieve, and not more than 8% passing a No. 200 sieve.
- p. Provide plans (including trees, shrubs and ground cover) such that all areas available for landscaping are planted with native species. All new plants must be appropriate to the sites soil and microclimate and none of the new plants should be invasive species. All existing trees and other plantings shall be surveyed to determine their condition and verify if pruning or removal is required. Street trees (min. 2 ½" caliper) shall be provided as required by the Fairmount Park Commission including the selection and location of the trees. CM shall be responsible for establishment of plant material and native grass. CM shall additionally provide three (3) maintenance services **after** the native grass has been established. Selection of native grass shall be made during the design process.
- q. The landscaping shall include drought tolerant shrubs located in a mulch bed. Mulch beds shall be a minimum of 3 inches thick. Provide and spread 4" of topsoil with 2" of sod in all yards.
- r. CM shall be responsible for continual watering to establish the plants and sod.
- s. CM shall replace all dead and damaged plants and native grass during the one year warranty period after PHA acceptance of the building and its improvements.

- t. In addition to landscaping, site work shall include all improvements and shall consist of, but will not necessarily be limited to, (i) paving, if required by PADEP, PWD, the Streets Department or other authorities, of new driveways, parking lot, parking lot striping, concrete wheel stops, handicap parking signs, directional signage, bollards, outside sitting areas including benches, trash receptacles, patios (concrete), exterior landings or platforms, stairs, sidewalks, curbs and curb cuts, accessible ramps (concrete), (ii) install retaining walls, handrails, guardrails, heavy gauge black ornamental metal estate fencing with gates, catch basins, yard drains, storm water management structures, infrastructure utility construction and structures, roadway patching, site light with photovoltaic LED at the parking area as required by code, and addressing all accessibility issues.
- u. CM shall resurface streets around the lot including intersections and replace sidewalks within the project limits as indicated on the site plans. Mill 1 ½" and overlay with 1 ½" paving. All work shall be done in accordance with Philadelphia Streets Department and State requirements including upgrading handicap curb cuts to current standards. This shall be a deduct alternate.
- v. CM shall provide all required public sidewalks and street built in accordance with the City of Philadelphia department of Streets specifications. Sidewalks shall be located along Aspen Street, Markoe Street, Fairmount Avenue, and 47th Street.
- w. All exterior platforms, patios, treads, and walks shall be poured in place; air entrained 4000 psi reinforced concrete. Pre-cast units are not acceptable. There shall be a minimum of four compacted inches (4") of bank gravel under all exterior concrete on grade, including sidewalks. Concrete shall be reinforced and be a minimum of four inches (4") for sidewalks. Public sidewalks shall be built to City of Philadelphia Department of Streets specifications. CM shall provide catch basins, curb cuts, and accessible curb cuts as required by the City. All work shall comply with UFAS requirements.
- x. Site utilities shall be designed to comply with local, state and federal codes and be underground installations in accordance with the most recent City of Philadelphia standards. Water and sewer designs shall conform to the design standards and specifications of the City's Water Department, particularly the Storm Water management plan and PADEP requirements.
- y. A 72" tubular 12 gauge minimum black Ameristar 3-rail Ornamental Metal Fence shall be provided at main site to enhance the site and

reduce pedestrian traffic across the property. Final determination on any revisions to this fencing requirement shall be made during the design process.

- z. Site lighting shall be provided and shall support the surveillance system. Provide at least two luminaries in any critical area to allow for lamp failure and to fill in tree shadows assuming mature tree heights. Provide generally 5-foot candles of lighting in areas requiring surveillance. Lighting should be positioned and shielded as required to prevent nuisance to adjacent properties. Pole lighting shall be provided at parking lot and at perimeter of building along Aspen St, Markoe St, and 47th St. Parking lot shall be fenced with estate type fencing with electrically operated and HID compatible, controlled access, traffic gates.
- aa. UFAS compliant heavy gauge metal handrails shall be provided at all exterior stairs and ramps as required. Prime all railings with rust inhibitor, paint all railings, and grout railings into sleeves with non-shrink grout.
- bb. In addition to finish contours, the CM shall indicate by spot elevations, the elevations of the concrete curbs, walks, slopes, parking pads, retaining walls, if any, and the tops and bottoms of sloped areas.
- cc. Parking shall be provided in accordance with minimum requirements determined in concert with the governing City Code and regulatory agencies.

II. BUILDING REQUIREMENTS

Building requirements listed below shall complement the specifications listed in Exhibit "H". In case of conflict between the building requirements and the specifications the most stringent shall apply.

- a. General Requirements:
 - i. Building shall be LEED Certified for New Construction at a minimum.
 - ii. Design and details of Concrete slab edge, wall corners/intersection, overhang, window framing, and insulation shall conform to the Energy Star requirements.

- iii. Designer shall be mindful of glare and heat gain in the gym especially at south facing windows.
- iv. The CM's review of all documents shall verify compliance with governing codes and regulations and with all requirements of this RFP.
- v. Where UFAS requirements specify that a measurement must be more than a stated minimum, less than a stated maximum, or within a stated range of measurements, a building industry tolerance may not be applied. A building industry tolerance may be applied where UFAS specifies a fixed measurement without specifying a minimum or maximum, provided, however, that the PHA must obtain, HUD's prior written approval for any building industry tolerance in excess of 1/8 inch. With respect to the dimensional requirements in UFAS Section 4.34.5.2(1) and Fig. 47(a), the center line of the water closet in a selected unit shall be not less than 16 inches nor more than 18 inches from the nearest wall adjacent to the water closet as measured from the location on that wall where grab bars are mounted or to be mounted. With respect to the requirement in UFAS Section 4.26.2 that "the space between the wall and the grab bar shall be 1-1/2 inches any tolerance applied shall not exceed 1/8 inch. CM shall certify at the end of the schematic design phase, according to the checklist provided in Exhibit "D", that each UFAS unit type and all common areas are UFAS compliant. CM shall certify at construction rough-in phase, according to the checklist provided in Exhibit "D", that each UFAS unit and all common areas are UFAS compliant. CM shall certify at construction completion, according to the checklist provided in Exhibit "D", that all UFAS units and all common areas are UFAS compliant.
- vi. A mock-up of exterior materials is required for on-site review. Mock-up shall include all exterior finish materials and color, and shall be inclusive of all building elements to the extent possible but not limited to facades, building wrap, flashing, door, window, cornice, porch, etc.
- vii. The CM shall be responsible to coordinate the requirements of the RFP with the Specifications. Any conflicts between the two will be brought to the attention of PHA for a final determination of the design requirement for each Task Order.

b. Concrete and Masonry:

- i. All concrete shall be poured in place, air entrained, 4000 psi compressive strength.
- ii. Concrete Slab on grade: imported compacted fill shall support concrete slab on grade. Footings shall, in all cases, bear on soils of suitable bearing capacity.
- iii. Top of concrete slabs shall be 5" above grade and accessible via sloped walkways with leveled landings at each end complying with UFAS requirements. Maximum ramp slope shall be less than 1:12 to eliminate the need for handrails.
- iv. Concrete slab shall be depressed at gym and community center areas to receive specialty flooring.
- v. Provide entrance walks as required to maintain convenient access to, and around, the building. All walks shall be designed to maintain handicap accessibility and be a minimum width of 10 feet for main walkways and 6 feet for secondary walkways.
- vi. An independent certified third party testing agency shall perform material evaluation and provide test reports including, but not limited to, concrete slabs, sidewalk, curbs, ramps, compacted soil, etc. All concrete work shall comply with UFAS requirements and Attachment "E" attached in Exhibit "E".
- vii. All exterior walls shall be insulated structural CMU block construction with brick veneer. See Exhibit "F" for example of required CMU construction.
- viii. A mock-up of exterior materials is required for on-site review. Mock-up shall include all exterior finish materials and color, and shall be inclusive of all building elements, flashing, mortar net, masonry accessories, and other building components to the extent possible demonstrating workmanship and construction standards to be used in the construction of the building. Mock-up shall be completed before the start of framing.
- ix. Bathroom walls shall be painted concrete block.
- x. Provide a concrete block wall between the Gallery and the Gym. Wall shall have windows along it and 2 doors.
- xi. Provide alternate pricing for all concrete block construction.

- c. Thermal and Moisture Protection:
 - i. Roof structure shall be prefabricated open web steel joists with white modified SBS roofing system with 20 year warranty.
 - ii. Curved roof: Roof panel manufacturer shall be a company specializing in architectural sheet metal products with a minimum of ten (10) years' experience producing the specified roofing system. Engage an installer who specializes in installations similar to that specified, certified by manufacturer as qualified to install specified roofing materials. Installer shall demonstrate a minimum of five (5) years experience of successful installations of similar roofing systems. Prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units where final dimensions cannot be established prior to fabrication. Approximately two (2) weeks before scheduled commencement of roofing installation and associated work, meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities.
 - iii. Downspouts shall be cast iron.
 - iv. All sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. All metal flashing shall be installed in accordance with DuPont specification flashing guidelines, or equal, specific to but not limited to wall construction type, window type, door type, envelope openings created by HVAC equipment, electrical, plumbing, ventilation, etc. All flashing components shall be from one manufacturer. Rubber flashing shall not be allowed.
 - v. CM shall be responsible for providing flashing and waterproofing details at reentering corners and at all changes in planes.

- vi. Provide drip edges and full size weep holes for all exterior façade systems.
- vii. Provide gutters, downspouts, and flashings. Downspouts shall run tight to the building with the sweeps and hub as low to the ground as possible. Downspouts shall be placed inconspicuously.
- viii. Provide underground storm water piping for downspout drainage.
- ix. Provide vapor barrier at slab on grade. The thickness of the vapor barrier shall be determined based on the geotechnical subsurface investigation report.
- x. Provide bituminous damp proofing for outside face of exterior walls below grade.
- xi. All wood exposed to the exterior of the building and all wood in contact with concrete shall be pressure treated and protected with flashing and counter flashing.
- xii. Insulation shall be installed using the following minimum requirements: roofs R-42 and walls and floors R-19. Perimeter of foundations shall be insulated to a minimum of R-15 rigid insulation from bottom of slab to top of footing and 24" wide entire perimeter of slab. The overall "U" value of the exterior building envelope shall exceed the current IECC by at least 10% as verified by a COMcheck certificate; COMcheck trade-offs are not allowed.
- xiii. All framed interior partitions shall be sound insulated.
- xiv. Provide low VOC caulking at all openings, penetrations, joints or other locations as required by industry standards
- xv. Air sealing of the exterior building envelope and attic plane shall be included.
- d. Carpentry:
 - i. Kitchen cabinets shall be as specified in the PHA Standard Specification. (HUD severe use solid wood raised panel cabinet faces). Counter tops shall be high-pressure plastic laminate over exterior grade plywood, minimum thickness 1-1/2" with rolled front edge, 4" high integral back splash and

end splashes. Cove base shall wrap the kitchen base cabinets for continuity.

- ii. All interior stud wall partitions shall receive high impact drywall.
- e. Openings:
 - i. All doorways and passageways shall have a minimum leaf width of 36 inches, no exceptions.
 - ii. See Exhibit "H" for storefront, exterior and interior doors, access panels and windows.
 - iii. All new exterior doors shall be heavy duty, heavy gauge, flush, 1-3/4" hollow metal insulated door, 3'-0" x 7'-0", with 16 gauge metal frame and 1-1/2 pair butt hinges and master-keyed lock sets with keys. Exterior doors shall be completely weather-stripped including sweeps. Hardware shall meet all fire code requirements for means of egress. Vandal resistant hardware and installation shall be required.
 - iv. Interior doors shall be 1 3/4" flush, solid core wood, hinged with a minimum of one and one half (1 1/2) pair of butts per door. No sliding or bifold doors shall be allowed.
 - v. Single swing 36" doors or a pair of doors, where appropriate to suit closet width, shall be provided on all closets. Shelving shall be adjustable to meet UFAS Requirements. Closets shall receive a minimum of 5 shelves (provide 2 sets of heavy duty brackets installed).
 - vi. The doors to the mechanical rooms shall be single leaf and shall have dead bolt locks.
 - vii. Access panels shall provide full access to all plumbing fixtures, cleanouts, and valves. Finish shall match adjoining wall.
 - viii. Provide a doorstop and wall plate to protect wall at door knob for each interior door. Hinge stops shall not be accepted.
 - ix. All door hardware shall be lever style with accessibility compliant lever handles. Hardware shall include locksets for classrooms and kitchen. Vandal resistant hardware and installation shall be required.
 - x. All doors shall receive kickplates. Finish shall match all hardware.

- xi. Tempered/wired glass shall be used at all locations required by code.
- xii. Windows shall meet Energy Star requirements.
- xiii. Windows shall bear the Energy Star label.
- xiv. Aluminum Storefront:
 - 1. Extrusion shall be 6063-T5 alloy and temper (ASTM B221 alloy.G.5. 10A-T5). Fasteners, where exposed, shall be aluminum, stainless steel, in accordance with ASTM A 164. Perimeter anchors shall be aluminum or steel, providing the steel is properly isolated from the aluminum. Glazing gaskets and glazing tape as required.
 - 2. Framing System Design and Performance
 - 3. Framing system shall be similar to Kawneer Trifab 451. The framing system shall provide for flush glazing on all sides without projecting stops.
 - 4. Limit air leakage through assembly to [.06] CFM/sq. ft. of wall area at [6.24] PSF (300 Pa) as measured in accordance with ASTM E 283.
 - 5. Water Leakage: None, when measured in accordance with ASTM E 331 with a test pressure difference of PSF (384 Pa).
 - 6. Limit mullion deflection of [L/175] with full recovery of glazing materials.
 - 7. Thermal Performance: When tested in accordance with AAMA 1502.7-1981 and 1503.1-1980, the following results should be attained: -U- Maximum .58 -CRF- (Condensation Resistance Factor) Minimum of 60.
- xv. Operable Glazed Ventilating Units
 - 1. Units shall be similar to Kawneer Glassvent. Units shall be of the project-out (awning) or project-in (hopper) type, as shown on Contract Drawings.
 - 2. Limit air leakage through assembly to [.06] CFM/sq. ft. of wall area at [6.24] PSF (300 Pa) as measured in accordance with ASTM E 283.

3. Water Leakage: None, when measured in accordance with ASTM E 331 with a test pressure difference of PSF (384 Pa).
 4. Limit mullion deflection of L/175 with full recovery of glazing materials.
 5. Thermal Performance: When tested in accordance with AAMA 1502.7-1981 and 1503.1-1980, the following results should be attained: -U- Maximum of .62 –CRF- Minimum of 54.
- xvi. Fixed Aluminum Ventilating Units shall be similar to Kawneer min-Ventow. Ventilating units shall be provided as an interior part of the window framing assembly.
- xvii. Storefront components:
1. Frame: 2" (50.8 mm) x 4-1/2" (114.3 mm) nominal dimensions; flush glazing stops; internal weep drainage system.
 2. Operable Glazed Ventilating Units:

Ventilators shall be tubular and corner construction shall be screw spline assembled.

Frames: All joints of the frame shall be mitered and screw spline joined. The main frame, at the junction of all corners and intersections, shall be permanently sealed on the outside with a good grade of sealant, meeting the requirements of AAMA 8033.

Hinges: Hinging hardware shall be heavy duty four (4) bar hinges conforming to AAMA 904.1. Hinges shall have a positive stop and an adjustable friction shoe.

Locks: Die cast or stainless steel construction locks, strikes, and keepers for manual or custodial key operation shall secure sash in closed position.

Weatherstripping: Glazing materials shall be of material compatible with aluminum and those sealants and sealing materials used in composite structure which have direct contact with the gasket.
 3. Fixed Aluminum Ventilator Units

Window units shall be assembled by spline screws or clips with sealed joints. The ventilator shall be a single extruded element, weather stripped on full inside perimeter, with integral provisions for pivoting, hold-open and operation.

A wind screen element shall be placed at that exterior plane of the unit to prevent any direct rain contact with the ventilator, and to fully conceal the ventilator and insect screen.

Surface applied locking handles, furnished as required for ventilator widths 1'-6" min. to 5'-0" max.

f. Finishes:

- i. All interior walls and ceilings must be painted with low VOC Epoxy paint. Paint shall provide 100% coverage, with no "show through". A minimum of one (1) prime coat and two (2) finish coats are required for all items, including mechanical and electrical equipment not pre-finished. All colors shall be as selected by the PHA during the Design process.
- ii. Interior wood trim and molding, where applicable, shall be finished with one (1) prime coat and two (2) finish coats of semi-gloss paint.
- iii. Wall paint colors shall include one for the ceiling, one for the walls in general, one for one accent wall and one for the trims.
- iv. Kitchen interior finishes shall comply with the Department of Health's standards.
- v. Gymnasium shall receive polyurethane surfacing over high-performance resilient base mat including adhesives, resilient base mat, polyurethane sealer, polyurethane structure layer, surface topcoat, and court markings. Wood flooring shall be add alternate.
- vi. Gallery shall receive VCT flooring and rubber cove base.
- vii. Vestibule shall receive 24"X24" non-slip ceramic tile with ceramic wall base.
- viii. Utility rooms, storage room and mechanical rooms shall receive non-slip epoxy paint flooring, applied in accordance with the manufacturer's recommendations. Wall base shall be

rubber. Final color selections shall be made during the Design process.

- ix. Bathrooms shall receive ceramic tile floors, walls and cove base.
- x. Kitchen shall receive quarry tile and base and Fiberglass Reinforced Panels on all walls where equipment is scheduled.
- xi. All interior doors shall have kick plates on both sides of the door.

g. Specialties:

- i. Furnish and install powder coated, color-through, phenolic bathroom partitions. Partitions shall be floor mounted, color consistent throughout the thickness of the partition, water resistant, impervious to steam, soaps, and detergents. Partition door size and hardware shall be UFAS compliant at accessible stalls.
- ii. Furnish and install grab bars at accessible stalls.
- iii. Furnish and install bathroom accessories as follow:
 - 1. (1) Double roll toilet paper holder/waste receptacle combo and (1) robe/purse hook in every bathroom stall.
 - 2. (1) Soap dispenser at every sink.
 - 3. (1) Paper towel/waste receptacle combo in every bathroom.
 - 4. Toilet seat paper holder in every bathroom.
- iv. Furnish and install address sign. Address sign shall be 24" high, 2" wide, and ½" thick individual letters, metal finish, mounted on exterior wall. Also, install monument signage for the front. Signs shall read "LUCIEN E. BLACKWELL COMMUNITY CENTER". Installation shall be vandal resistant.
- v. Furnish and install UFAS compliant interior signage.
- vi. Furnish and install gymnasium basketball backboards, hoops, nets, markings, etc. Markings shall delineate:
 - a. 1 full basketball court.

- b. 2 cross courts.
- c. 6 ceiling suspended Backstops.
- d. Striping for basketball courts shall comply with National High School Basketball Association.
- vii. Furnish and install Volleyball posts and nets. Set sleeve in floor for volleyball court. Striping for Volleyball shall comply with National High School Basketball Association.
- viii. Telescopic bleachers.
- ix. Safety padding along wall opposite from bleachers.
- x. Wall mounted digital score board for home and guest. Letters shall illuminate 12” minimum and shall be LED with wireless remote control.
- h. Equipment
 - i. All appliances shall be commercial grade and shall bear the “Energy Star” label for appliances as per HUD Notice PIH 2007-30.
 - ii. All equipment including appliances, electrical, and mechanical equipment shall carry warranty for labor and materials from the manufacturer of one (1) year.
 - iii. The preferred utility combination for the project is:
 - a. Central Heating & Air Conditioning – Gas and Electric
 - b. Ventilation: Electric
 - c. Water Heating – Gas
 - d. Refrigeration – Electric
 - e. Cooking/Warming – Gas
 - f. Sewage Disposal - Philadelphia Sewer System
 - iv. The warming kitchen shall be fully equipped and shall include, but not necessarily be limited to, two warming oven combination, one cubic foot microwave oven, a 50 cubic foot combination refrigerator/freezer.
 - i. Furnishings:
 - i. Furnish and install 1” aluminum mini-blinds on all windows. Provide extension rod as necessary.

j. Fire Detection:

- i. Community Center shall be equipped with smoke/CO combo detectors that operate from the structure's electrical circuit. The number and locations shall comply with applicable codes.
- ii. Furnish and install fire alarm system in compliance with the Philadelphia Fire Code, NFPA, and all other applicable codes.

k. Fire Suppression:

- i. Furnish and install a sprinkler system in compliance with the International Building Code (IBC), NFPA, and City of Philadelphia Building and Fire Codes.

l. Plumbing:

- i. Bathroom fixtures shall be white in color.
- ii. Water closets shall be water-saving type.
- iii. Plumbing fixtures shall be low flow, energy star fixtures, UFAS compliant.
- iv. Bathrooms sinks shall be countertop mounted UFAS compliant.
- v. Furnish and install a three compartment stainless steel sink, 20-gauge, and a stainless steel hand sink, 20-gauge, in warming kitchen.
- vi. Provide a janitor closet complete with mop sink, shelving for cleaning supplies and storage space for cleaning equipment.
- vii. Water supply system shall be of Type L hard copper tubing with lead-free soldered joints and connections.
- viii. Individual water shut off valves shall be provided for each fixture.
- ix. Individual gas shut off valves shall be provided for each piece of equipment.
- x. Furnish and install frost-free hose-bibs at every exterior elevation that have direct access to grade.

m. Heating Ventilating and Air conditioning:

- i. The Community Center shall meet the Energy Star Standards by achieving a Home Energy Rating System Score (HERS) Index necessary to achieve energy star rating. This HERS index shall be no greater than two (2) points above that needed for Energy Star rating. This will include computing a HERS score based on a review of the drawings and specifications, blower door testing, duct blaster testing, a thermal bypass checklist inspection, and HVAC design in accordance with ACCA Manuals D, J, N, Q, and S as applicable. Issuance of the actual Energy Star label is not required.
- ii. Mechanical system shall include high-efficiency (95% efficiency) furnaces, high-efficiency central air-conditioning, and High Efficiency domestic hot water heating and storage.
- iii. Any rooftop units shall receive protective cages to prevent vandalism.
- iv. All supply and return ductwork at each floor shall be galvanized as per SMACNA and not flex. Central air-conditioning shall be included as an integral part of the mechanical package and shall be minimum 14 SEER. Duct sealing and duct leakage shall meet all requirements of Energy Star Checklist.
- v. Bathroom and kitchen fans shall be vented directly to the outdoors.
- vi. Separately switched exhaust fans shall be provided in bathrooms complete with ductwork, back draft dampers and end caps exhausting through exterior walls or roof and designed not to require booster fans.
- vii. Bathroom exhaust fans shall be operated with an occupancy sensor and timer and shall bear Energy Star label.
- viii. Provide proper mechanical ventilation for the gym.
- ix. Use of soffits shall not be allowed.
- x. Thermostats shall be located to provide best space temperature reading. Thermostats shall be enclosed in tamper proof boxes with locks. Lock boxes shall be master keyed.
- xi. CM shall provide construction field management software similar to E-Build with the capabilities to track at a minimum Quality Assurance and Quality Control issues, commissioning,

field BIM, open issues, maintenance, punch lists, document libraries, and safety issues. This software shall be accessible on commonly available mobile devices, such as tablets and/or smartphones. CM shall provide PHA project team members with mobile devices, at least four, to access and utilize said field management software. CM shall provide PHA team members with four hours of training for said field management software.

- n. Electrical:
 - i. All utility meters shall be located on the rear of the building and as low to the ground as possible. Meter bases shall be painted to match the brick. CM shall provide 24" to 36" arborvitae to screen the meter installation. If electrical meters are located in the front of the building the meter shall be concealed in an enclosed recessed box.
 - ii. Electric Panel shall be 400 Amp 120/208 V located in mechanical room.
 - iii. Provide recessed, weather and vandal proof electrical outlets at all exterior walls that have direct access to grade. Plastic weatherproof electrical covers shall not be permitted.
 - iv. Interior electric light fixtures shall be energy star. Light fixtures shall be installed in the ceilings and at **all** closets deeper than 24". Light fixtures shall bear the "Energy Star" label.
 - v. Lighting in community center and gymnasium shall be centrally controlled. Light switch controls shall be located in the management office.
 - vi. Lighting in the gym shall be impact resistant. Lighting level shall exceed 50 foot candles.
 - vii. Bathroom light fixtures shall be equipped with occupancy sensors.
 - viii. All light bulbs shall be compact fluorescent or LED.
 - ix. Site lighting, parking area and park area, shall be pole mounted high-pressure sodium, 250 watts, controlled by photo sensors. Parking lot lighting level shall be a minimum of 5 foot candles.
 - x. Pedestrian walkway light level shall be 0.5 foot candles minimum.

- xi. CM shall provide Photocell lighting for security at all exterior doors. Street side lighting shall meet Department of Streets' requirements.
- xii. Provide photometric plan for all exterior lighting.
- xiii. Provide a public address (PA) system throughout.
 - o. Communications:
 - i. Provide conduit and pull string and box for telephone / communication / data / cable.

C. SCHEMATIC DOCUMENTS

As part of the Design process the CM shall oversee and be responsible for coordinating with Commissioning Plan and UFAS, the accuracy of the Schematic Documents, which are to include, but not necessarily be limited to the following:

1. Description of the CM's proposed project concept to illustrate the Designer's intent estimated cost and time schedule.
2. Outline Specification in CSI format to describe all the materials, construction systems, finishes, and equipment to be provided.
3. Site Plan (Schematic Drawing) based on known topographical information and subsurface soil conditions identifying:
 - a. The existing and proposed locations of streets, easements, and utilities (e.g., telephone, water, sewers, gas, electric);
 - b. The distance of utilities from the site boundary;
 - c. Proposed foundations and;
 - d. The proposed placement of trees and shrubs, and primary land uses such as fences, parking, or other paved areas.
4. Schematic Drawings, including, but not limited to:
 - a. Building Elevations
 - b. Building Floor plans showing the gross square feet of floor area, and the area for each space;
 - c. Typical floor and wall sections, mechanical features and equipment; and

- d. Dimensions of rooms, clear square footage of floor area for each room and total square footage;
 - e. All critical dimensions and clearances required by UFAS shall be shown on plans and interior elevations;
 - f. A Furnishability Plan;
 - g. Minimum four (4) computer generated photo realistic perspective renderings.
5. The CM's review and comment on schematic design shall comply with governing codes and regulations and with other requirements of this solicitation.
6. Based on review comments of PHA, the office of Councilwoman Blackwell, and Philadelphia Parks and Recreation (PPR) regarding the Schematic Design, the CM and PHA shall reach a mutually agreed design program, including any accepted Value Engineering recommendations. Upon the agreement the CM shall prepare Final Schematic Documents. PHA's written approval to the CM to proceed with Construction Documents will be based on PHA's written approval of the Final Schematic Design Documents.
7. The Final Schematic Documents shall consist of drawings, outline specifications, renderings, site models, estimate and any other documents necessary to illustrate the scale and relationship of project components. The assemblage of the project components will constitute the Plan for Development. The CM shall include a descriptive narrative to completely describe the overall Development objectives.
- a. At a minimum, the Final Schematic Documents shall include:
 - i. Size and capacities of mechanical systems, utility connections, operating costs
 - ii. Layouts, floor plans, roof plans, wall and building sections
 - iii. Plans shall show critical clear dimensions for accessible path of travel and all strike side clearance dimensions
 - iv. Door, window, and hardware schedules
 - v. Cost estimates in CSI format
 - vi. Project schedule development
 - vii. Single-line diagrams for electrical, air distribution, supply and sanitary lines
 - viii. Topographic survey plan, including proposed site improvements as well as drainage and utility analysis
 - ix. Room finishes schedule
 - x. Major exterior elevations
 - xi. Storm Water Management Plan

- xii. ALTA Survey of existing conditions
- xiii. Draft ALTA Survey of proposed development

b. Drawing Requirements;

- i. 1/4" scale building floor plans
- ii. Sections and details at appropriate scales
- iii. All drawings shall be in graphic scale format
- iv. Provide 3D photo realistic rendering of all exterior building views. Drawings shall be mounted on boards and include sample finish materials.

c. Outline specifications, including Table of Contents in CSI format with descriptive Scope of Work.

d. An illustrative Site Plan, interior and exterior renderings and a narrative of the goals and design objectives of the Development Plan to be used for community presentations.

e. List of all materials and equipment proposed for the project.

f. CM shall provide written certification at the end of Schematic Design phase that all accessible units designs comply with UFAS standards and the checklist provided in Exhibit "D".

g. CM shall provide Commissioning Services Plan in accordance with Exhibit "G."

h. CM shall provide a GMP Budget Tracking and Management Form

i. CM shall provide a HUD Form 51000 and 51001

D. CONSTRUCTION DOCUMENTS

1. Based on the Conceptual Design Documents the CM shall coordinate, for approval by PHA, the Construction Documents, consisting of all Drawings, Specifications, estimates and other documents required to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
2. At intervals appropriate to the progress of the Construction Documents Phase, the CM shall provide Progress Documents by A/E for review by PHA and PPR.

3. The final Design shall be based upon the approved Final Schematic Design and be provided along with the following services:
 - a. Revisions per PHA review and comments.
 - b. Final submission of three (3) copies and one (1) reproducible copy of the approved Final Design.
4. The CM review of Construction Documents shall be submitted in accordance with latest issues of the relevant handbooks as issued by HUD and all relative state and local codes. In addition to the referenced requirements, the submission shall include:
 - a. 1/4" scale floor plans;
 - b. Specifications including Table of Contents in CSI format;
 - c. Building sections and details in scales, at appropriate scales;
 - d. All plans, sections and elevations to be completed with necessary dimensions, grade elevations, sections marks, and other coordinating data;
 - e. Schedules for doors, hardware, windows, partitions, and finishes;
 - f. Civil drawings for complete site and site utility construction.
 - g. Mechanical and utility systems; sizes, capacities, area requirements and all associated equipment;
 - h. Mechanical, electrical, plumbing drawings to include:
 - i. Typical systems on floor plans;
 - ii. Major items of equipment;
 - iii. Distribution systems;
 - iv. Energy requirements;
 - i. Plans and section of site drainage, utility replacement, and proposed site improvements (scale 1"=20');
 - j. Revised 3D photo realistic drawings for each unit and management office with final approved finish samples and renderings of all exterior views for each building;
 - k. Completed UFAS checklist confirming compliance with all UFAS requirements and the checklist provided in Exhibit "D".
5. The drawings shall be in Graphic Scale Format.
6. The CM shall keep PHA informed of any changes in requirements, construction materials, systems, or equipment as the Construction Documents are developed and adjust the estimate of Construction Cost appropriately. Provide estimate at 50% CD completion in CSI format.

7. The CM shall provide a detailed cost estimate for each discipline, including quantities and unit prices and value engineering to maintain the project budget.
8. The CM shall have full responsibility for filing documents and paying all costs in connection with filings or documents required for the approvals and permits of governmental authorities and licensing agencies required and having jurisdiction over the Project and obtaining such approvals and permits. Included are filings and costs for Preliminary Plan Reviews, accelerated Plan Reviews, Variances, Appeals and Demolition/Building/Construction Permits, Planning Commission, and Street Department. PHA's written approval for the CM to proceed to Construction Contract will be based on PHA's written approval of the Final Construction Documents.
9. Upon acceptance of the final Construction Documents by PHA the CM shall submit both the Drawings and Specifications to PHA in electronic format. Drawings to be in AutoCAD and PDF format. Specifications to be in Microsoft Word or PHA approved format.

12. ADDITIONAL REQUIREMENTS AND INFORMATION

- A. The total Project must be designed and constructed in strict compliance with all provisions, specifications and referenced documents set forth in this solicitation.
- B. All Designs shall provide for a safe, durable, secure, healthful and attractive facility and environment. They shall provide for ease of circulation and housekeeping; visual and auditory privacy, appropriate light and ventilation; fire and accident protection; economy in maintenance, for both the residents and PHA, and use of space; accessory services and sanitation facilities.
- C. PHA will not pay for off-site work to bring utilities to the sites.
- D. Wage Rates shall be based on the prevailing wages for the locality at the time of the Contract of Sale is executed, as determined by the Secretary of Labor pursuant to the Davis-Bacon and Related Acts. For information purposes only, the wage rates currently in effect are part of the Exhibits.
- F. The CM shall submit for progress payments for accepted construction work-in-place using HUD Form 51000 and in accordance with the HUD General Conditions, Form HUD-5370.
- G. The CM shall provide 100 per cent (100%) Performance and Payment Bonds per pages C-10 and C-11, respectively, of the RFP. The CM shall obtain

builders risk insurance and be at risk for the duration of the project until PHA accepts it for turnover.

- H. The CM shall deliver the Project to PHA on a mutually agreed to area-by-area basis only when all units, and associated site work in the area, are completed and accepted by PHA. Work shall be deemed acceptable when an Authorized Representative of PHA has provided such acceptance in writing and PHA assumes ownership of said work
- I. The CM's sub-contractor(s) must be pre-qualified by PHA prior to contract award.
- J. Prior to submitting a proposal, the CMs are expected to examine the specifications, drawings, all instruction, and the construction site. Failure to do so will be a CM's risk.
- K. Prior to submitting a proposal, the CMs shall take all steps necessary to ascertain the nature and location of the work, and shall investigate and satisfy 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, or similar physical conditions; (4) the formation and conditions of the ground (5) the character of equipment and facilities needed for work performance. The CM shall also satisfy 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 PHA, as well as from the drawings and specifications made a part of paragraph will not relieve the CM from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for successfully performing the work without additional expense to PHA.
- L. PHA assumes no responsibility for any conclusions or interpretations made by the CM based on the information made available by PHA. Nor does PHA assume responsibility for any understanding reached or representation made concerning conditions that can affect work by any of its officers or agents before the execution of the contract, unless that understanding or representation is expressly stated in the contract.
- M. Provide as part of the proposal key staff, including PM and Site Superintendent. All key staff are subject to PHA approval. All changes to key staff are also subject to PHA review/approval.
- N. All costs incurred by the CMs, to the extent expended or incurred prior to execution of the Contract, will be borne solely by the respective CMs.

13. CONSTRUCTION CONTRACT

- A. After approval of the Construction Documents by PHA, at a minimum of 80% complete, the CM shall prepare and submit to PHA a final cost estimate that shall become **the Maximum Construction Cost (MCC)**. PHA reserves the right to obtain an independent cost estimate, which shall be reconciled by negotiation as to any variances with the MCC. Upon acceptance of the MCC by PHA the CM shall enter into a Construction Task Order/Contract with PHA and one with the Limited Partnership. The Construction Task Order/Contract shall be for the **GMP**, based on the approved MCC. After award, only those changes initiated and approved by PHA shall be subject to a contract modification. The CM fee shall be fixed. General conditions, profit, overhead, are subjected to the limit of PHFA and HUD criteria. The use of contingency allowance is only for unforeseen conditions and subjected to PHA approval. The use of buy out savings is for the use of PHA additional scope of work or subject to PHA approval. PHA reserves the right to make changes to the final plans and/or specifications. Should such changes result in a cost increase PHA will be subject to the net cost increase and no increase in the CM fee.

14. PRE-CONSTRUCTION

A. ENVIRONMENTAL PROTECTION

1. At least sixty (60) days prior to commencement of construction, the CM shall submit an Environmental Protection Plan to PHA for approval. The Environmental Protection Plan shall include the handling or disposition of all items affecting the environment during the construction of the Project. Items to be included, but not limited to, control and disposal of contaminants and hazardous materials, rubbish, sediment, debris, chemical wastes, sewage, garbage; abatement of asbestos and lead-base paint materials; surface water run-off and soil erosion control; dust control; and noise control. No construction work shall begin without an approved Environmental Protection Plan.
2. The CM shall provide and maintain environmental protection for the duration of the work. The CM's construction operations shall comply with all federal, state, and local ordinances regarding water, air and waste pollution; noise control and traffic control.
3. The CM shall designate one of its staff as "Environmental Control Officer." The duties of such designee shall include the responsibility for enforcing the environmental protection provisions of the Contract.

4. Refuse resulting from construction operations shall be removed from the site by the CM and disposed of in strict accordance with requirements of local regulatory authorities. Burning of refuse will not be permitted on the site.
5. Soil Disposal and/or Borrow: The CM shall test, classify, and dispose of excess soil and/or obtain borrow only in accordance with PA Act II clean fill regulations and only at approved locations as directed by PHA, at no additional cost.
6. Solid, Liquid, and Gaseous Contaminants: The CM shall classify and be responsible for the proper disposal of all solid, liquid, and gaseous contaminants in accordance with all local codes and regulations.
7. Trucking:
 - a. All trucks leaving the site with earthen material or loose debris shall be loaded in a manner that will prevent dropping of materials on streets and shall have suitable tarpaulins fastened over the load before they enter surrounding paved streets. Trucks bringing earthen materials over paved streets to the site shall be similarly loaded and covered.
 - b. At all points where trucks will leave the site and enter surrounding paved streets, the CM shall maintain a suitable truck wheel washing installation and crew to prevent any mud from being carried onto such adjacent paved streets. All trucks, or other vehicles leaving the site at any time, shall be hosed and washed clean of mud and dirt clinging to wheels and exterior body surfaces. CM shall provide a suitable traffic surface arranged to assure adequate drainage to prevent puddling and the wash down area shall be kept clean to further assure vehicular cleanliness. The CM shall maintain dust control at truck entrances and exits. Wash-down water shall be properly filtered to prevent flow of mud and debris into City of Philadelphia sewer systems.
 - c. The CM shall conform to all local load limit regulations.
 - d. Traffic on City of Philadelphia streets shall be controlled by use of flag persons and barricades as required for the CM's trucks leaving the site and the CM's work on the streets.

8. Construction Site Maintenance

All supplies and equipment on project site shall be stored in such a manner as to preclude mechanical and climatic damage. Site shall be maintained in a neat and orderly manner so as to minimize hazards to personnel, supplies, and equipment. Chemical compounds, such as calcium chloride, should not be used in controlling dust or melting ice or snow. Properly store chemicals and volatile fuels to prevent spillage in compliance with the applicable federal, state, and local regulations.

9. Erosion Control

- a. All unfinished (unprotected) earthen slopes shall be protected from erosion by temporary slope protection and suitable run-off controls.
- b. Sedimentation resulting from construction work shall be controlled with the utilization of sediment basins and/or other means approved by PHA.

10. Dust Control

- a. Dust shall be controlled at all times during construction.
- b. Exposed soil shall be sprinkled with PHA-approved dust suppressants as needed.

11. Noise Control

- a. Equipment to be employed on this site shall not produce noise level exceeding 60 DB at the construction limit line or property line.
- b. CM shall comply with all applicable state and local laws, ordinances, and regulations relative to noise control.
- c. Stationary equipment may be provided with acoustic enclosures, as required, to provide the required sound attenuation subject to continued maintenance of such enclosures to assure that maximum sound level specified is not exceeded.
- d. Where field sound measurements reveal sound levels exceeding the listed above, the CM shall cease operating such

equipment and repair or replace it with equipment complying with these sound levels.

12. Pest Control

- a. The CM shall engage an experienced, City-licensed exterminator to rid and maintain the site free of rodents, insects, pests, etc., during construction.

15. PRE-CONSTRUCTION CONFERENCE

Prior to commencement of the construction work, the CM shall meet in conference with representatives of PHA to discuss and develop mutual understandings relative to administration of the safety programs, labor provisions and other contract procedures.

16. CONSTRUCTION

A. SCHEDULE

1. Within 15 calendar days after execution of the Construction Contract Agreement, the CM shall submit to PHA for approval, a practicable Bar Chart ("Gantt"), Progress Schedule and sub-schedules for each building and site area. The schedule and sub-schedules shall show the principal categories of work, the order in which the CM proposes to perform the work, the dates on which the CM contemplates starting and completing each category of work. The schedule and sub-schedules shall be of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date and the actual start and completion dates for the categories of work. The CM shall coordinate all work with the Commissioning Services Plan.
2. Monthly, the CM shall update the schedule, and submit to PHA within 10 calendar days from the end of the preceding month as follows:
 - a. Adjust the schedule and sub-schedules to reflect any changes in the contract work, highlighting the changes made.
 - b. Indicate on the schedule and sub-schedules the actual start and completion dates at specific sites and the total percentage of approved work actually in place.
3. Changes, Delays, and Extension of Time
 - a. When changes or delays are experienced, the CM shall submit to PHA a Time Impact Analysis illustrating the influence of

each change or delay on the current updated scheduled completion date. Each change/delay must be represented by adding a new activity(s). Each time analysis shall include a pure logic sketch (Fragnet) showing the new activities with all the predecessors and successors the Contractor proposes.

- b. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor and the status of construction at that point in time. The activity durations used in this analysis shall be those included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.
- c. Each Time Impact Analysis shall be submitted within twenty (20) working days after a delay occurs or a notice of change or change order is given to the Contractor.
- d. In cases where the CM does not submit a Time Impact Analysis for a specific change or delay within the specified period of time, it shall be mutually agreed that no time extension is required. Final evaluation of each Time Impact Analysis by PHA shall be made within ten (10) working days after receipt unless subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by PHA. Upon approval by the PHA, Fragnets illustrating the influence of changes and delays shall be incorporated into a Baseline and Working Schedule by the CM during the first update after agreement is reached.
- e. The time difference between the Early Finish date and the late finish date is defined as "Total Float". The Total Float belongs to the Project and may be used by the Contractor or PHA to benefit the Project. Changes or delays that influence activities in the network with Total Float and do not extend the Critical Path (the group of activities with lowest Total Float). Shall not be justification of an adjustment in contract time for performance.
- f. An extension in time will only be given when the time impacted scheduled completion date exceeds the contractual due date. For cases where the contractor is behind, an extension will be granted for only the amount of time the Owner is responsible as supported by a Time Impact Analysis.

B. LINES AND GRADES

The CM shall lay out the work from base lines and benchmarks provided by a land surveyor, licensed by the Commonwealth of Pennsylvania, who shall be obtained by the CM at its own expense. The CM shall be responsible for all lines, levels, and measurements of all work executed under the contract. The CM shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

C. QUALITY ASSURANCE QUALITY CONTROL

1. The CM shall provide an independent third party QA/QC agent to provide quality assurance and control for all phases of the design and construction including, but not limited to, review and approval of design documents, submittals, shop drawings, inspection of storage and handling of material and equipment, monitoring of subcontractors' activities and inspection and tests required to assure that the materials, equipment, workmanship, fabrication, construction and operations comply with PHA's contract requirements and design intent.

The QA/QC agent shall report directly to PHA and shall keep the CM informed of issues, non-compliance with design intent and industry standards and best practices and shall coordinate design documents and construction reviews with the CM.

The QA/QC agent shall coordinate activities with the third party Commissioning Agent.

PHA and the QA/QC agent shall provide the CM with a detailed QA/QC plan which shall include, but not be limited to, review of the following: RFP, CM Contract, construction documents and specifications, CM's subcontracts and de-scoping of subcontractors, requests for information (RFI), submittals and shop drawings. QA/QC agent shall also include review and testing of the following: building envelop, windows and doors, structural elements, HVAC components and installation, electrical, plumbing and utilities and earthwork. CM shall comply with QA/QC plan.

The QA/QC agent shall be on site full time and shall conduct all required pre-closing testing as well as major building component testing using infrared thermography, moisture meters, voltage testers and other equipment to scientifically measure conditions of all building components. The QA/QC agent shall also inspect all workmanship for compliance with quality standards. QA/QC agent shall collect all data and provide it to PHA and CM on a weekly

basis and any items requiring corrective measures shall be communicated to PHA, the CM and the responsible contractor/party. PHA shall provide copies of QA/QC testing records of all systems to CM. The QA/QC agent shall attend all weekly meetings with the CM, PHA, and all contractors and sub-contractors. QA/QC agent shall provide and maintain acceptable quality control certifications and documentation. The QA/QC plan shall apply to all construction activities under the contract. The QA/QC agent shall submit on a weekly basis daily QA/QC reports to PHA and CM listing inspections performed that day and results of those inspections.

2. QA/QC PLAN:

- a. Plan Requirements: The third party QA/QC agent shall provide a QA/QC plan to PHA for approval prior to the execution of the Construction Contract. The QA/QC plan for both on-site and off-site work shall include, but not be limited to, the following:
 - i. A chart showing the QA/QC organizational structure.
 - ii. Names and qualifications, in resume format, for each person/firm in the QA/QC agent, including the QA/QC manager, design documents and submittal and shop drawings reviewers, inspection personnel, and testing personnel. The QA/QC manager shall be a registered architect, a professional engineer, or construction manager with a minimum of five (5) years of documented QA/QC experience on similar type of construction to this project.
 - iii. Identify duties, responsibilities and authority of each person in the QA/QC agent, including the QA/QC manager, design drawings and submittal and shop drawings reviewers, and inspection and testing personnel.
 - iv. A listing of outside organizations, such as architectural, consulting engineering, and testing firms that will be employed by the QA/QC agent and a description of the services these firms will provide.

- v. QA/QC agent shall include Building Commissioning plan as provided by commissioning agent in its QA/QC plan.
 - v. Inspections by local code agencies will not be a part of this QA/QC plan.
- b. Approval of the QA/QC plan is required prior to the start of construction. PHA reserves the right to require changes in the QA/QC plan and operation as necessary to ensure the specified quality of work. PHA reserves the right to interview any member of the QA/QC agent at any time in order to verify his/her submitted qualifications.

3. CM ON-SITE CONSTRUCTION QUALITY CONTROL PERSONNEL

The CM shall provide a qualified superintendent who shall be on the work site at all times during construction, with complete authority to take any action necessary to ensure compliance with the contract requirements. If PHA determines the Superintendent or any of the CM's site representative support personnel, are not effectively enforcing or performing the Quality Control requirements specified in the contract and the approved QA/QC plan, PHA will, in writing, require the contractor to remove such personnel from the work.

CM shall provide certification of compliance to UFAS for all accessible units and shall provide the completed HUD - UFAS checklist for each of those units.

4. SUBMITTALS

CM shall submit a log for all products. Submittal log shall be prepared by the CM within 10 days of the construction NTP. Submittal log shall be schedule loaded. All submittals, shop drawings, catalog cuts, samples, etc., unless otherwise specifically noted, shall be approved and certified by the CM, the CM's design team, superintendent, QA/QC agent and PHA as complying with the drawings and specifications. Copies of all shop drawings, catalog cuts or other submittals, with the CM's approval indicated thereon, shall be sent to the PHA within one working day of the CM's approval. Material not complying with the approved construction documents shall not be approved for incorporation in

the work. Material shall not be installed until properly approved submittals have been reviewed by PHA.

D. DAILY AND MONTHLY CONSTRUCTION REPORT

The CM shall submit on a weekly basis a Daily Report for each day in its contract duration. The Daily Reports are to be signed and dated by the project superintendent and shall include the following information:

1. Date of report, report number, name of contractor, contract number, title of contract and superintendent present.
2. Weather conditions in the morning and in the afternoon, including maximum and minimum temperatures.
3. A list of Contractor and subcontractor personnel on the work site, their trades, employer, work locations, description of work performed and hours worked.
4. A list of job safety actions taken and safety inspections conducted. Indicate that safety requirements have been met, including the results on the following:
 - D. Job safety meetings with a copy of the meeting minutes.
 - b. Lost time accidents. (If so, attach a copy of the completed OSHA report.)
 - c. Trenching/scaffold/high voltage electrical work performed. (If so, attach a statement showing inspection performed.)
 - d. If hazardous materials/waste was released into the environment, show meetings held and accidents that happened.
5. A list of equipment/material received each day that is incorporated into the job and a list of construction equipment on the work site including the number of hours used, idle and down for repair.
6. Include a "remarks" section in this report which will contain pertinent information including directions received, problems encountered during construction, work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site.

7. Include in the Daily Report man-days for all workforce including the CM. Include Section 3, minority and women work force.
8. Monthly reports shall contain indexed tabs with the following information, CM overview, design and purchasing status, MBE/WBE/ Section 3 tracking logs, construction status, submittal status, Request for Information (RFI) status, schedule status, financial status, open issues, foreseeable issues, financial forecast, quality and safety review, and progress photos.

E. PROGRESS MEETINGS

The CM team, including Site Superintendent and the Project Manager, and such subcontractors as required by PHA, shall participate in regularly scheduled progress meetings to be held at least bi-weekly at the job site. These meetings will review the most recent schedule and cost updates putting special emphasis on schedule slippages and possible/potential constraints. The CM shall take minutes of such meetings and distribute them to all attendees.

F. TEMPORARY FACILITIES

1. The CM shall furnish hoisting facilities for his materials, equipment and personnel, as required to perform the work under this contract.
2. The CM shall be responsible for providing temporary water services, sanitary facilities, temporary electric power, temporary lighting, temporary heat, temporary enclosures, temporary roadways, temporary ramps, and temporary walkways as required to perform the work under this Contract. In the event PHA makes electrical power available to the CM, the CM shall, at his own expense; install a meter at the point designated by the PHA and shall reimburse PHA for power used during the duration of the project. All temporary lines shall be furnished and installed by the CM at his own expense in a manner that meets the approval of PHA, and shall be removed by the CM at the completion of the construction.

G. LOCATION AND PROTECTION OF EXISTING UTILITIES

1. The CM will be responsible for complying with the state and local requirements with regard to notifying and locating all existing utilities including, but not limited to, water, steam, oil, gas mains, sanitary and storm sewers, telephone and electric conduits which may be encountered in the performance of the Work. The CM shall also be responsible for locating all underground structures. The CM shall, at his own expense, arrange with the owners of such utilities for locating

them and shall be responsible for providing adequate protection against damage to utilities during the course of construction.

2. The CM shall verify the on-site utilities prior to the start of construction. Where existing piping, utilities, oil and gas lines, and underground obstructions of any type are indicated in locations to be traversed by new piping, ducts, and other work provided herein, and such are not indicated or specified to be removed, the elevations of the existing utilities and obstructions shall be determined before the new work is laid closer than the nearest manhole or other structure at which an adjustment in grade could be made.

H. TEMPORARY OFFICE FACILITIES DURING CONSTRUCTION

1. The CM shall provide temporary office facilities to PHA during construction. Such facilities may be provided in the form of temporary construction trailer of minimum size of 12' x 50'. CM to deliver, install & setup of the facilities, provide power and relocation costs for any moves during the duration of the project. Security of the trailer(s) shall be sole responsibility of the CM.
2. The CM trailer space must be air-conditioned and heated and have an adjacent indoor bathroom with water and sewer connections. Office facilities to have two (2) telephones lines with service for local and long distance. Weekly cleaning and service to be included. All mentioned installation and services must be maintained for the entire duration of the project. CM shall provide a \$50,000 allowance for PHA office equipment and supplies in addition to the above reference items.

I. PROTECTION OF MATERIAL AND WORK

The CM shall at all times take necessary steps to protect and preserve all materials, supplies equipment and all Work, which has been performed. Should Work be suspended temporarily because of inclement weather or other causes, the CM shall take such steps as are necessary to protect materials, supplies, equipment, work performed against damage or injury. Any damaged materials, supplies, equipment, or work performed shall be removed and replaced at the expense of the CM.

J. SNOW AND ICE REMOVAL

The CM shall promptly remove snow and ice from its work and work areas to minimize delay in the work and to eliminate hazardous working conditions.

K. WATER REMOVAL

The CM will, at all times, be responsible for removing accumulations of water from its work areas while work is in progress, regardless of whether caused by nature, accident, or otherwise. The water must be removed promptly and continuously in order to maintain the progress of CM's work.

L. SAFETY AND PROTECTION

1. The CM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, all in accordance with federal, state, and local regulations. The CM shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: All employees on the Work and other persons who may be affected thereby; all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. It is also CM's responsibility to provide adequate air supply and protective equipment to all workers on the project.
2. The CM shall comply with all OSHA regulations, applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The CM shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. CM shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to above caused, directly or indirectly, in whole or in part, by the CM, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be the responsibility of, and be remedied by, the CM.
3. All accidents involving personal injury or damage to property of others shall be reported immediately to PHA; and in each case, a full written report shall be submitted to PHA within 24 hours of the occurrence.

M. TRAFFIC - PEDESTRIAN AND VEHICULAR

1. Roadways, walkways or alleys shall not be unnecessarily obstructed and the CM shall take measures at its own expense as may be necessary to keep the streets or roads open and safe for traffic. The CM shall at all times maintain safe pedestrian traffic on sidewalks and

over crosswalks, providing and maintaining sidewalk bridges, as required, properly illuminated.

2. The CM shall in all cases arrange its work so as to cause the least inconvenience to residents during the proper prosecution of the work.
3. The CM shall maintain all public roadways in which it performs work or over which its vehicles travel, in a clean and usable condition.

N. PROGRESS PHOTOGRAPHS

The CM shall provide narrated color video-recordings and three (3) sets of eight (8) views in 8"x10" color photographs, taken by a professional photographer, monthly, to record progress. Each photograph shall be imprinted with date taken, direction of view, and brief description. Negatives or digital disks shall become the property of PHA. Views shall be pre-selected in collaboration with PHA.

O. OPERATING INSTRUCTIONS

1. The CM shall furnish qualified personnel to instruct PHA's personnel in the maintenance and operation of all equipment and systems. Such personnel shall remain on the job continuously during working hours until such instruction is complete, but not less than 8 hours. These instruction sessions shall be video recorded and narrated with three (3) CD or DVD copies provided to PHA.
2. Develop a complete preventive maintenance plan including economic life of equipment as outlined in the Operation & Maintenance documents and as recommended by the manufacturer for each building component.

P. AS-BUILT DRAWINGS

The CM shall maintain a separate set of As-Built Drawings for each site, which shall be up-to-date at all times. Prior to final payment, the CM shall enter all changes and corrections on the original tracings. Changes and corrections so entered shall be indicated by a lettered circle and noted as "as-built" in the revisions space provided. In the case where no revisions or corrections on an individual drawing were necessary, the notation "As Built - No Changes" shall be noted on the tracings. All As-Built drawings, including ALTA survey as-built, shall be submitted to PHA within 30 calendar days of the substantial completion date of installation at each site. As-built conditions shall show all underground utilities, if applicable; all sealed by an architect or engineer registered in the Commonwealth of Pennsylvania. A PDF and an electronic version of all As-Built Drawings, in an AutoCAD

format compatible with PHA's latest edition shall be submitted with the Mylar and paper Drawings. CM shall submit the completed UFAS checklist and certification.

Q. AS-BUILT PHOTOGRAPHS

At the completion of construction, the CM shall provide a series of ten (10) 35 mm color slides, and two (2) sets of 8x10 inches color prints for each foundation type. Each photograph shall be imprinted with date taken, direction of view, and brief description. Negatives or digital disks shall become the property of PHA.

R. AS-BUILT PROJECT MASTER SCHEDULE

At the completion of construction the CM shall provide a final As-Built Project Master Schedule that shall indicate the actual milestone dates and completion dates achieved throughout the duration of the Project.

S. ATTIC STOCK

CM shall supply attic stock of materials that are commonly used as part of this proposal.

Roof shingles – 2% of total installation.

Window sash w/glass – 5 of each type.

Ceramic tile and base – 3% of total installation.

Wall base – 10 linear feet for each 500 linear feet installed..

Vinyl composite tile – One (1) box for every 50 boxes of each type.

Paint – One gallon of each type and color of paint per unit.

Window blinds – 5% of the amount installed for each size.

Filters, Heat and AC – Two (2) Replacement filters of each per unit.
(all filters to be replaced at time of unit turnover)

Light Fixtures – 5% of each type

All materials shall be from same color run, supplied in original packaging and stored in a safe secure location to be selected by PHA

T. BUILDING COMMISSIONING

CM shall include Building Commissioning in its contract quality control plan. Building commissioning shall include, but not be limited to, all items listed in Exhibit "G"

U. PROJECT CLOSEOUT PER BUILDING COMMISSIONING ASSOCIATION

The Project will not be considered complete and available for final payment until, at a minimum, all items as described in Paragraphs O, P, Q, R, S and T have been satisfied.

17. PROJECT DEVELOPMENT SCHEDULE

Standard Processing Times stated in HUD Handbook 7417.1 Rev-1 are not applicable for this project. The mutually agreed to Project Development Schedules will be included in the contract between the CM and PHA.

18. PROPOSAL SUBMISSION INSTRUCTIONS

- A. Seven (7) copies of the proposal, one (1) of which must contain original signatures, shall be hand-delivered or sent certified mail to:
James B. Davis, Sourcing
The Philadelphia Housing Authority
3100 Penrose Ferry Rd.
Philadelphia, Pennsylvania 19145

Each proposal is to be separately sealed and marked as follows:

Firm Name

Proposal for Construction Management Services – LEB Community Center

To be received on 12/1/2015 at 11:00 a.m. EST

- B. **The Proposal must be complete.** PHA will determine if any omission or deviation makes the proposal "non-responsive". A Proposal is considered to be non-responsive if critical information is missing or the Proposal contains a major deviation from this RFP. In such cases, the CM will be notified, the reason(s) stated, and PHA will not consider the Proposal. In the event of minor omissions, PHA may give the CM additional time to submit the missing information.
- C. Although Proposals will be opened and reviewed after the deadline for receipt of Proposals, the selection will not be announced until completion of all negotiations.
- E. Proposal is not a bid, and price is only one element to be considered. The Evaluation Criteria is enclosed under section G - 1 of this package. The CM proposal shall include written responses for each criterion identifying their strengths and abilities. PHA reserves the right to reject any and all proposals.
- F. CMs are to submit all forms and submissions requested with this solicitation as shown below:

SUBMISSION REQUIREMENTS

1. Proposal with Supporting Documentation [Supporting documentation shall include, but not necessarily be limited to, Pages H-1 through H-9 of the RFP including Pricing Structure Statement, Project Team and Statement of Qualifications, Experience and Presentation of Projects of a Similar Nature, anticipated planning for MBE/WBE and resident participation.]
2. Affirmative Action Section
Pages J-1 through J-32 (TO BE COMPLETED ON PROJECTED BASIS FOR PROPOSAL SUBMISSION PURPOSES)
3. Section 3 Section
Pages K-1 through K-46 (TO BE COMPLETED ON PROJECTED BASIS FOR PROPOSAL SUBMISSION PURPOSES)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

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

9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "shown" "indicated", "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

The Contractor shall complete all work required on 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 breakdown of the contract price. Such estimates shall be 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 no wise 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 made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

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

37. Subcontracts

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

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

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

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

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

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

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

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

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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



PHA STANDARD TERMS & CONDITIONS

E. TERMS & CONDITIONS SECTION II. PHA STANDARD TERMS & CONDITIONS Solicitation Number P-004570 Construct Management Services for LEB Community Center

1. Minimum Acceptance Period

- a. "Acceptance period," as used in this provision, means the number of calendar days available to PHA for awarding a contract from the date specified in this solicitation for receipt of proposals.
- b. PHA requires a minimum acceptance period of 90 calendar days. If the award is delayed by a required approval of another governing agency, then the acceptance period shall be 120 days.
- c. A proposal allowing less than the PHA's minimum acceptance period will be rejected.

2. Billing and Payment

- a. The Contractor shall submit invoices to the PHA as provided pursuant to the terms of this Contract. Invoices must show the type of service performed and the amount charged to the Contract during the billing period. PHA's billing address is:

Philadelphia Housing Authority
Attn: Contract Administration
P.O. Box 8737
Philadelphia, PA 19104-9742
- b. PHA shall exert its best efforts to pay the Contractor within forty-five (45) days of receipt of an accurate/uncontested invoice, given fulfillment of deliverable(s), and if Contractor is in compliance with all Contract terms and conditions. PHA reserves the right to withhold payment for performance deficiencies.
- c. No interest shall be payable to the Contractor from PHA for delayed progress or final payment.

3. PHA Option for Payment by Electronic Funds Transfer

- a. At PHA's option:
 - i. All payments by PHA under this Contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(ii) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.
 - ii. In the event PHA is unable to release one or more payments by EFT, the Contractor agrees to either (1) Accept payment by check or some other mutually agreeable method of payment; or (2) Request PHA to extend payment due dates until such time as PHA makes payment by EFT (but see paragraph (d) of this clause).

- b. Mandatory submission of Contractor's EFT information.
 - i. The Contractor is required to provide PHA with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this Contract to receive that information (hereafter: designated office) within 10 days after award of the Contract. If not otherwise specified in this Contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the Contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
 - ii. If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office.

However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

- c. Mechanisms for EFT payment. PHA may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- d. Suspension of payment.
 - i. PHA is not required to make any payment under this Contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this Contract. The prompt payment terms of the Contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - ii. If the EFT information changes after submission of correct EFT information, PHA shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this Contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- e. Liability for uncompleted or erroneous transfers.
 - i. If an uncompleted or erroneous transfer occurs because PHA used the Contractor's EFT information incorrectly, PHA remains responsible for (1) Making a correct payment; (2) Paying any prompt payment penalty due; and (3) Recovering any erroneously directed funds.
 - ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and (1) If the funds are no longer under the control of the payment office, PHA is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or (2) If the funds remain under the control of the payment office, PHA shall not make payment and the provisions of paragraph (d) shall apply.
- f. EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this Contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- g. EFT and assignment of claims. If the Contractor assigns the proceeds of this Contract as provided for in the assignment of claims terms of this Contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to PHA, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- h. Liability for change of EFT information by financial agent. PHA is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- i. Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. PHA may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, PHA does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to PHA. If PHA makes payment by check in accordance with paragraph (a) of this clause, PHA shall mail the payment information to the remittance address in the Contract.
- j. EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - i. The contract number (or other procurement identification number).
 - ii. The Contractor's name and remittance address, as stated in the Contract(s).
 - iii. The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - iv. The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - v. The Contractor's account number and the type of account (checking, saving, or lockbox).
 - vi. If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - vii. If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

4. Notices

- a. Any notice to or demand upon the Contractor shall be considered given if delivered at the office of the Contractor as stated on the signature page of the Contract or at such place or other address as he may designate, in writing, to the Authority.
- b. All papers required to be delivered to PHA, unless otherwise specified in writing to the Contractor, shall be sent to:

Attn: Contracting Officer
Philadelphia Housing Authority
12 South 23rd Street, 5th Floor
Philadelphia, PA 19104

- c. All Contractor notices, demands, requests, instructions, approvals, claims, etc., must be made in writing to PHA. No oral communications will be considered binding under the terms of this Contract.

5. Option to Extend Term of Contract

PHA may extend the term of this Contract through exercise of option year(s), if any, by written notice to the Contractor.

6. Option to Extend Services

PHA may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) days prior to the expiration of the Contract.

7. 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. PHA may modify the Contract unilaterally (1) pursuant to a specific authorization stated in a Contract clause; or (2) for administrative matters which do not change the rights or responsibilities of the parties. All other Contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

8. Hold Harmless

The Contractor shall hold PHA harmless from and indemnify PHA against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents pursuant to the Contract and shall, at the request of PHA, defend any and all actions brought against PHA based upon any such claims or demands.

9. 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 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 in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the 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 an equitable adjustment is provided for or excluded under any other term or condition 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.

10. Default

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, 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 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.

11. Contractor Claims

In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. The Contracting Officer shall review timely-filed claims and issue a determination in accordance with the "Disputes" clause in Terms and Conditions, Section I, Article 7.

12. Contractor Integrity

a. Definitions

- i. Confidential Information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with PHA.
 - ii. Consent means written permission signed by a duly authorized officer or employee of PHA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, PHA shall be deemed to have consented by virtue of execution of this agreement.
 - iii. Contractor means the individual or entity that has entered into this agreement with PHA, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - iv. Financial Interest means: (1) ownership of more than a five percent interest in any business; or (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - v. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with PHA.
 - c. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
 - d. The Contractor shall not, in connection with this or any other agreement with PHA, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of PHA.

- e. The Contractor shall not, in connection with this or any other agreement with PHA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of PHA.
- f. Except with the consent of PHA, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- g. Except with the consent of PHA, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify PHA in writing.
- i. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of PHA, HUD, the Inspector General of the Commonwealth or any agents or representatives of PHA, HUD or the Inspector General of the Commonwealth, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by PHA, HUD or the Inspector General of the Commonwealth to the Contractor's integrity or responsibility, as those terms are defined by federal and state statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, PHA may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with PHA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those PHA may have under law, statute, regulation, or otherwise.

13. Subcontracts

- a. There shall be no subcontracting without the prior written consent of the Contracting Officer.
- b. The PHA may, without claim for extra cost by the Contractor, disapprove any subcontractor for cause on the basis of its own determination or because the proposed subcontractor is suspended or debarred by the U.S. Government, the Commonwealth of Pennsylvania or PHA.
- c. The Contractor shall cause provisions to be inserted in all subcontracts to bind subcontractors to the terms of this Contract (including Affirmative Action provisions) insofar as they are applicable to the work of the subcontractor.
- d. Nothing contained in the Contract shall create any contractual relation between any subcontractor and PHA.

14. Subcontracting with Small and Minority Firms, and Women's Business Enterprise

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

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses and women's business enterprises are solicited whenever possible;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d. Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- e. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and state and local governmental small business agencies.

15. Contractor Conflicts

The Contractor, its employees, agents and subcontractors shall not, during the term of this Contract, undertake any employment or engagement or, except as required by law, perform any act or allow any omission, which may result in a conflict with any of their respective obligations under this Contract. A conflict includes, but is not limited to engagement by a third party to review, comment or critique PHA work in the same or similar areas as reflected in this Contract's scope of work. In the event Contractor, its agents, or subcontractors are called upon under a purported requirement of law to do or omit anything that may be in violation of the foregoing, the Contractor shall give the PHA Contracting Officer sufficient advance written notice thereof to allow the matter to be contested by PHA.

16. Permits and Licenses

If any permits, licenses or other approvals are necessary for the performance of this Contract, then the Contractor shall obtain all such permits, licenses or approvals, including use of patents, trademarks or copyrights, at no extra charge to PHA.

17. Rights in Data and Copyrights

- a. Except as provided elsewhere in this clause, PHA shall have unlimited rights in data first produced in the performance of this Contract; form, fit, and function data delivered under this Contract; data delivered under this Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.
- b. The Contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this Contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data of restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this Contract to the extent provided below.
- c. For data first produced in the performance of this Contract, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants the PHA and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the PHA.
- d. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor

identifies such data and grants the PHA a license of the same scope as identified in the preceding paragraph.

- e. The PHA agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract are improperly marked, the Contracting Officer may either return the data to the Contractor, or cancel or ignore the markings.
- f. The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.
- g. Notwithstanding any provisions to the contrary contained in any contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such agreement has been proposed prior to the award of this Contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees that the PHA shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of this Contract, including any commercial lease of licensing agreement, shall be subject to the following procedures.
 - i. The restricted computer software delivered under this Contract may not be used, reproduced, or disclosed by PHA except as provided below or as expressly stated otherwise in this Contract.
 - ii. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any PHA location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Contract; and used or copies for use in or transferred to a replacement computer.

18. 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 PHA harmless from loss on account thereof; except that 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 by PHA 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.

19. Warranty & Product Documents

- a. The Contractor shall submit product data and manufacturer's specifications as required by PHA. Manufacturer's written product and procedures requirements, when approved by PHA, become part of the Contract. PHA reserves the right to reject items not in compliance with the manufacturer's specifications.
- b. The Contractor shall submit warranty and guaranty papers along with the manufacturer's data for each product. The adequacy of the documentation is subject to approval by PHA. The Contractor shall be a fully authorized and qualified seller, user or installer of the materials specified and/or approved. The Contractor shall submit proof of certification indicating he is acceptable to the manufacturer.
- c. On-Site Delivery

If PHA requires Contractor to deliver goods to a PHA site, then the Contractor's representative shall sign in at the PHA manager's office on-site prior to commencing delivery.

20. Insurance

- a. Before commencing work, the Contractor and each sub-contractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - i. Workers' Compensation, in accordance with State or Territorial Workers' Compensation laws and Employers Liability with limits of not less than \$500,000.
 - ii. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence/\$2,000,000 General Aggregate. 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 based on Section (e) (5) of this clause, 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 should the policy be canceled on non-renewed, the extended reporting coverage will be purchased to extend coverage to one year after the end of the contract period, limited only by the exhaustion of the policy limits. See PHA Special Terms and Conditions for higher levels of coverage for certain types of purchases.
 - iii. Automobile Liability coverage on owned, non-owned, and hired auto coverage for motor vehicles used on the site(s) or in connection therewith and with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.
- b. 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 and have an A.M. Best Rating of A . If any such insurance is due to expire during the Contract 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 thirty (30) days prior written notice has been given to the Contracting Officer. Such notice must be sent by Certified Mail, Return Receipt Requested, to the Contracting Officer's attention.
- c. Additional Insured Requirement: Philadelphia Housing Authority is to be named an "additional insured" on all policies required hereunder except Workers' Compensation, Employer's Liability, and Professional Liability. An endorsement stating the above shall be provided to the PHA by the Contractor prior to the commencement of the work. The General Liability additional insured endorsement shall be provided to PHA.
- d. Minimum Scope of Insurance: Coverage should be at least as broad as:
 - i. Insurance Services Office form number CA 0001 (Ed. 03/06) covering Automobile Liability, Symbol "1" - "any auto".
 - ii. Workers' Compensation Insurance as required by the Pennsylvania Workers' Compensation Act, with \$500,000 limit of liability for Employers Liability Insurance.
- e. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - i. General Liability and Automobile Liability coverages
 - 1) The PHA, its Board of Commissioners, officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed or should have been performed by or on behalf of the Contractor; products and completed operations of the Contractor; automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the PHA, its Board of Commissioners, officers, employees or volunteers.

- 2) The Contractor's insurance coverage shall be primary insurance as respects the PHA, its Board of Commissioners, officers, employees and volunteers. Any insurance or self-insurance maintained by PHA, its Board of Commissioners, officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the PHA, its Board of Commissioners, officers, employees or volunteers.
- 4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
- 5) In each instance, coverage should be provided on an "occurrence" basis, as opposed to a "claims-made" basis. Claims-made coverage will only be accepted in the event that it is verified that occurrence coverage is not available.

Also included in the Commercial General Liability coverage supplied by the Contractor will be Explosion Collapse and Underground Hazard Liability, if applicable.

- ii. **Workers' Compensation and Employer's Liability Coverage:** The Contractor agrees to obtain a waiver from the insurer waiving all rights of subrogation against the PHA, its Board of Commissioners, officers, employees and volunteers for losses arising from work performed by, for, or in behalf of the Contractor for the PHA.
 - iii. **All Coverages:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the PHA Risk Management Department.
 - iv. **Professional Liability Insurance:** If the entity responding to this Request for Proposal will provide architectural, engineering, consulting, construction management, counseling, medical, legal, or professional services, the Contractor shall maintain Professional Liability Insurance.. The minimum limit of liability will be \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate on an occurrence basis. If suitable coverage cannot be obtained on an occurrence basis, then the Contractor may purchase suitable coverage on a claims-made basis with the retroactive date being on or before the execution date of the Contract. Should such insurance be cancelled, or not renewed, the Contractor agrees to purchase extended reporting coverage which extends the discovery period for at least five (5) years from the date of cancellation. The Contractor also agrees to continue the above coverage for a period of at least five (5) years from the date of completion of the Contract. This coverage shall not have a deductible maximum greater than \$10,000.00 per loss. This type of insurance is required for certain types of purchases as defined in PHA Special Terms and Conditions.
- f. **Deductibles and Self-Insured Retention:** Self-insured retentions must be declared to and approved by the PHA. At the option of the PHA, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the PHA, its Board of Commissioners, officers, employees and volunteers. **Verification of Coverage:** Contractor shall furnish the PHA with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificate shall include the Contract number and the Development name. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the PHA before work commences. Upon renewal of coverages, Contractor must provide new insurance certificates meeting the insurance coverages as indicated above. The PHA reserves the right to require complete, certified copies of all required insurance policies, at any time.

- g. Subcontractors: Coverage provided under the applicable Contractor's policies will include coverage for those liabilities incurred through the actions, omissions and activities of all subcontractors. Contractor will cause any subcontractors to carry insurance coverage identical to that of the Contractor as regards perils insured against, scope of coverage, and limits of liability such as for Workers Compensation and Liability Insurance for asbestos and other hazardous types of purchases. When applicable and upon request, certificates of subcontractor's insurance shall be provided to PHA.
- h. Binders: Binders are not acceptable as adequate insurance coverage.

21. Compliance with Law

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in performing its obligations under the Contract.

22. Nondiscrimination/Sexual Harassment

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer for purposes of investigation to ascertain compliance with this clause.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. PHA may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this clause. In addition, PHA may proceed with debarment or suspension of the Contractor.

23. Americans with Disabilities Act

Contractor shall comply with federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq. The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by PHA through contracts with outside contractors.

24. Commonwealth of Pennsylvania Steel Products Procurement Act

- a. This project is subject to the provisions of the Steel Products Procurement Act of 1978 (P.L. 6, No. 3) as amended by the Act of July 9, 1984 (P.L. 674, No. 144). All contractors,

- subcontractors, and material suppliers shall be required to comply with all provisions of this Act.
- b. The Contractor shall be required to provide with each Application-Certificate of Payment form an executed copy of the Certification of Compliance with the Steel Products Procurement Act form and additional documentation, including but not limited to, invoices, bills of lading, mill certifications, or other acceptable evidence that the steel products represented on the payment application comply with one or more of the following categories:
 - i. That the steel utilized on this project was melted and manufactured in the United States; and/or
 - ii. The product contains both foreign and United States steel, and at least seventy-five percent (75%) of the cost of all of the articles, materials, and supplies incorporated in the product have been mined, produced, or manufactured, as the case may be, in the United States; and/or
 - iii. The steel product is not produced in the United States in sufficient quantities to meet the requirements of the Contract, and prior written approval to use foreign steel has been obtained from The Pennsylvania State University.
 - c. Any nonconforming steel products incorporated into the work shall be removed and replaced by the Contractor, at its own expense, with products meeting the requirements of the Act.
 - d. Willful violation of this Act can result in penalties, including (but not necessarily limited to) prohibition from submitting any bids, or performing any work, or supplying any materials to a public agency for a period five (5) years from the date of the determination that a violation has occurred.

25. Applicable Law

The Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

26. Provisions Required or Prohibited by Law

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though such provisions were included herein. Any clause in this Contract prohibited by law shall be deemed to be deleted from this Contract, and this Contract shall be read and enforced as though such provision were not included herein.

27. Related Entities

PHA reserves the right to procure supplies or services on behalf of its affiliated entities and subsidiaries including but not limited to several limited partnerships (“Related Entities”). Each Related Entity shall have the right to procure such supplies or services directly from Contractor pursuant to this Contract. PHA will generally advise the Contractor that the contract or task/delivery order is being issued on behalf of a Related Entity and provide any special instructions. However, failure of PHA to do so does not negate the Contractor’s obligation to provide the supply or service ordered.

28. Order of Precedence

Conflicts in the contract documents shall be resolved in accordance with the following order of precedence:

1. Addendum Number _____ dated _____, 20____.

2. Addendum Number _____ dated _____, 20____.
3. Services Contract;
4. HUD Standard Terms & Conditions
5. Statement of Work
6. PHA Special Terms & Conditions
7. PHA Standard Terms & Conditions
8. Solicitation Number _____, _____ dated _____, 20____, and entitled _____.
9. Contractor's proposal and Best and Final Offer (if requested) as accepted by the PHA.
10. Affirmative Action requirements
11. Instructions to Proposers
12. Representations, Certifications, and other statements to Proposers

29. Certifications and Representations

In the event that Contractor's certifications and representations set forth in Section I shall at any time cease to be true and correct in all material respects, Contractor shall promptly notify PHA of same, setting forth the particulars and identifying the steps, if any, being taken by Contractor to render such representation or certification to be true and correct in all material respects.

30. Taxes

- a. Contractor agrees to disclose to PHA all taxes paid pursuant to 72 Pennsylvania Statutes ("P.S.") § 7202 ("Sales Tax") paid by the Contractor in connection with the Contract, including in the Contractor's bid an itemization of Sales Tax expected to be paid in connection with this Contract.
- b. Contractor agrees to cooperate fully with PHA in determining which items Contractor purchases pursuant to this Contract are those on which Contractor will pay Sales Tax.
- c. Contractor will also cooperate fully with PHA in seeking guidance from the Pennsylvania Department of Revenue ("Department of Revenue") in determining which items are subject to Sales Tax.
- d. With respect to any item on which Contractor expects to pay Sales Tax, Contractor agrees to allow PHA the option of purchasing such item directly and to reduce the cost charged to PHA by the amount of Sales Tax Contractor would have paid had Contractor purchased such item.
- e. Contractor assigns to PHA all of its right, title and interest in and to any and all refund of Sales Tax Contractor will pay in connection with this Contract and agrees to cooperate fully with PHA in assisting PHA to obtain a refund of any and all Sales Tax Contractor paid in connection with this Contract, including but not limited to:
 - i. filing a petition for refund with the Department of Revenue at the request of PHA;
 - ii. providing PHA with any receipts or other documentation reasonably requested by PHA in connection with PHA pursuing such refund; and
 - iii. testifying at a hearing in connection with the pursuit of such refund.
- f. In the event PHA exercises its right under Section e to require Contractor to file a petition for refund of Sales Tax paid, PHA will, at its sole discretion:
 - i. determine the manner in which to pursue, and whether to continue pursuing, such refund; and
 - ii. select the representative to pursue such refund.

Further, PHA agrees to pay all fees and costs associated with pursuing such refund, but Contractor agrees that its payment under this Contract constitute full and complete consideration for any assistance Contractor may provide to PHA in pursuing such refund on PHA's behalf. Not later than five days after receipt thereof, Contractor agrees to pay to PHA any amount of Sales Tax refund received by Contractor in connection with a refund of Sales Tax paid in connection with this Contract.

- g. Contractor agrees to purchase, but not pay Sales Tax on, every item that qualifies as 'building machinery and equipment' (as defined in 72 P.S. § 7201(pp)) by providing Contractor's vendor with a properly completed exemption certificate (REV-1220) within sixty days of the purchase of each such item. Contractor further agrees that it shall include on line 7 of such exemption certificate the following statement: Property or services qualify as 'building machinery and equipment' and will be transferred pursuant to a construction contract to a tax-exempt organization. Further, if any purchase of items by Contractor includes both Sales Tax exempt 'building machinery and equipment' and otherwise taxable property, Contractor agrees to maintain records sufficient to permit the Department of Revenue to ascertain whether the items purchased were in fact 'building machinery and equipment.'
- h. Contractor agrees to be solely responsible for any Sales Tax assessed on any item Contractor purchased pursuant to this Contract and further agrees to indemnify PHA for any Sales Tax PHA is subsequently assessed by the Department of Revenue with respect to any item Contractor purchased in connection with this Contract and on which Contractor did not pay Sales Tax.

31. Public Disclosure

After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.



PHA SPECIAL TERMS & CONDITIONS

F. TERMS & CONDITIONS SECTION III. PHA SPECIAL TERMS & CONDITIONS Solicitation Number P-004570 Construction Management Services for LEB Community Center

1. Term Of The Contract

The term of the Contract shall consist of a two (2) year base period with three (3) one -year option periods to extend services. This term includes the performance period of all task orders or purchases released under the contract. Contract options may be exercised early if Contract funding is utilized before the Contract performance period expires; provided that PHA shall be under no obligation to do so, and the Contract rates will not increase until the annual period for which they were proposed has elapsed.

2. Cost Proposals

Offerors [] are [] are not required to propose prices for all line items in the Schedule.

The following selected clauses are applicable to the Contract:

3. [] Proposal Security

- a. Failure to furnish proposal security in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the proposal.
- b. The Offeror shall furnish a proposal guarantee in the form of a firm commitment, e.g., proposal bond supported by good and sufficient surety or sureties acceptable to PHA, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. PHA will return proposal guarantees, other than proposal bonds, (1) to unsuccessful Offerors as soon as practicable after the opening of proposals, and (2) to the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the proposal as accepted.
- c. The amount of the proposal guarantee shall be 5 percent of the proposal price.
- d. If the successful Offeror, upon acceptance of its proposal by PHA within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the Offeror, the Contracting Officer may terminate the Contract for default.
- e. In the event the Contract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal guarantee is available to offset the difference.

4. Multiple Awards

PHA reserves the right to make multiple awards under this solicitation. Although the scope of services will remain the same for each contract, the dollar amount of each contract may vary.

5. Fixed Fee

- a. If a cost plus fixed fee type of contract is used, PHA shall pay the Contractor for performing this Contract the fixed fee specified in the Schedule.
- b. Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect PHA's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

6. Indefinite Quantity (Special Services)

- a. This is an indefinite-quantity contract with FIRM FIXED UNIT PRICING for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.
- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to PHA, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." PHA shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

7. Definite Quantity

- a. This is a definite-quantity, indefinite-delivery contract with FIRM FIXED UNIT PRICING for the supplies or services specified, and effective for the period stated, in the Schedule.
- b. PHA shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.
- c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- d. Any order issued during the effective period of this Contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

8. Requirements

- a. This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this Contract. Except as this Contract may

otherwise provide, if PHA's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

- b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this Contract, the Contractor shall furnish to PHA all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. PHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Except as this Contract otherwise provides, PHA shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by PHA activity or activities specified in the Schedule.
- d. PHA is not required to purchase from the Contractor requirements in excess of any limit on total orders under this Contract.
- e. If PHA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this Contract, and if the Contractor will not accept an order providing for the accelerated delivery, PHA may acquire the urgently required goods or services from another source.
- f. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and PHA's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period.

9. [X] Ordering

- a. Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule during the term of the Contract. Such orders may be issued from the date of award through the remaining time and or available funds, in accordance with this Contract. The ordering activity for this Contract/task order is PHA's Procurement and or Contract Administration department.
- b. All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, the Contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when PHA deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic methods.
- d. Contractor must resolve any discrepancies appearing on PHA's task/delivery order prior to delivery. Contractor must resolve issues regarding quantities, services, descriptions, items, etc. Failure to comply and resolve discrepancies shall remain the Contractor's sole responsibility.

10. [X] Order Limitations

- a. **Minimum order.** When PHA requires supplies or services covered by this Contract in an amount of less than _____ [insert dollar figure or quantity], the PHA is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.
- b. **Maximum order.** The Contractor is not obligated to honor-
 - i. Any order for a single item in excess of 10% of the total Contract value for the Contract period;
 - ii. Any order for a combination of items in excess of 100% of the total Contract value for the Contract period; or
 - iii. A series of orders from the same ordering office within seven (7) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

- c. Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

11. Prequalification

- a. Contract award may only be made to pre-qualified offerors. Although not a condition to submitting an offer, it is strongly advised that a pre-qualification application be obtained, completed, and returned to PHA's Pre-Qualification Division prior to the submission of a proposal. Applications may be obtained from the Pre-Qualification Division, 3100 Penrose Ferry Road, Philadelphia, PA 19145; Tel: 215-684-8562.
- b. Failure to complete the application within the required time limits may cause the offeror to be deemed non-responsive and ineligible for contract award. The following time limit applies to this solicitation:
 - Offerors will be given ten (10) working days after notification by the Pre-Qualification Division to supply the information necessary to complete the Pre-Qualification application.
 - Offerors will be given two (2) working days after notification by the Pre-Qualification Division to supply the information necessary to complete the Pre-Qualification application.

12. Liquidated Damages

- a. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the contractor shall pay to the PHA as liquidated damages, the sum of \$_____ for each day of delay. To the extent that the Contractor's delay or nonperformance is excused under another clause of this Contract, liquidated damages shall not be due to 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 incurred by PHA to complete the work.

13. Warranty

The equipment provided under this Contract shall have a warranty of _____ (years/months) from the date of final acceptance of all deliveries or work under this Contract.

14. Insurance

The following types of insurance is required in addition to the workers compensation and auto liability insurance included in Section 20 of PHA Standard Terms and Conditions.

SUPPLEMENTAL INSURANCE REQUIREMENTS

(check marks indicate required coverage)

Type of Work	General Liability \$2M/occurrence \$2M aggregate	Professional Liability \$1M/claim \$2M aggregate	Liability Pollution \$2M/loss \$2M aggregate
Architectural and Engineering Services		<input checked="" type="checkbox"/>	
Consulting		<input checked="" type="checkbox"/>	
Construction Management	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Contractor - Single Trade	<input checked="" type="checkbox"/>		
Boiler Maintenance	<input checked="" type="checkbox"/>		
Elevator Maintenance	<input checked="" type="checkbox"/>		
Asbestos Removal			<input checked="" type="checkbox"/>
Janitorial Services	<input checked="" type="checkbox"/>		
Sprinkler & Fire Alarm Systems	<input checked="" type="checkbox"/>		
Insurance		<input checked="" type="checkbox"/>	
Landscaping and Snow Removal	<input checked="" type="checkbox"/>		
Legal Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Security Services	<input checked="" type="checkbox"/>		

PROPOSAL EVALUATION SYSTEM

All Proposals received by the specified date shall be subject to evaluation by a PHA review committee. Although the following criteria will be used in making the selection, no single one of the criteria will be the determining factor in the selection of CMs with whom the PHA may commence negotiation of agreements or in the final selection of a CM. The final selection will be made on the basis of which Proposal best responds to all of the needs of PHA. All CMs with a reasonable chance of award, in the sole judgment of PHA, may be invited to make a presentation to the PHA Review Committee.

<u>No.</u>	<u>Item Description</u>	<u>Weight</u>
1	Experience of the firm's key personnel and all sub-consultants' proposed for assignment to this contract/task order; and evidence of the project team's Overall experience.	30 Points
2.	Past performance on PHA, or other Housing Authority contracts/task orders in terms of quality of work, cost control and compliance with schedules and the means by which cost controls and scheduling is maintained.	30 Points
3.	Proposed schedules and work plan, specific to this project, demonstrating the Firm's approach.	20 Points
4.	MBE/WBE and Section 3 participation	<u>20 Points</u>
	Total	100 Points

H. PROPOSAL FORM

**Solicitation Number P-004570
LEB Community Center**

I, we _____ agree to perform the services requested in accordance with the attached Statement of Work for the following:

PROPOSAL FORMAT for CONSTRUCTION MANAGEMENT SERVICES

“CONSTRUCTION MANAGER LETTERHEAD”

TO: PHILADELPHIA HOUSING AUTHORITY
Attn: Joshua Vigen, Contracts Administration
3100 Penrose Ferry Rd.
Philadelphia, PA 19145

Ladies/Gentlemen:

In response to your Request for Proposal for Construction Management Services for proposed LEB Community Center at LEB Homes, we are pleased to submit the following proposal:

1. It is understood that the site is presently owned by the Philadelphia Housing Authority (PHA), who will grant site control of the properties to the Construction Manager (CM) in order to undertake the Project.
2. We propose to provide design coordination, demolition and construction of new community center, which includes all sitework and utility work.
3. We shall be responsible for delivery of the improvements in new and habitable condition, and in compliance with all applicable local codes, ordinances, regulations, etc., and PHA and/or City requirements, all in accordance with the contract requirements.
4. Architectural and Engineering Services. We shall provide all Architectural and Engineering Services associated with the development of this project. The conducting of surveys, tests and investigations, consulting, technical supervision, and all other planning and design requirements will be provided by and reviewed and coordinated by the CM as required in the Request for Proposal. It is fully realized that any PHA or HUD approval will not constitute assumption of responsibility for design nor attest to the accuracy of details or dimensions.

A. 5. DESIGN AND CM SERVICES PRICE FOR LEB COMMUNITY CENTER

B.

C. CONSTRUCTION/DESIGN

- (1) Design Services, \$ _____
 (Drawings, specifications models, renderings, coordination, detailed schematic and estimating)
- (2) CM Design Services \$ _____
 (Drawings, specifications, estimating, coordination and other services to include but not limited to: Preparation of bid documents, solicitation, construction contracts negotiations and award of construction contracts coordination, procurement estimating, design document detailed and construction document detailed)

D.

E. CONSTRUCTION (Infrastructure)

- (3) General Requirements \$ _____
- (4) Site Work \$ _____
- (5) Public Improvements \$ _____
- (6) Commercial Construction \$ _____
- (7) Contingency \$ _____
- (8) Other: Inspection \$ _____
- (9) Fees \$ _____
- (10) Permits \$ _____
- (11) Allowances
 - (a) Undercutting allowance \$ _____
 - (b) Foundation obstruction allowance \$ _____
 - (c) Contaminated soils allowance \$ _____
 - (d) Utility pole relocation allowance \$ _____
 - (e) Sitework obstruction allowance \$ _____
 - (f) PHA Construction Office **\$ 50,000.00**
 - (g) Bricks \$900/1000 \$ _____
 - (h) Classroom Furniture \$ _____
\$ 50,000.00
 - (i) Site Furniture \$ _____
\$ 50,000.00

(The foregoing quoted prices are maximum prices and these prices and terms will be held as firm and fixed for a period of 150 days (or 180 days where no Preliminary Contract will be entered into) from the closing date for receipt of proposals)

- (12) Bonds \$ _____
- (13) Builder's Overhead (Insurance & Builder's Risk)
- (14) Fixed CM Fee
\$ _____
- (15) Total Proposed GMP

\$ _____

Also include as a part of the proposal as noted in section 10 a, 2 Project Master Schedule a cost breakdown in the CSI format and detailed general conditions breakdown, as well as the unit cost breakdown.

6. DEDUCT ALTERNATES

- (A) Paving surfaces of Fairmount Avenue and Markoe Street as needed within the boundaries of this Project including street intersections.

\$ _____

7. EQUAL OPPORTUNITY AND LABOR REQUIREMENT.

We agree to comply with HUD equal opportunity and labor requirements including Executive Order 11236 and Special Labor Conditions set forth in Exhibit "M" of the Contract of Sale and, in respect to Section 3 of the HUD Act of 1968, to the greatest extent feasible, we will in connection with the project:

- (A) Provide opportunities for training and employment to lower-income persons residing in the area of the development; and
- (B) Award contracts to business concerns, which are located in, or owned in, substantial part by persons residing in the area of the development.

8. STATEMENT OF QUALIFICATION AND EXPERIENCE.

We have attached a Statement of the Qualifications and Experience in accordance with the instructions in the Request for Proposal.

9. The entire project, as proposed, will be completed in conformance with the terms of the Contract.

10. CONSTRUCTION DOCUMENTS COMPLETION.

We will complete Construction Documents for the LEB Community Center within nine (9) months of issuance of a Notice to Proceed for Design. Construction shall begin (to be determined after executed contract); therefore permits shall be received by (to be determined after executed contract).

11. CONSTRUCTION START.

We will start construction for the LEB Community Center within 10 days of construction Notice to Proceed (NTP) and complete the construction within twelve (12) months after the date of issuance of the NTP.

12. Davis Bacon Compliance.

Upon issuance of the Notice to Proceed for Construction and during the Pre-Construction Meeting, we understand that the Philadelphia Labor Standards Unit (“PLSU”) will notify the winning CM/Contractor, in writing, of the Davis Bacon Wage Rate that will be applicable for the duration of the project. We agree to comply with all wage rates and procedures issued by PLSU in connection with this project and understand that the PLSU has been notified of and in receipt of this solicitation in anticipation of the Pre-Construction Meeting(s).

13. UFAS/504 Compliance and Certification.

We understand that this project is a UFAS/504 project and as such we agree that we are responsible for the compliance and certification(s), (including but not limited to record keeping and retention requirements), that this project and the units contained herein meet or will meet all Section 504/UFAS standards applicable to newly constructed housing (including but not limited to those requirements set forth in Attachment E to PHA’s Moving to Work Agreement, a copy of which has been previously provided to us) and that where UFAS requirements specify that a measurement must be more than a stated minimum, less than a stated maximum or within a stated range of measurements, we will strictly comply with such requirements even if they are more stringent than standard building industry tolerance. We further acknowledge and agree in the event a unit we certify as UFAS compliant fails inspection by the Assistant Secretary for FHEO, or his designee(s) and/or PHA, or its designee(s) we will remediate the unit to be in full compliance with UFAS provisions. Moreover, we acknowledge that to the extent any renovations are not done to appropriate standards, we will correct such renovations at our own expense to meet such standards and to be compliant with the provisions of UFAS and Attachment E of the Moving To Work Agreement between PHA and HUD.

Signature of Principal Officer

Date

Title

References

Please provide the name, address and telephone number of three references for whom the offeror performed work substantially similar to that required by the solicitation. Performance surveys (included in package) must be completed and accompany bids responses in separately sealed envelopes.

1.

2.

3.

List all items, other than the required proposal form and certifications, included as part of the offeror's proposal:

Acknowledgement of Amendments

The offeror hereby acknowledges the receipt of and obligation to perform pursuant to the following addenda to this RFP:

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

Binding Contract

The offeror acknowledges and agrees that no contract shall exist until signed by both parties, except that Section F.3 (Proposal Security) shall be binding on the offeror in accordance with its terms prior to the execution of a contract. In addition, until an agreement is signed by both parties, PHA may rescind any recommendation of award and the offeror will be deemed to have waived any and all rights to obtain a contract with PHA or seek damages against PHA.

Name of Offeror: _____

Federal Tax Identification Number _____ (if applicable)

State of incorporation _____ (if applicable)

Philadelphia Business A/C Number _____ (if applicable)

Social Security Number _____ (if offeror is an individual)

Official Address: _____

Signature: _____

Print Name and Title: _____

Date: _____

Witness: _____

PLACE CORPORATE SEAL HERE

IF A CORPORATION

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer 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 HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (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 U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

PHILADELPHIA HOUSING AUTHORITY

SECTION J

AFFIRMATIVE ACTION SECTION

Solicitation Number

Project/requirement Name

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PART I: GENERAL

1.1 POLICY

As a requirement for receiving federal funds, the U.S. Department of Housing and Urban Development ('HUD') requires that the Philadelphia Housing Authority (hereinafter 'Authority') implement an Affirmative Action Contract Compliance Program under Executive Order Nos. 11246, 12432, 12138, 11625, to promote the development of certified Minority Business Enterprises (hereinafter 'MBE'), and certified Women Business Enterprises (hereinafter 'WBE'). This program will also comply with the requirements of Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 d & e, as amended, and HUD Regulations 24 C.F.R. § 85.36(e).

The Authority by this policy affirms its commitment to maximize the utilization of certified MBEs/WBEs in Authority contracts and subcontracts. To this end, the Authority will provide such assistance as will be needed to achieve this goal.

The aim of this policy is to discover and deter any present discrimination by bidders who seek contracts with the Authority. MBE/WBE minimum participation goals (hereinafter 'MPGs') shall be used as a screening device to determine whether discrimination may have occurred. Minimum goals of MBE/WBE participation will be indicated for each contract in the bid documents, and will be based upon availability of certified MBEs/WBEs. The MPGs are a means of determining whether or not a contractor shall be presumed to have engaged in discrimination. If the information furnished is below the MPGs, the bid package shall be subject to further review, in accordance with criteria set forth in this policy, to determine whether or not there was actual discrimination.

1.2 APPLICABILITY

This program shall apply to all nonexempt contracts awarded by the Authority which are connected with federally funded or federally assisted programs. Exemptions are more fully described in Part VI of this program.

1.3 DEFINITIONS

A. **AAO:** Affirmative Action Officer, Director of the Authority's Affirmative Action Department.

B. **Authority:** Any department, division, unit or office of the Philadelphia Housing Authority, including the Board of Commissioners.

- C. BIDS:** A quotation, proposal, solicitation or offer by a Bidder or a Proposer to provide labor, materials, equipment, supplies or services to the Authority.
- D. BIDDER:** Any person or entity that submits a quotation, bid or proposal to provide Labor, materials, equipment, supplies or services to the Authority.
- E. BIDDER/PROPOSER AFFIRMATIVE ACTION IMPLEMENTATION PLAN:** Schedule of Participation and Binding Commitments Form and other documents submitted by Bidder /Proposer to support their Affirmative Action Plan. These submissions become an enforceable provision of the awarded contract.
- F. CERTIFIED:** Any business that has, after application to a recognized certifying agency, been determined to be owned, controlled and managed by minority(s), women, or disadvantaged person(s).
- G. CERTIFYING AGENCY:** Federal, state, local governmental or quasi-governmental agencies or authorities authorized by law to certify MBE/WBE's qualifications in terms of ownership, management and control.
- H. COMPLIANCE:** A contractor or subcontractor who performs under an Authority contract in accordance with this Affirmative Action Contract Compliance Program shall be determined to be in compliance.
- I. CONTRACTS:** Any Authority contract which is covered by this Affirmative Action Contract Compliance Program, whether competitively bid or negotiated, including contracts in the following areas:
 - 1. VENDING:** for Material, Equipment, Services, and Supplies.
 - 2. CONSTRUCTION:** for all types of construction; and
 - 3. PERSONAL AND PROFESSIONAL SERVICES.**
- J. DEBARMENT:** Exclusion from Authority contracting or subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense or failure or the inadequacy of performance.
- K. DISCRIMINATION:** Any action or pattern of disparate treatment experienced in the solicitation for bids/proposals or in the award of a contract/subcontract because of: Race, Color, Sex, National Origin, Disability, or Religion.
- L. EXEMPTION:** Any bid/proposal in which the minimum participation goal(s) have been excluded.

- M. JOINT VENTURE:** A contractual partnership between the prime contractor and a certified minority-owned business enterprise and/or a certified women-owned business enterprise, which must be executed prior to the submittal of the bid/proposal.
- N. MINIMUM PARTICIPATION GOAL (MPG):** The level of participation of certified MBE/WBEs set by the AAO. MPGs shall reflect the availability of certified MBE/WBEs in the subject area, and the level, which should be attained absent discrimination. MPGs are stated as a percentage. A Bidder/Proposer will not be rejected as not responsible solely because they fail to reach the MPGs.
- O. MINORITY BUSINESS ENTERPRISE (MBE):** A business enterprise certified as a Minority Owned Business that is owned, managed and controlled by one or more socially or economically disadvantaged person(s). Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such person(s) include, but are not limited to: Blacks/African-Americans, Puerto Ricans and other Hispanics, American Indians/Native Americans, Eskimos, Aleuts, Hasidic Jews, Asian Pacific Americans, and Asian Indians.
- P. OWNED, MANAGED AND CONTROLLED:** Possession of at least fifty-one percent (51%) of the ownership of the business. Management and control of the daily for profit business operation or nonprofit organization held by one or more persons who are classified as a member of a minority group or a woman, as defined herein.
- 1 Q.PRIME CONTRACTOR/CONTRACTOR/BIDDER OR PROPOSER:** Any person or business entity that is a party or potential party to a contract with the Authority.
- R. RESPONSIBLE:** The Bidder's/Proposer's submissions of a written commitment to meet or exceed the MPG set forth in the bid, or in the absence of meeting or exceeding the MPG, a full and complete explanation therefore in accordance with this program.
- S. RESPONSIVENESS:** The Bidder's/Proposer's submission of (in addition to the submission of any other required documentation), documentary evidence of certified MBE/WBEs who have been contacted and who are to be used on the contract. Documentation must be submitted with the bid/proposal and failure to submit evidence of "Best Efforts" and binding commitments will result in rejection of the bid/proposal and a determination made of non-responsiveness.

- T. WOMEN BUSINESS ENTERPRISE: A business enterprise certified as a Woman Owned Business that is owned controlled and managed by a woman.**

1.4 CERTIFICATION – A LEGITIMATE MBE/WBE

- A. To ensure that only businesses which are owned, managed and controlled in both form and substance by MBE/WBEs are participating in the Authority’s Affirmative Action Contract Compliance Program. MBE/WBE businesses, including joint ventures and nonprofit organizations, must be certified by a governmental entity authorized to certify such enterprises.**
- B. MBE/WBE certification shall not be determinative of a Bidder’s or Contractor’s financial or technical ability to perform specified work. The Authority reserves the right to evaluate the Bidder’s/Proposer’s, Contractor’s or Subcontractor’s ability to satisfy financial, technical or other criteria separate and apart from certification before or after bid opening.**
- C. The Authority recognizes that certified MBE/WBEs might be de-certified by the certifying governmental entity. Any business, which has been de-certified, shall not participate in the Authority’s Affirmative Action Contract Compliance Program.**
- D. The Authority reserves the right, if there is cause, to refuse a certification provided by a certifying agency.**

1.5 SUBSTITUTION OF CERTIFIED MBE/WBEs

Commitments to certified MBE/WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment is pre-approved by the Authority’s AAO. If at any time after a bid/proposal is opened by the Authority, a Contractor is unable to meet the obligations of the Contractor’s Affirmative Action implementation Plan, as indicated on the Schedule of Participation and Binding Commitments Form, such Contractor may be required to present for approval to the AAO a substitute implementation Plan.

1.6 GUIDELINES FOR JOINT VENTURING

Joint Venture partnership(s) with either a certified MBE or a certified WBE must meet the following criteria in order to receive credit towards the minimum participation goals (MPGs):

- A. The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.**

- B. The MBE/WBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own work force, a portion of the onsite work, and administrative responsibilities such as bidding, planning, staffing and daily management.**
- C. The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).**
- D. If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture, however, it will still be required to meet the WBE goal or vice versa.**

1.7 CONTRACT LANGUAGE

Authority contracts subject to these procedures shall include language providing that compliance with MBE/WBE provisions have been met, and cooperation with the Authority on contractual matters is material to the Authority's contract. The successful Bidder's/Proposer's Affirmative Action Plan submissions will become an enforceable provision of the contract. Failure to comply with the Authority's Affirmative Action Contract Compliance Program or otherwise comply with the Bidder's/Proposer's submissions, may be grounds for a finding of contractor non-responsibility.

1.8 AMENDMENT

These procedures may be amended as may be necessary. Any amendment shall become effective upon the approval and adoption by the Philadelphia Housing Authority Board of Commissioners.

1.9 SEVERABILITY

The provisions of these procedures are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of these procedures, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of the procedures or their application to other persons.

PART II: RESPONSIBILITIES

2.1 AFFIRMATIVE ACTION OFFICER

The AAO reports directly to the General Manager of Contracts/Procurement for the Philadelphia Housing Authority. The AAO is authorized and shall perform functions, which include, but are not limited to:

- A. Establish or modify minimum participation goals (MPGs) for Authority contracts based upon the dictates of market availability of certified MBE/WBEs and/or applicable laws and regulations to perform various elements of the contract.
- B. The AAO will engage in the review of bid/proposal packages to ensure that the packages provide maximum opportunity for certified MBE/WBE participation and shall have the authority to recommend approval or disapproval of any bid package to ensure compliance with this program.
- C. Attend all Pre-bid and Pre-construction meetings.
- D. Monitor and audit contractor's performance including site and business office visits to ascertain whether the contractor has discriminated or has practices which have had a disparaging or discriminating effect, and to determine that the certified MBE/WBE is performing its function in accordance with authorized standard industry practices.
- E. Maintain participation records and prepare periodic reports that include, but are not limited to the following data:
 1. A summary of contracts awarded specifying the percentage of participation.
 2. A survey comparing past and current contract participation goals of certified businesses.
 3. Any relevant recommendation that may enhance efficiency and effectiveness of the Affirmative Action Contract Compliance Program.
- F. For Comprehensive Improvement Modernization Program (hereinafter "CIAP") funded contracts, prepare and report the Authority's MBE/WBE progress on HUD Form #2516 – Contract and Subcontract Activity Report for Public and Indian Housing Programs.
- G. Receive, document and evaluate complaints relative to violations of the Affirmative Action Contract Compliance Program.

H. Report findings of discrimination, in writing, to the Executive Director through the General Manager of Contracts/Procurement.

I. Interact with city, state, and federal agencies involved in the administration of certified MBE/WBE programs.

2.2 CONTRACTING OFFICER

A. SOLICITATION – The Authority’s Contracting Officer shall actively solicit certified MBE/WBEs to compete for contracting opportunities as Prime/General Contractors.

B. REPORTS – The Affirmative Action Officer shall gather information required to prepare various reports that detail:

1. The original total dollar amount of each contract awarded according to the categories of vending, construction, personal services and professional services, including the total dollar amount of each contract resulting from any contract amendment or change orders subsequent to award.

2. The original total dollar amount of each contract awarded to each certified MBE/WBE as a Prime/General Contractor, as well as the actual dollar amount of each contract including contract amendments or change order(s).

2.3 COORDINATION WITH CONTRACT CONTROL SPECIALISTS

A. The AAO shall coordinate with the Contract Control Specialist for information as may be required in the performance of the AAO function. Such information may include, but is not limited to:

1. Explanation of the elements of the work to be performed under a contract.

2. A reasonable estimate of costs, type(s) and quantity of supplies, materials and equipment required for performance under a contract.

3. A reasonable estimate of employees and their classifications required for performance under a contract.

B. The Authority’s Contracting Officer shall also do the following, with or without coordination with the AAO:

- 1. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by certified MBE/WBEs.**
- 2. Establish delivery schedules, where the requirement permits, which encourage participation by certified MBE/WBEs.**
- 3. Use the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department Commerce.**

2 PART III: BIDDER/PROPOSER AFFIRMATIVE ACTION

IMPLEMENTATION PLAN

3.1 GENERAL REQUIREMENTS

Each Bidder's/Proposer's Affirmative Action implementation Plan shall include the following:

- A. The business name, address, contact person, telephone number, certification number, certifying agency(s), and Internal Revenue Service Employer's Identification Number (E.I.N.).**
- B. A description of the work that will be performed by each designated contractor/subcontractor.**
- C. The date of solicitation, contact person's name, whether contact was by phone or mail, and if a quote was received from the designated MBE/WBE.**
- D. Confirmation of commitment made as to the level of certified MBE/WBE participation described as a percentage of the total base contract proposal dollar amount and percentage of commitments.**
- E. If no commitment is made to meet or exceed the stated MPGs, the Bidder/Proposer must provide documentation that the following steps were taken:**
 - 1. Requested and attended a briefing and information meeting with the Authority staff designed to explain the Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.**
 - 2. Advertised in general circulation, media, trade association publications, and minority/women-focused media concerning subcontracting and supplier opportunities.**
 - 3. Participated in Authority sponsored conferences and seminars designed specifically for the promotion of the Authority's Affirmative Action Contract Compliance Program pertaining to certified MBE/WBE participation.**
 - 4. Notified certified MBE/WBEs and solicited their participation in the reference contract. The names, addresses, telephone numbers, and contact persons of the firms notified must be provided.**

- 5. Provided complete information about plans, specifications, and requirements of the contract to interested certified MBE/WBEs.**
 - 6. Made reasonable efforts to negotiate with certified MBE/WBEs for specific sub-bids. All such contacts must be fully documented. If a sub-bid of a certified MBE/WBE is rejected, the Bidder/Proposer must document and explain the reason for the rejection. Rejection based solely on the initial response from a certified MBE/WBE will not be sufficient to establish non-discrimination and “Best Efforts” toward compliance.**
- F. Attest to the fact that the certified MBE/WBE will perform work, which is necessary and required for contractor to fulfill their obligation under the applicable contract and specification.**

**3 PART IV: CONSTRUCTION CONTRACT AFFIRMATIVE ACTION
4 IMPLEMENTATION PLAN**

4.1 MINIMUM PARTICIPATION GOALS

The AAO shall set MPGs for Specifications/Contracts/Request for Proposals.

(MODERNIZATION FUNDS)

The MPGs which have been set by the AAO as of the date of implementation of this program, are and shall be, until or unless they are revised, as follows:

<u>MBE</u> 20%	<u>WBE</u> 10%
-------------------	-------------------

- A. A Bidder/Proposer will not be rejected as non-responsive solely because they fail to reach the MPGs. However, a contractor may be considered not responsive if the MPGs are not met and no acceptable justification is offered for a lack of compliance.**
- B. When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their plan which category is being credited.**
- C. A certified MBE/WBE firm bidding as a prime/general contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.**
- D. Certified MBE/WBE subcontractors shall perform at least seventy-five percent (75%) of the cost of the subcontract, not including cost of materials, with their own employees. This provision shall not apply to suppliers or distributors.**

4.2 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIVENESS

- A. Bidders/Proposers must submit information indicating certified MBE/WBE firms, which have been solicited, quotes that have received (solicited and unsolicited), and firms to which commitments have been made. Documentation of such solicitations, quotes, and commitments must be submitted concurrently with the bid/proposal. Failure to submit the required information is sufficient cause for rejection of the bid as non-responsive.**
- B. Mailings to large numbers of certified MBE/WBEs which are intended to provide notice of a contractor's interest in bidding on a construction**

contract will not be deemed solicitation, but will be treated as informational notification only.

- C. A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, manufacturers or supplies whose work, materials or supplies are within the project scope and are related to project line items or portions thereof, and which the Bidder/Proposer reasonable believes it will choose to subcontract with or purchase from.**
- D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions, the information required under Part III, Section E, of the Affirmative Action Contract Compliance Program.**

4.3 CONSTRUCTION CONTRACT BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufacturers, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If a Bidder/Proposer has met the MPGs, the Authority's Contracting Officer may presume that the Bidder has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section E, of this program. The AAO shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the AAO may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained therein.

**5 PART V: VENDING AND PERSONAL/PROFESSIONAL
SERVICES CONTRACT AFFIRMATIVE ACTION
IMPLEMENTATION PLAN**

5.1 MINIMUM PARTICIPATION GOALS

The AAO shall set MPG's for Specifications/Contracts/Request for Proposals.

(MANAGEMENT FUNDS)

The MPG's which have been set by the AAO as of the date of implementation of this program, are and shall be until or unless they are revised, as follows:

<u>MBE</u>	<u>WBE</u>
10%	10%

- A. A Bidder/Proposer will not be rejected as non-responsive solely because they fail to reach the MPG's. However, a contractor may be considered non-responsible if the MPG's are not met, and they are not in compliance with Part III, Section E.**
- B. When a firm/company contracts with an enterprise that is both a certified MBE and a certified WBE, credit toward the MPG will be received for one category only. Bidders/Proposers shall indicate in their Plan which category is being credited.**
- C. A certified MBE/WBE firm bidding as a prime contractor shall still be required to submit an Affirmative Action Implementation Plan. However, where the primary contract is awarded to either a certified MBE or a certified WBE the Authority shall count the entire dollar amount of the contract towards meeting the MPG.**

**5.2 VENDING AND PERSONAL/PROFESSIONAL SERVICES CONTRACT
AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIVENESS**

- A. Bidders/Proposers must complete and submit with the bid/proposal, certified MBE/WBE Schedule of Participation and Binding Commitments Form. Failure to submit these forms with the bid/proposal may result in the bid being rejected as non-responsive.**
- B. Mailings to large number of certified MBE/WBE's which are intended to provide notice of a contractor's interest in bidding on a vending and personal/professional service contract will not be deemed solicitation, but will be treated as informational notification only.**
- C. A Bidder/Proposer should only solicit certified MBE/WBE subcontractors, vendors, manufacturers or suppliers whose services, materials or supplies are**

within the scope of work bidded on, and which the Bidder/Proposer reasonably believes it will choose to subcontract with or purchase from.

- D. Bidders/Proposers failing to meet the MPGs must submit concurrently with the bid submissions the information required under Part III, Section E, of the Affirmative Action Contract Compliance Program.**

5.3 VENDING AND PERSONAL/PROFESSIONAL SERVICE CONTRACT AFFIRMATIVE ACTION BIDDER/PROPOSER RESPONSIBILITY

The submittals of each Bidder/Proposer are subject to review to determine whether the Bidder/Proposer has discriminated in the selection of manufacturers, subcontractors or suppliers, or has taken affirmative steps in the utilization of certified MBE/WBEs to ensure compliance with this policy. If a Bidder/Proposer has met the MPGs, the Authority's Contracting Officer may presume that the Bidder/Proposer has not discriminated in its selections. A Bidder/Proposer who fails to meet the MPGs shall satisfactorily provide the documentation set forth in Part III, Section E, of this program. The AAO shall perform a review of the submitted documentation to determine whether discrimination has occurred. If appropriate, the AAO may invoke the provisions of Part VII, Section 7.3 (Willful Non-Compliance) and recommend sanctions contained therein.

PART VI: EXEMPTIONS

6.1 EXEMPTED CONTRACTS

The Authority recognizes that in certain limited circumstances, compliance with this Affirmative Action Contract Compliance Program will not be feasible, nor in the best interest of the Authority or its residents. With the approval of the Executive Director, Contracting Officer and the Affirmative Action Officer, the following contracts may be exempted:

- A. A vending contract, for equipment, materials, services and supplies where the total dollar amount of the contract is less than Ten Thousand Dollars (\$10,000.00).**
- B. A construction contract where the total dollar amount of the contract is less than Ten Thousand Dollars (\$10,000.00).**
- C. A professional or personal services contract where the total dollar amount of the contract is less than Ten Thousand Dollars (\$ 10,000.00).**
- D. Any public exigency or emergency contract where the nature of the emergency will not allow for a delay, which would occur from competitive solicitation.**

6 PART VII: COMPLIANCE REVIEW

7.1 STANDARDS FOR REASONABLE CAUSE:

7

AFTER A CONTRACT HAS BEEN AWARDED

- A. The AAO may find that a Contractor is not in compliance with contract requirements for reasons, which include, but are not limited to:
1. Documentation of information furnished by the contractor, which does not demonstrate that, a certified MBE/WBE is performing the work actually contracted.
 2. Failure or refusal by a contractor to furnish information requested by the Authority.
 3. Discovery of information, which is contrary to compliance information previously submitted by the contractor.
 4. Contractor's failure, neglect or refusal to pay certified MBE/WBE subcontractor(s) for completed and approved work within seven (7) working days after payment by the Authority to the contractor.
 5. Other facts discovered by the Authority's AAO.
- B. Whenever the AAO determines it has reasonable cause to believe that a contractor is not in compliance or that the contractor has discriminated against certified WBE/MBEs, the AAO shall promptly prepare a written notice to be signed by the Contracting Officer and sent by certified mail to the contractor. The notice shall state the reasons for the AAO's belief that the contractor is not in compliance and/or has discriminated against certified MBE/WBEs. In response to said notice, the contractor shall be required to show cause within seven (7) working days why it should not be found:
1. In breach of contract, or
 2. To have discriminated against certified MBE/WBEs.
- C. Based upon information supplied by the contractor, if any, and other documentation and/or information, and with the approval of the General Manager of Contracts/Procurement, the AAO shall proceed expeditiously with an investigatory, evaluative review to clarify the allegations. In the event that the allegations are found to be valid by the AAO, said officer shall notify the Contracting Officer and Executive Director who shall send notification of such finding(s) to the contractor setting forth the appropriate remedial action.

7.2 GOOD FAITH NON-COMPLIANCE

- A. In cases where the AAO has cause to believe that a contractor, acting in good faith, has failed to comply with the provisions of the procedures, the AAO with the assistance and involvement of the Authority's Contracting Officer shall attempt to resolve the non-compliance through conciliation and persuasion.**
- B. In conciliation, the contractor must satisfy the Authority that they have made their "Best Efforts" to achieve the agreed upon participation goals by certified MBE/WBEs. "Best Efforts" on the part of the contractor include:**
 - 1. Entering a contractual relationship with the designated MBE/WBE in a timely manner, and fulfilling all contractual requirements.**
 - 2. Notifying both the certified MBE/WBEs subcontractor and the Authority's AAO of any problems in a timely manner.**
 - 3. Requesting assistance from the AAO in resolving any problems with certified MBE/WBEs.**
 - 4. Making every reasonable effort to assist the certified MBE/WBE in the performance of its contract with the Authority.**

7.3 WILLFUL NON-COMPLIANCE

- A. In cases where the AAO has cause to believe that any Bidder, Proposer, or Contractor has failed to comply with the provisions of these procedures, said officer shall be empowered to conduct an investigation subsequent to written direction of the General Manager of Contracting/Procurement.**
- B. After affording the Bidder, Proposer or Contractor notice and an opportunity to be heard, the AAO will be authorized to recommend sanctions for each violation of these procedures. Such sanctions may include, but are not limited to:**
 - 1. Declare the bid or proposal as non-responsible and the Bidder/Proposer ineligible to receive the award of the contract or any other future contracts.**
 - 2. Suspension from doing business with the Authority for a set period of time.**
 - 3. Debarment.**
 - 4. Withholding of payments under the contract.**
 - 5. Other relief the AAO deems necessary, proper, and in the best interest of the Authority.**

PART VIII: APPEALS

8.1 STANDARDS OF APPEAL: AFTER THE CONTRACT HAS BEEN AWARDED

A Bidder, Proposer, or Contractor may appeal a decision pursuant to any action taken under the provisions of Part VII: Compliance Review, by filing a written grievance with the AAO. An appeal by the Bidder, Proposer or Contractor under this section shall not stay the AAO's finding(s).

8.2 WRITTEN GRIEVANCE

- A.** The grievance shall set forth the reasons supporting it. The grievance shall be filed within ten (10) working days of the date that the finding, recommendation, proposal or other relief becomes effective. Failure to grieve in a timely manner shall be deemed a waiver of said right or breach of the conditions of this policy.
- B.** If a person requests a hearing at the time the grievance is filed, the AAO shall schedule a hearing within seven (7) working days of the date the grievance is filed, unless the person requesting a hearing agrees to a continuance provided it is not contrary to best interest of the Authority to permit the delay. The AAO shall notify in writing, the person filing the grievance, of the date, time and place of the hearing.
- C.** If a hearing is not requested, the AAO shall make a determination and notify the contractor within (7) working days.

8.3 HEARING

Five (5) working days prior to a scheduled hearing, the AAO shall issue and serve a written notice, together with a copy of the grievance as filed, to all persons named in the grievance. Such persons may be required to appear before a hearing panel at the date, time and place specific in the notice.

8.3.1 PANEL

- A.** The Executive Director shall designate a panel of three (3) or more individuals, one (1) of whom will be a member of the Affirmative Action Oversight Committee, to preside at such hearing, and to render a written decision on the grievance.
- B.** A party may request testimony from any person when it is determined that such testimony may assist in the resolution of the grievance. All proceedings will be transcribed and a record shall be maintained.
- C.** Any person or heads of departments named in the grievance may file a written answer to the grievance, and may appear at such hearing in person.
- D.** The panel shall not be bound by the strict rules of evidence prevailing in the courts of law or equity.

8.3.2 TESTIMONY

- A. The testimony taken at the hearing shall be under oath.**
- B. The parties have a right to request that the notes of testimony be transcribed.**
- C. Testimony shall be taken by the panel and the person filing the grievance and person (s) and heads of departments named in the grievance shall be given an opportunity to be heard.**

8.4 DECISION

- A. Within twenty (20) working days after the conclusion of the hearing, the panel shall render a written decision as to the validity of the grievance, as well as an appropriate recommendation.**
- B. A copy of the decision shall be sent by U.S. certified mail, returned receipt requested, to the grievant.**

8.5 EFFECT OF A PENDING DECISION

Pending a decision by the panel, the Philadelphia Housing Authority's Executive Director may stay any action pertaining to the grievance, if such stay is determined to be in the best interest of the Authority.

PART IX: AFFIRMATIVE ACTION OVERSIGHT COMMITTEE

The Philadelphia Housing Authority Board of Commissioners shall appoint an Affirmative Action Oversight Committee to monitor and evaluate the implementation and administration of the Affirmative Action Contract Compliance Program. The Oversight Committee shall have as its membership, at least one (1) member of the Board of Commissioners, Executive Director, General Counsel, and other individuals from the Authority's community at large. The Committee will prepare periodic reports for the Board and address related issues as requested by the Board of Commissioners.

**SCHEDULE OF PARTICIPATION
“CERTIFICATION OF BEST EFFORTS”**

Specification Number: _____

Name of Bidder: _____

MBE/WBE	Detailed Description of Work	M/WBE PARTICIPATION		
		DOLLAR AMOUNT \$	PERCENT	
			MBE%	WBE%
NAME:	<p>YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> Will any of this work be subcontracted by the M/WBE? (See Note #3)</p> <p><input type="checkbox"/> <input type="checkbox"/> Will bidder assist M/WBE with any of this work? (See Note #4)</p>			
ADDRESS:				
PHONE NO:				
IRS ID#:				
CERT. NO.:				
CERT. AGCY:				
NAME:	<p>YES NO</p> <p><input type="checkbox"/> <input type="checkbox"/> Will any of this work be subcontracted by the M/WBE? (See Note#3)</p> <p><input type="checkbox"/> <input type="checkbox"/> Will bidder assist M/WBE with any of this work? (See Note #4)</p>			
ADDRESS:				
PHONE NO.:				
IRS ID#:				
CERT. NO.:				
CERT AGCY:				

DUPLICATE THIS FORM IF YOU ARE LISTING MORE THAN TWO (2) M/WBE SUBCONTRACTORS

PLEASE NOTE:

1. A binding commitment must have been achieved with the M/WBE for the detailed work and dollar amount stated on this form.
2. M/WBE listed above must be certified by a certifying agency in order to be credited towards the required minimum participation goals.
3. If the M/WBE intends to subcontract more than 10% of the work detailed on this form, such subcontractors, description of work, and dollar amount must be listed on a duplicate copy of this form.
4. If the bidder plans to supply the M/WBE with materials, personnel or equipment, such assistance must be listed on this form in the block marked "Detailed Description of work."
5. Any change to this schedule (the named M/WBE, description of work, or dollar amount) must be approved in advance by the Affirmative Action Officer (AAO).

**SCHEDULE OF BINDING COMMITMENTS WITH MINORITY AND WOMEN OWNED BUSINESSES
 "CERTIFICATION OF BEST EFFORTS"**

Specification Number: _____

Name of Bidder: _____

NAME OF CERTIFIED MINORITY/WOMEN OWNED FIRMS* (INCLUDE CONTRACTING AGENT'S NAME)	TYPE OF CONTRACT WORK SPECIFY CONSTRUCTION, INSTALLATION, SUPPLY, ETC.	TOTAL DOLLAR AMOUNT OF PARTICIPATION	PERCENTAGE OF TOTAL PARTICIPATION	
			MINORITY OWNED BUSINESSES	WOMEN OWNED BUSINESSES

***Bidder's are hereby notified that all firms listed above will be contacted to verify their level of participation.**

Signature: _____

Name: _____

Title: _____

DOCUMENTATION OF BEST EFFORTS

Specification

Number: _____

Name

of Bidder: _____

**CERTIFIED MINORITY/WOMEN OWNED BUSINESSES
UNAVAILABLE TO PARTICIPATE IN THE CONTRACT.**

List below the name of all certified minority/women owned businesses whose interest in the contract were solicited, but who were unavailable to work on this project or were unable to prepare a quote. State the reasons for the unavailability of certified minority/women owned businesses. In order to facilitate verification and avoid delays in contract awards, it is requested that each business listed below be identified on the "Affidavit of Unavailability of Certified Minority/Women Owned Businesses" (Page K-28).

INFORMATION AND ASSISTANCE PROVIDED TO CERTIFIED MINORITY/WOMEN OWNED BUSINESSES.

Include names and addresses of all certified minority/women owned businesses that you provided with plans, specifications, and requirements of the contract. Detail all assistance you provided to interested certified minority/women owned businesses and all your efforts at negotiation for specific sub-bids, and include any advertisements soliciting their participation.

I do hereby attest that I have exerted best efforts, but have been unable to obtain the required minimum participation goals for the following reason: *

Company Name

Specification Number

Name (Signature)

Title

***You may attach supplemental pages and documentation if necessary.**

**8 AFFIDAVIT OF UNAVAILABILITY OF CERTIFIED
MINORITY/WOMEN OWNED BUSINESSES**

**Specification
Number: _____**

**Name
of Bidder: _____**

I, _____, do hereby attest that

I was offered an opportunity to bid on the contract for:

(Description of Contract)

by _____
(Name of Prime Bidder)

but was unavailable to participate/unable to prepare a quote (strike inappropriate phrase) for the following reasons:*

Name of Certified Minority/Women Owned Business

Address and Phone Number

Signature of Principal of Certified Minority/Women
Owned Business

Title

Certifying Agency and Number

*You may attach supplemental pages and documentation if necessary.

GUIDELINES FOR JOINT VENTURING

BETWEEN A PRIME CONTRACTOR AND A CERTIFIED MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE

If a Prime Contractor has made arrangements to enter into a joint venture partnership with either a certified MBE or WBE, the following criteria must be met in order to receive credit towards the minimum participation goals (MPGs):

- A. The MBE/WBE partner(s) must be certified by a governmental entity authorized by law to certify such enterprises prior to bid/proposal submittals.
- B. The MBE/WBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own work force, a portion of the on-site work, and administrative responsibilities such as bidding, planning, staffing and daily management.
- C. The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests).
- D. If the certified partner(s) is a MBE, its participation may be credited to the extent of the partner's ownership interest in the joint venture. However, it will still be required to meet the WBE goal or vice versa.

9 JOINT VENTURE QUESTIONNAIRE

If you intend to receive credit towards the minimum participation goals (MPGs) by entering into a joint venture partnership with a certified MBE/WBE, you must complete this questionnaire and submit it along with your bid/proposal.

1. NAME OF THE JOINT VENTURE _____

2. ADDRESS OF THE JOINT VENTURE _____

3. TELEPHONE NUMBER () _____

4. CONTACT PERSON & TITLE _____

5. IDENTIFY BELOW ALL OF THE FIRMS WHICH COMPRISE THE JOINT VENTURE PARTNERSHIP(S). IDENTIFY WHETHER THE FIRM IS A CERTIFIED MBE/WBE. INCLUDE CERTIFICATION NUMBER AND AGENCY WHERE APPLICABLE, AND INDICATE THE PERCENTAGE OF JOINT OWNERSHIP INTEREST.

NAME:

ADDRESS:

TELEPHONE NUMBER:

MBE _____ WBE _____

IRS ID#

CERTIFICATION NUMBER:

PERCENTAGE
OF OWNERSHIP _____

CERTIFYING AGENCY:

NAME:

ADDRESS:

TELEPHONE NUMBER:

MBE _____ WBE _____

IRS ID#

CERTIFICATION NUMBER:

**PERCENTAGE
OF OWNERSHIP _____**

CERTIFYING AGENCY:

NAME:

ADDRESS:

TELEPHONE NUMBER:

MBE _____ WBE _____

IRS ID#

CERTIFICATION NUMBER:

**PERCENTAGE
OF OWNERSHIP _____**

CERTIFYING AGENCY:

- 6. DESCRIBE, IN DETAIL, THE BUSINESS PURPOSE OF THE JOINT VENTURE PARTNERSHIP AND THE ROLE OF EACH FIRM IN THE JOINT VENTURE. INCLUDE INFORMATION REGARDING DAILY MANAGEMENT, BIDDING, PLANNING, ON-SITE WORK, AND STAFFING. ATTACH SUPPLEMENTAL PAGES IF NECESSARY.**
-
-

- 7. ATTACH A COPY OF THE JOINT VENTURE AGREEMENT.**

Any changes to the joint venture agreement attached hereto or to this questionnaire, including changes in any of the arrangements described herein, must be approved in advance by the Authority's Affirmative Action Officer.

Each undersigned does hereby attest that the foregoing statements are true and correct.

NAME OF FIRM

NAME OF FIRM

**SIGNATURE OF FIRM'S
AUTHORIZED AGENT**

**SIGNATURE OF FIRM'S
AUTHORIZED AGENT**

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE



SECTION 3 POLICIES AND FORMS

REVISED APRIL 2012



INTRODUCTION

This Policy Statement and Forms Package:

- Sets forth the policy, goals, and preferences of the Philadelphia Housing Authority (“PHA”) in the administration of its Section 3 program, which is intended to ensure that employment and other economic opportunities generated by certain financial assistance provided by the U.S. Department of Housing and Urban Development (“HUD”) shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, and to business concerns which provide economic opportunities to low- and very low-income persons;
- Summarizes the standards and procedures to be followed to ensure that the objectives of Section 3 are met that are set out in 24 C.F.R Part 135;
- Provides the guidelines for contractors to follow; and
- Contains forms for contractors to demonstrate compliance.

Special emphasis is given to hiring residents of PHA communities. The requirements and forms follow.

For more information visit HUD’s website at:

<http://www.hud.gov/section3>

or visit PHA’s website at:

<http://www.pha.phila.gov/section3jobs>

Educational workshops for residents, vendors and prospective businesses are available. Workshops include Section 3 Policies and Procedures, as well as Contracting Process review. Sessions and times can be found at:

<http://www.pha.phila.gov/business-opportunities.aspx>



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STATEMENT OF PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.” Section 915 of the Housing and Community Development Act of 1992 sets forth:

- The types of HUD financial assistance, activities, and recipients subject to the requirements of Section 3;
- The specific individuals and business concerns who are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- The priority in which individuals and businesses should be recruited and solicited for employment and other economic opportunities generated from HUD-assisted activities.

The HUD regulations at 24 C.F.R Part 135 set forth the requirements of the Section 3 program. The PHA’s Section 3 policy is explained in this Policy. The PHA’s Section 3 procedures and policies may be amended periodically by the Executive Director or his/her designee to insure that the policy requirements are being met or to bring about efficiencies in the implementation of the program based on practice and experience.

DEFINITIONS

The applicable definitions for PHA's Section 3 program are the same as those set out in HUD's regulations at 24 C.F.R. 135. Some of the more relevant terms considered in PHA's administration of the policy are:

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE. All employment opportunities generated by the expenditure of Section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in 24 C.F.R. § 135.3(a)(1)).

COMMUNITY. Area within one-half (1/2) mile radius of propose Section 3 Covered Activity.

HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE. Any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Developments Act of 1974, as amended. Housing and Community Development Assistance does not include financial assistance provided through a contract of insurance or guaranty.

NEW HIRES. Full-time employees hired for permanent, temporary, or seasonal employment opportunities. Building trades personnel are new hires at the start of each construction project.

OTHER HUD PROGRAMS. HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for Section 3 Covered Projects.

PHA PRE-APPRENTICESHIP PROGRAM Program sponsored by PHA in which its residents participate in union-exam preparation course in construction skills.

RESIDENT OWNED BUSINESS (ROB). A business concern (a) at least 51% owned by one or more public housing residents; and (b) whose management and daily business operations are controlled by one or more such individuals.

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 Section 3 Business Concern is 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:

1. That is fifty-one (51 % or more owned by Section 3 Residents; or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or within three years of the date of first

employment with the business concern were Section 3 Residents; or

3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “Section 3 Business Concern.”

SECTION 3 CLAUSE. The contract provisions set forth in 24 C.F.R § 135.38.

SECTION 3 COVERED ACTIVITY. Any activity which is funded by Section 3 Covered Assistance including public a housing assistance.

SECTION 3 COVERED ASSISTANCE.

- Public and Indian housing development assistance provided pursuant to Sections 5, 9, and/or 14 of the 1937 Act;
- Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - (ii) Housing construction; or
 - (iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

SECTION 3 COVERED CONTRACT. 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 System (see 48 C.F.R. Chapter 1). “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. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

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 JOINT VENTURE. An association of business concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:

(i) is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) performs at least 25% of the work and is contractually entitled to compensation proportionate to its work.

SECTION 3 RESIDENT.

(1) A public housing resident; or

(2) An individual who resides in Philadelphia County and who is:

(i) A low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. § 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean 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 per centum of the median for the area (“AMT”) on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. § 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes 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 per centum 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) A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

GOAL STATEMENT

The numerical goals established in this section represent minimum numerical targets.

It is the PHA's policy to achieve Section 3 goals by providing opportunities in one or more of the following areas:

TRAINING AND EMPLOYMENT. The numerical goal set forth below apply to new hires, and economic opportunity levels for Section 3 residents. The numerical goals reflect the aggregate hires. Efforts to employ Section 3 Residents, to the greatest extent feasible, should be made at all job levels.

- (1) Numerical goals for Section 3 Covered Public and Indian Housing programs. PHA contractors and subcontractors may demonstrate compliance with this part by committing to employ Section 3 Residents as 30% of the aggregate number of New Hires, and;
- (2) For construction contracts and assignments that are site based or Community specific, PHA contractors and subcontracts, will demonstrate compliance by ensuring that 50% of all Section 3 New Hires are residents of the Community, and;
- (3) For construction contracts and assignments, PHA contractors and subcontracts, will demonstrate compliance by ensuring that 20% of all contract wages are paid committed to employ Section 3 Residents working on Section 3 Covered Activity.

CONTRACTS. The numerical goals set forth below apply to contracts awarded in connection with all Section 3 Covered Projects and Section 3 Covered Activities. PHA and each of its contractors and subcontractors may demonstrate compliance with the requirements of this part by committing to award to Section 3 Business Concerns:

- (1) At least 10% of the total dollar amount of all Section 3 Covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least 3% of the total dollar amount of all other Section 3 Covered Contracts.

PHA or its contractor may contract directly with a Section 3 Business Concern or contract with contractors that subcontract to a Section 3 Business Concern. In either case, PHA's preference is to give priority to business concerns that employ PHA residents from the property in which the work is being performed.

OTHER ECONOMIC OPPORTUNITIES

Firms may provide other economic opportunities or make cash contributions to train and employ Section 3 Residents or to contribute to a Section 3 compliance fund which provides other economic opportunities. PHA has established the following minimum threshold requirements for contribution to funds that provide other economic opportunities:

1. For trade, construction and rehabilitation work, the “value” of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications to price;
2. For other types of contracts, including service contracts, the “value” of the other economic opportunity must equal or exceed 3% of the total contract amount plus any modifications to price.

Refer to page 15 for additional details of Other Economic Opportunities



PHA PREFERENCE TIERS

For training and employment opportunities:

(a) Order of providing preference. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) Public and Indian housing programs. In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the Section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the Section 3 covered housing assistance (category 2 residents);

(iii) Participants in DOL Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the Section 3 covered assistance is expended (category 3 residents);

(iv) Other Section 3 residents of Philadelphia.

For contracts:

(a) Order of providing preference. Recipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in paragraph (a) of this section.

(1) Public and Indian housing programs. In public and Indian housing programs, efforts shall be directed to award contracts to Section 3 Business Concerns in the following order of priority:

(i) Business concerns that are 51% or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30% of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51% or more owned by residents of other housing developments or developments managed by the HA that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30% of these persons as employees (category 2 businesses); or

(iii) Business concerns that are 51% or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 3 businesses), or that subcontract in excess of 25% of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

PHA's preference is to ensure that as many PHA residents as possible are employed. In an effort to further that goal, PHA has created the following preference tier structure to assist it in evaluating Section 3 performance.

Vendors demonstrating Section 3 compliance or planned compliance at the contract bid process will be allocated additional Section 3 points, and therefore a potential higher overall score than those not in compliance. As such, we strongly encourage all contractors to comply with the highest Tier by hiring PHA Section 3 Residents at the site where work is being performed.

If the contractor demonstrates to PHA's satisfaction the inability to hire at the site, PHA's next preference is for the contractor to hire residents from other PHA properties. If the contractor cannot meet its Section 3 goal in this manner and needs to move to lower tiers, that contractor must document this inability to comply with the preference and the need to move to another tier.

TIER I

The contractor can meet Tier I status by:

- (1) Hiring Section 3 PHA Residents from the site where services are to be performed;
- (2) Hiring Section 3 PHA Residents from another PHA subsidized property;
- (3) Hiring non-PHA Section 3 Residents from the PHA Pre-Apprentice Program or DOL Youthbuild Program; or
- (4) Hiring non-PHA Section 3 Residents from Philadelphia County.

TIER II

If the contractor cannot meet Tier I, it may meet Tier II by:

- (1) Contracting directly with a Resident Owned Business whose full-time, permanent workforce or a Section 3 Business Concern of which the full-time, permanent workforce includes persons, at least 30% of whom are PHA residents from the site where the work is being performed;
- (2) Contracting directly with any other Section 3 business whose full-time, permanent workforce includes at least 30% PHA residents from the site where the work is being performed;
- (3) Contracting directly with a Resident Owned Business whose full-time, permanent workforce includes at least 30% PHA residents from other PHA properties;
- (4) Contracting directly with a Section 3 business concern that is 51% or more owned by Section 3 Residents and whose full-time, permanent work force includes persons, at least 30% of whom are PHA residents from other PHA properties;

- (5) Contracting directly with a Section 3 business concern whose full-time, permanent workforce includes persons, at least 30% of whom are PHA residents from other PHA properties;
- (6) Contracting directly with a Resident Owned Business whose full-time, permanent workforce includes persons, at least 30% of whom are Section 3 Residents;
- (7) Contracting directly with a Section 3 business concern owned by Section 3 Residents whose full-time, permanent workforce includes persons, at least 30% of whom are Section 3 Residents;
- (8) Contracting directly with other Section 3 business concerns whose full-time, permanent workforce includes persons, at least of 30% of whom are Section 3 Residents;
- (9) Contracting directly with a Resident Owned Business regardless of the number of Section 3 Residents employed;
- (10) Contracting directly with a Section 3 business concern which is majority owned by Section 3 Residents;
- (11) Subcontracting with Section 3 business concern that involves the PHA Pre-Apprentice or DOL Youthbuild Program;
- (12) Using a Section 3 business concern that meets Section 3 requirements as a subcontractor(s) dollar value for a minimum of 25%; or
- (13) Forming a Section 3 Joint Venture.

TIER III

If the Contractor cannot comply with Tier I or II, it may provide other economic opportunities to train and employ Section 3 Residents or to contribute to a fund which provides other economic opportunities. The PHA has established the following minimum threshold requirements for contribution to the fund that provides other economic opportunities:

For trade, construction and rehabilitation work, the “value” of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;

For other types of contracts, including service contracts, the “value” of the other economic opportunity must equal or exceed 3% of the total contract amount plus any modifications.

Refer to page 15 for additional details of Other Economic Opportunities

SECTION 3 COMPLIANCE REQUIREMENTS

I. HIRING

A. Background

The Section 3 regulations provide that contractors and subcontractors demonstrate compliance by employing Section 3 Residents as 30% of the aggregate number of new hires.

New hires are defined as full-time employees hired for permanent, temporary, or seasonal employment. Building trades personnel are considered to be new hires at the start of each construction project.

A contractor is required to hire only when a new hire is needed to perform the work. If no new hires are needed, vendors must pursue other avenues of compliance as set forth in PHA's preference tier structure. Additionally, PHA also has an overall employment goal that 30% of all new hire hours be assigned to Section 3 residents. Contractors should give serious consideration to hiring Section 3 Residents for work on other than Section 3 Covered Projects.

The Section 3 Regulations, at 24 C.F.R Part 135, require that, in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 Residents in the following order of priority:

1. Residents of the development or developments where the covered assistance is expended.
2. Residents of other developments managed by PHA.
3. Participants in PHA's Preapprentice Program or DOL's Youthbuild Program in Philadelphia.
4. All other low- and very low-income persons within Philadelphia County.

In situations where a new hire is needed, a contractor will not be required to hire persons who are not qualified. If a new hire is needed and a Section 3 Resident is identified, that Section 3 Resident will be required to submit evidence of Section 3 status to PHA, contractor or subcontractor, through the use of **Form 6- Certification For Resident Seeking Section 3 Preference In Training and Employment.**

PHA requires a preference for hiring from the development where work is

being performed. However, PHA will not require a vendor to hire from the development at the work site if:

- a) A pre-identified list of Section 3 Residents from a job site contains no persons qualified to perform the work. Qualified residents from other developments shall then be considered.
- b) The contractor's workforce is adequate to do the job and no new hiring is needed.

B. Compliance

As part of each bid or proposal submitted, the respondent must document their workforce by position and trade. Such information will be reviewed as part of all bid proposals, and then verified at the commencement of the contract or task order. PHA will conduct periodic quality assurance checks to verify continued compliance.

Contractors will be required to submit documentation in the form of FTE/Section 3 certified payroll form submitted monthly that clearly identify the Section 3 hires, hours, and positions.

Contractors must comply with the Section 3 requirement throughout the life of the contract. PHA will periodically audit this information and failure to comply with the monthly submittal of the FTE/Section 3 certified payroll form shall result in the delay of payment.

PHA residents regardless of their income are considered Section 3 Residents. Contractors employing PHA residents must retain documentation that demonstrates any PHA residents hired to meet Section 3 employment goals are:

- a) identified on the lease of the household; and
- b) able to provide to the contractor or subcontractor the client number for the household where PHA residency is claimed. This client number must appear on forms submitted by the vendor to verify a Section 3 hire.

If a Section 3 Resident is employed for less than the duration of the job commitment contractors must ensure that the overall economic opportunity thresholds are met, at the following amounts:

- a) 5% of the actual contract amount if a construction contract (3% for non-construction) is allocated toward economic development and opportunity, through direct employment, or

other qualifying commitments (**Refer to Page 15 for additional details of Other Economic Opportunities**).

Non-PHA households claiming Section 3 status must be prepared to submit evidence of income and residency in Philadelphia County at the time of hire. As part of the Section 3 compliance process, vendors will be required to document that employees hired meet the residency and income requirements through the use of the Resident Affidavit (Form 6).

II. CONTRACTING

A. Background

The Section 3 regulations, at 24 C.F.R Part 135, provide that the PHA, its contractors and subcontractors must demonstrate compliance by awarding contracts to Section 3 business concerns or to persons who contract with those firms.

PHA's contracting goals require that Section 3 firms receive at least:

- a) 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or building trades work arising in connection with housing rehabilitation, housing construction and other public construction; or
- b) 3% of the total dollar amount of all other Section 3 covered contracts.

Goals apply to the entire amount of Section 3 covered assistance awarded to PHA in any calendar year, January 1st to December 31st. PHA's goals apply to the total dollar amount of each contract, task order, or purchase order.

PHA is required to ensure that contracts awarded to contractors that provide training or hiring do provide training, employment and contracting opportunities to Section 3 Residents and Section 3 Business Concerns.

Efforts shall be directed to award contracts to Section 3 business concerns in the Tiers discussed in the preceding pages.

All recipients of contracts must participate in an annual Section 3 training event held by PHA. This training event is to present compliance requirements by all contractors. A principal, officer, or Section 3 compliance officer must attend on the behalf of the contractor.

B. Compliance

Business Concerns claiming Section 3 status based on ownership and workforce or only on workforce must meet that status at the time the bid or proposal is submitted to PHA, and shall be required to provide evidence of that status.

Anyone claiming to be a Section 3 Resident or business concern shall be required to provide evidence of that status.

A business concern need not hire Section 3 Residents to be considered a Section 3 business if:

- a) the business concern is 51% or more owned by a Section 3 Resident; or
- b) the business concern's workforce consists of sufficient numbers of Section 3 Residents to qualify the vendor as a Section 3 business (30% or more of the full time, permanent workforce consists of Section 3 Residents, or persons who were Section 3 Residents within 3 years of first employment); or
- c) the business concern subcontracts more than 25% of the contract amount to Section 3 business concerns.

After award of a contract, if a business concern must hire to maintain the Section 3 workforce percentage, new hiring efforts must be made in accordance with the PHA preference tier for hiring (shown previously in Tier I).

If a business concern claims Section 3 status by virtue of workforce composition, documentation of the 30% workforce requirement must be submitted to the PHA as part of the response to the bid, quote, or proposal. Further, the firm must maintain the Section 3 workforce percentage throughout the life of the contract. Workforce composition is subject to audit by PHA.

A business concern (including joint-ventures) seeking to qualify for a Section 3 preference shall certify and submit evidence that they are entitled to the applicable Section 3 preference and that they are a Section 3 business concern as defined in 24 C.F.R, Part 135. Prime or subcontractors must submit documentation (including work force composition data) as part of any bid, quote, or proposal submitted to the PHA. Additional documentation is required for joint-ventures.

Firms that claim Section 3 business status by subcontracting to other Section 3 businesses must require that the subcontractor(s) provide ownership or workforce documentation as applicable. The prime contractors must keep

such records on file and available for review by the PHA. Such documentation must also be submitted as part of any bid, quote or proposal.

Subcontractors identified by any prime contractor claiming Section 3 status must be a Section 3 business by ownership and/or workforce as defined in this policy. Subcontractors used by prime contractors to comply cannot claim Section 3 status by further subcontracting.

To meet Section 3 contracting goals, PHA is permitted to contract with an association of firms at least one of which meets the PHA's definition of a Section 3 Business Concern. Compliance requirements for joint-ventures are discussed below.

Joint-ventures are subject to the following documentation requirements:

1. The joint-venture agreement must be in writing and must be submitted as part of the response to any bid or proposal solicited by the PHA. In order for PHA to evaluate the "adequacy" and "capacity", the agreement must describe in sufficient detail the area(s) of work assigned to each member of the joint-venture.
2. The joint-venture agreement must reference a completed and fully executed joint venture certification, as provided by the PHA, which must also be attached to the joint venture agreement as an exhibit.
3. PHA requires that the Section 3 joint-venture partner is a bona-fide Section 3 business, therefore the joint-venture shall provide documentation that shows that the Section 3 partner meets the ownership and workforce, or workforce requirements established in this policy. Section 3 joint-venture partners cannot use subcontracting to establish their status as a Section 3 business concern.
4. Section 3 requires that the joint-venture partner be responsible for a clearly defined portion of the work. Proposals or bids must specify the labor hours assigned to and the compensation to be received by the Section 3 joint-venture firm.
5. Section 3 firms in the joint-venture must be qualified to perform the scope of work and have the capacity to complete the work assigned under the joint-venture agreement (see item b above).

III. OTHER ECONOMIC OPPORTUNITIES IN LIEU OF TIERS I AND II

If a contractor cannot meet requirements of Tier I or II, it may provide other opportunities.

A. Contract Values

For contracts or purchase orders valued at \$100,000 or more, other economic opportunities may only be used where a vendor cannot comply with the hiring or subcontracting goals set forth in the Preference Tier structure. For contracts valued under \$100,000, other economic opportunities may be used at any time. For such contracts valued under \$100,000, firms may still comply by hiring or subcontracting but are not required to propose these options or provide the reasons why they cannot hire or contract to meet the Section 3 requirements.

B. Economic Opportunities:

1. **Internships** – the vendor may provide youth and/or adult internship or externship opportunities for PHA residents. The value of the internship or externship must equal or exceed the threshold requirements established in **C.** below.
2. **Part-Time Employment** - vendors may provide part-time work for PHA residents. The hours of part-time work when converted to dollars must equal or exceed the threshold requirements established in **C.** below.
3. **Training Related** – vendors may provide paid training opportunities for PHA residents (especially on-the-job training). Opportunities should fall under one or more of the following categories:
 - (a) Life skills/job-based skills - budgeting, resume writing, interview techniques, etc.;
 - (b) Employment skills – applied training such as forklift operation or truck driving training;
 - (c) Business development – entrepreneurship and small business training skills.
4. **Scholarships for PHA residents** -- the vendor may contribute to a PHA Resident Scholarship fund. The funds will be provided to schools, institutes, etc. via a third party to provide scholarships exclusively for PHA residents.

5. **Daycare/Transportation** to support PHA residents who are working or are in training or education programs -- the vendor may contribute to the daycare/transportation fund. The funds will be used to pay day care providers or provide SEPTA cards or stipends exclusively for PHA residents. The daycare/transportation fund will be administered by a third party service provider under a cooperative agreement with the PHA.
6. **Community-based contribution** – such as the “WorkReady Philadelphia” program.
7. **PHA Capital fund contribution** – contribution towards the PHA Capital fund.

C. Threshold requirements for other economic opportunities:

PHA has established the following minimum threshold requirements for use of other economic opportunities:

1. For trade, construction and rehabilitation work the “value” of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;
2. For other types of contracts, including service contracts, the “value” of the other economic opportunity must equal or exceed 3% of the total contract amount plus any modifications

IV. BID OR PROPOSAL EVALUATION

Vendors who fail to address Section 3 requirements may be deemed nonresponsive. To avoid being nonresponsive, the proposal or bid documents submitted to the PHA must include the Contractor’s Affidavit and Compliance Commitment, and all applicable attachments and supporting documentation, supporting claims of compliance by hiring, contracting, or other economic opportunities, in the proposal or bid documents submitted to the PHA.

A vendor who fails to address Section 3 requirements sufficiently may receive a written notice from the PHA specifying the defects in the Section 3 information. Vendors receiving such notice will be given no more than 5 business days to address the deficiencies and provide all required documents. Failure to respond within the 5 days will result in PHA declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score. Where the selection is qualifications based procurement, PHA will award to the firm that is the next highest ranked.



In evaluating proposals, PHA will give credit to firms that employ Section 3 Residents that are not new hires and that will be assigned to the Section 3 Covered Project for which the proposal is submitted.

PHILADELPHIA HOUSING AUTHORITY

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)

IMPORTANT NOTICE TO ALL RESPONDANTS

Please review and complete the following Section 3 documents and include them in the response. Proposals that qualify for Section 3 participation, but lack the completed Section 3 forms and plans ***will be deemed non-responsive and will not be considered for award.***

If you have any questions regarding Section 3, please contact the Sourcing Manager responsible for this solicitation or go to:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

APPENDIX A

SUGGESTED EXAMPLES OF EFFORTS TOWARDS SECTION 3 COMPLIANCE

Following are acceptable methods that, when documented, assist in compliance with Section 3:

1. Consulting with State and local agencies administering training programs, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for a contractor's or subcontractor's training and employment positions.
2. Advertising the jobs to be filled through the local media.
3. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably a Section 3 Business Concern) that will undertake efforts to match eligible and qualified Section 3 Residents with the training and employment positions that he contractor intends to fill.
4. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public housing residents and other Section 3 Residents in the building trades.
5. 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 about the application process) to housing developments where category 1 or category 2 persons reside.
6. Entering into "first source" hiring agreements with organizations representing Section 3 Residents.
7. Contacting resident council, resident management corporations, or other resident organizations, where they exist, in the housing developments where low income persons reside, to request the assistance of those organizations in notifying residents of the training and employment positions to be filled.
8. Sponsoring a job information meeting to be conducted at a location in the housing developments where low income persons reside or in the neighborhood or service area of the Section 3 covered project.
9. Arranging assistance in conduction job interviews and completing job applications for residents of the housing developments where low income persons reside and in the neighborhood or service area in which a Section 3 project is located.
10. Arranging for a location in the housing developments where low income persons reside, or the neighborhood or service area of the project, where job applications may be delivered and collected or where job interview can be conducted.

11. Where there are more qualified Section 3 Residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.
12. Undertaking continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.

APPENDIX B
EFFORTS TO AWARD CONTACTS TO SECTION 3 BUSINESS CONCERNS THAT
DEMONSTRATE COMPLIANCE WITH THE “GREATEST EXTENT FEASIBLE”
REQUIREMENTS OF SECTION 3

1. In determining that responsibility of potential subcontractors, consider their record of Section 3 compliance as evidence by past actions and their current plans for the pending subcontract.
2. Contacting business assistance agencies, minority contractors’ associations and community organizations to inform them of contracting opportunities and request their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
3. Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitation or request for proposals.
4. Following up with Section 3 Business Concerns that have expired interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
5. Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.
6. Advising Section 3 Business Concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
7. Arranging solicitations, times for presentations of subcontract bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.
8. Where appropriate, breaking out subcontract work items into economically feasible units to facilitate participation by Section 3 Business Concern.
9. Advertising subcontracting opportunities through trade association papers and newsletters, and through other local media, such as newspapers of general circulation.
10. Developing a list of eligible Section 3 Business Concerns.

APPENDIX C:

GUIDE TO FORMS AND DOCUMENTS REQUIRED FOR SECTION 3 COMMITMENTS AND AMENDED COMMITMENTS

INSTRUCTIONS: This Guide indicates which forms must be completed for your Section 3 commitment. Which forms you need to fill out will depend on the type of commitment selected. Section 3 forms can be found in Appendix E.

FOR VENDORS THAT QUALIFY AS A SECTION 3 BUSINESS CONCERN

For a business where ownership of the business is 51% or more owned by Section 3 residents:

- Section 3 Vendor Commitment (Form – 1)
- Section 3 Business Concern Certification (Form – 5)
- Section 3 Business Concern Verification Affidavit (Form – 5A)
- Section 3 Resident Owned Business Ownership Profile (Form – 5B)
- Section 3 Residency Self-Certification Form (Form – 6) (should be completed by all Section 3 Resident Owners with a copy of photo identification)
- Section 3 Resident Verification Affidavit (Form – 6A)

For a business with full time workforce of 30% or more Section 3 Residents:

- Section 3 Vendor Commitment (Form – 1)
- List of All Existing Full Time Employees (Form – 2)
- Section 3 Business Concern Certification (Form – 5)
- Section 3 Business Concern Verification Affidavit (Form – 5A)
- Section 3 Residency Self-Certification Form (Form – 6) (should be completed by all Section 3 Residents with a copy of photo identification)
- Section 3 Resident Verification Affidavit (Form – 6A)
- New Hire Plan (Form – 3) (Optional)

For a business that will subcontract over 25% of the contract dollar award to Section 3 business concerns:

- Section 3 Vendor Commitment (Form - 1)
- Subcontractor Use Plan (Form - 4)
- Section 3 Business Concern Certification (Form - 5)
- Section 3 Business Concern Verification Affidavit (Form - 5A)

FOR VENDORS WHO ARE NOT SECTION 3 BUSINESS CONCERNS: HIRING AND CONTRACTING COMMITMENTS

Hiring Section 3 Residents:

- Section 3 Vendor Commitment (Form – 1)
- New Hire Plan (Form – 3)

Employing Section 3 Business Concern(s):

- Section 3 Vendor Commitment (Form – 1)
- Subcontractor Use Plan (Form – 4)

**FOR VENDORS WHO ARE NOT SECTION 3 BUSINESS CONCERNS:
OTHER ECONOMIC OPPORTUNITY COMMITMENTS, INCLUDING TRAINING AND
SCHOLARSHIPS**

Scholarship or Other Economic Opportunities:

- Section 3 Vendor Commitment (Form – 1)

Training PHA and Non-PHA Section 3 Residents:

- Section 3 Vendor Commitment (Form – 1)
- Curriculum Approved by the PHA Section 3 Program that includes trainer curriculum vitae or resumes

APPENDIX D:

POST AWARD GUIDE TO COMPLIANCE FORMS AND REPORTING INFORMATION

INSTRUCTIONS: This Guide is for vendors who have been awarded a contract with PHA. The guide contains compliance forms and reporting information required from vendors during the contract term. Section 3 forms can be found in Appendix E and online at www.pha.phila.gov under “Business Opportunities/Contractors and Vendors.”

POST AWARD FORMS THAT MUST BE COMPLETED BY VENDOR:

FOR NON-SECTION 3 BUSINESS CONCERNS:

HIRING AND CONTRACTING COMMITMENTS

If hiring Section 3 Resident Employees:

- Section 3 Job Bank Description Form (Form – 7) *(should be completed as soon as the contract is awarded and also as hiring opportunities become available)*
- Section 3 Residency Self-Certification Form (Form – 6) *(should be completed at the time of hire by all Section 3 Resident employees with a copy of photo identification)*
- New Hire Employee Report (Form – 3A) *(to be completed for all quarterly reports)*

If hiring/subcontracting with a Section 3 Business Concern(s):

TO BE COMPLETED BY VENDOR:

- Section 3 Business Concern Verification Affidavit (Form – 5A) *(must be completed for each Section 3 business concern subcontractor as soon as PHA debarment review is completed)*
- Subcontractor Activity Report (Form – 4A) *(must be completed for all quarterly reports)*

TO BE COMPLETED BY THE SECTION 3 BUSINESS CONCERN SUBCONTRACTOR *(forms must be submitted Section 3 business concern(s) as soon as PHA debarment review is completed):*

- Section 3 Business Concern Certification (Form – 5) **AND**

If Ownership is 51% or more owned by Section 3 Residents:

- Section 3 Resident Owned Business Ownership Profile (Form – 5B)
- Section 3 Residency Self-Certification Form (Form – 6) *(should be completed by all Section 3 Resident Owners with a copy of photo identification)*
- Section 3 Resident Verification Affidavit (Form – 6A)

If business has a full time workforce of 30% or more Section 3 Residents:

- List of All Existing Full Time Employees (Form – 2)
- Section 3 Residency Self-Certification Form (Form – 6) *(should be completed by all Section 3 Residents with a copy of photo identification)*
- Section 3 Resident Verification Affidavit (Form – 6A)

If business will subcontract over 25% of contract dollar award to Section 3 business concerns

- Section 3 Business Concern Verification Affidavit (Form - 5A) *(must be completed for each Section 3 business concern subcontractor as soon as PHA debarment review is completed)*
- Subcontractor Activity Report (Form – 4A) *(must be completed for all quarterly reports)* **AND**

- If Ownership is 51% or more owned by Section 3 Residents:*
 - Section 3 Resident Owned Business Ownership Profile (Form – 5B)
 - Section 3 Residency Self-Certification Form (Form – 6) *(should be completed by all Section 3 Resident Owners with a copy of photo identification)*
 - Section 3 Resident Verification Affidavit (Form – 6A) **OR**
- If business has a full time workforce of 30% or more Section 3 Residents:*
 - List of All Existing Full Time Employees (Form – 2)
 - Section 3 Residency Self-Certification Form (Form – 6) *(should be completed by all Section 3 Residents with a copy of photo identification)*
 - Section 3 Resident Verification Affidavit (Form – 6A)

FOR SECTION 3 BUSINESS CONCERNS

If 30% or more of the business full time workforce is Section 3 residents:

- Section 3 Residency Self-Certification Form (Form – 6) *(should be completed by all Section 3 Resident Owners with a copy of photo identification if new hires are made)*
- New Hire Employee Report (Form – 3A) *(must be completed for all quarterly reports)*

If subcontracting to Section 3 business concern:

- Subcontractor Activity Report (Form – 4A) *(must be completed for all quarterly reports)*

VENDOR QUARTERLY COMPLIANCE REPORT

All vendors are required to file quarterly compliance reports throughout the calendar year. If a contract expires, or is terminated, the contractor is expected to submit all outstanding Section 3 compliance reports and may have final payment withheld until the report is completed. Filing deadlines and the link to submit the online report can be found at www.pha.phila.gov.

INFORMATION REQUIRED FOR HIRING REPORT:

- Contractor/Sub Contractor Name(s) (If applicable)
- Whether the Contractor/Subcontractor is Section 3 Business Concern
- New Hire Information for all new hires, including non-Section 3 residents
 - Employee Name
 - Last 4 digits of SS#
 - Date of Birth
 - Whether hire is a Section 3 Resident
 - Completed Section 3 Residency Form 6 (to be completed by the Section 3 Resident) with photocopy of picture identification (e.g. driver’s license or passport)
 - Hire and Termination Start Date(s)
 - Whether a Section 3 Complaint Register Form was Given to the Section 3 Resident
- Which attempts were used to recruit low-income residents and Section 3 Business Concerns: local advertising media, signs displayed prominently at the work site, contact community organizations or public and private agencies in Philadelphia
- Whether other efforts were made to direct the employment and

other economic opportunities generated by HUD financial assistance for housing and community development programs

INFORMATION REQUIRED FOR SCHOLARSHIP CONTRIBUTION REPORT

- Proof of scholarship contribution payment(s)
- Payment can be made to “PhillySEEDS.” The contract # must be on the memo of the check, or cover letter. Payment mailing address:

Jennifer Hightower
Treasurer - PhillySeeds
1800 S. 32th Street
Philadelphia, PA 19145

INFORMATION REQUIRED FOR TRAINING AND INTERNSHIPS REPORTS

- Location of Training or Internship
- Start/End Dates
- Names of Participating Section 3 Residents
- Completed Form 6 (to be signed by Section 3 resident) and/or proof Section 3 residents attended and were recruited
- Type of Certificate Awarded (If applicable)
- Sign-in Sheet/Attendance Record(s) with PHA Client Numbers from each attendee, trainer name, training location, date, and course name and description
- Which attempts were used to recruit low-income residents: local advertising media, signs displayed prominently at the work site, contact community organizations or public and private agencies in Philadelphia
- Whether the contractor participated in a HUD program or other program which promotes the training or employment of Section 3 residents or Section 3 Business Concerns.
- Whether other efforts were made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs

APPENDIX E:

SECTION 3 FORMS

**PHILADELPHIA HOUSING AUTHORITY
SECTION 3 VENDOR COMMITMENT (FORM – 1)**

INSTRUCTIONS: All vendors **MUST** complete this Section 3 commitment form as part of their bid/proposal and to amend a commitment.

I. SECTION 3 CLAUSE

Under Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u and 24 C.F.R. Section 135), vendors must provide economic opportunities, to the greatest extent feasible, to low and very low-income persons (hereinafter referred to as “Section 3 Residents”), particularly to recipients of government assistance housing, residing in the City of Philadelphia and to businesses that provide economic opportunities to low or very low income individuals.

Pursuant to 24 CFR Section 135.38, the vendor agrees and acknowledges it is required to comply with the following requirements of Section 3 throughout the life of the contract.

- 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.

II. VENDOR SECTION 3 COMMITMENT

As part of its contractual agreement, the vendor agrees to make the following Section 3 commitment (check all that apply):

1. Hiring and Contracting: The vendor has reviewed the compliance requirements contained in the Philadelphia Housing Authority Section 3 Policies and Forms and agrees to: (check all that apply):

a. **Hire Full time employees:** Vendor and/or its subcontractor(s) intend to hire # new hires for the entire contract term. Out of the new hires # _____ will be Section 3 residents. If vendor is unable to fulfill this commitment, vendor must contribute the amount of:

_____ % (minimum 5%) of all work invoices to scholarship if the contract is for repair, modernization, renovation, skilled trade maintenance hired for rehabilitation, construction and development contracts OR

_____ % (minimum 3%) of all work invoices to scholarship for all other Section 3 contracts.

b. **Hire Part-time employees:** Vendor and/or its subcontractor(s) intend to hire # _____ new part-time hires. Out of the new part-time hires, # _____ will be Section 3 residents. If part-time hiring is the only option selected on this form, the wages from the part-time work must equal or exceed:

_____ 5% of the total contract award amount, plus any modifications, if the contract is for repair, modernization, renovation, skilled trade maintenance hired for rehabilitation, construction and development contracts OR

_____ 3% of the total contract award amount to all other Section 3 contracts

If part-time hiring is the only option selected on this form and the vendor is unable to meet the requirements of this section, the vendor must contribute the difference between wages paid and percentage of the contract award amount (as selected above) to scholarship.

c. **Employ Section 3 Business Concern(s):** The Vendor intends to contract out all or part of the contract with PHA to (select below):

_____ (initial) 10% of the total award dollar amount to Section 3 business concerns if the contract is for repair, modernization, renovation, skilled trade maintenance hired for rehabilitation, construction and development contracts OR

_____ (initial) 3% of the total award dollar amount to Section 3 business concerns for all other Section 3 contracts.

In the event vendor is unable fulfill its commitment to employ Section 3 business concerns, the vendor will contribute:

_____ % (minimum 5%) of all work invoices to scholarship if the contract is for repair, modernization, renovation, skilled trade maintenance hired for rehabilitation, construction and development contracts OR

_____ % (minimum 3%) of all work invoices to scholarship for all other Section 3 contracts.

[] **2. Scholarship:** Vendor will contribute to Section 3 scholarship for PHA residents in the amount of:

_____ % (minimum 5%) of all work invoices to scholarship if the contract is for repair, modernization, renovation, skilled trade maintenance hired for rehabilitation, construction and development contracts OR

_____ % (minimum 3%) of all work invoices to scholarship for all other Section 3 contracts.

[] **3. Training/Internship:** Vendor has reviewed the Section 3 training requirements in the Philadelphia Housing Authority Section 3 Policies and Forms and has attached training materials for PHA review and approval in this bid/proposal. Training and internships must result in immediate hiring and/or other substantially measurable economic opportunities that will enable PHA residents to become financially self-sufficient. In the event the vendor fails to fulfill its commitment, the vendor must contribute the amount of:

_____ % (minimum 5%) of all work invoices to scholarship if the contract is for repair, modernization, renovation, skilled trade maintenance hired for rehabilitation, construction and development contracts OR

_____ % (minimum 3%) of all work invoices to scholarship for all other Section 3 contracts.

[] **4. Vendor does not have a Section 3 commitment because it is a Section 3 Business Concern:** Vendor has attached the necessary forms and evidence outlined in Appendix A and, if applicable, Appendix B of Section 3 Policies and Forms to certify it is a Section 3 business concern.

[] **5. Other:** Vendor proposes an alternative Section 3 commitment or other economic opportunity and has attached a narrative proposal for review and approval by PHA.

By signing below, the vendor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the PHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR TO AWARD of a contract from the Philadelphia Housing Authority. Failure to submit this form may jeopardize the responsiveness of our submission.

Attested to by:

Authorized Officer Signature

Date

Print Name and Title

Proposal or Contract Number

LIST OF ALL EXISTING FULL TIME EMPLOYEES (FORM – 2)

Instructions: Please provide the following information for **all** full time employees employed by the contractor/vendor, **regardless of whether the employee is not a PHA or Section 3 resident (defined in Section 3 Policies and Forms).**

DEVELOPER/CONTRACTOR : _____ PROPOSAL/CONTRACT #: _____

PROJECT NAME AND LOCATION: _____ DATE: _____

EMPLOYEE NAME/ADDRESS	SOCIAL SECURITY # (LAST 4 DIGITS)	DATE OF HIRE	JOB POSITION/ CATEGORY/TRADE	SECTION 3 RESIDENT (Y/N)

NEW HIRE EMPLOYEE REPORT – (FORM – 3A)

Instructions: Please provide the following information for **all** new hires, including from subcontractors, who were hired during the Section 3 compliance reporting period. The list should be of all new hires, **regardless of whether the employee is a PHA or Section 3 resident.**

DEVELOPER/CONTRACTOR: _____ CONTRACT #: _____

PROJECT NAME AND LOCATION: _____ REPORTING PERIOD DATE: _____

EMPLOYEE NAME/ADDRESS	SOCIAL SECURITY # (LAST 4 DIGITS)	DATE OF HIRE AND TERMINATION (if applicable)	EMPLOYER	JOB CATEGORY/TRADE	FULL/PART TIME	SECTION 3 RESIDENT (Y/N)

SUBCONTRACTOR USE PLAN (FORM-4)

INSTRUCTIONS: Please complete this plan for all subcontractors who will be hired for this contract.

DEVELOPER/CONTRACTOR: _____ CONTRACT DOLLAR AWARD AMOUNT: _____

PROJECT NAME AND LOCATION: _____ PROPOSAL/CONTRACT #: _____ DATE: _____

Subcontractor Name and Address (A)	Approximate Dollar Value to be Awarded to Subcontractor (B)	% of Total Contract Dollar Award to be Awarded to Subcontractor (C)	Construction or Non-Construction (D)	Section 3 Business Concern (Y/N) (E)	Ethnic Racial Code (See below) (F)	Female Owned/ Minority Owned Business (Y/N) (G)
1.	\$					
2.	\$					
3.	\$					
4.	\$					
5.	\$					
6.	\$					
7.	\$					

Ethnic/Racial Codes: 1. White American 3. Native American 5. Asian Pacific American
 2. African American 4. Hispanic American 6. Hasidic Jew

**SECTION 3 BUSINESS CONCERN VERIFICATION AFFIDAVIT
(FORM – 5A)**

INSTRUCTIONS: This form is to be completed by a contractor certifying it is a Section 3 business concern or for contractors employing Section 3 subcontractors. If subcontracting, complete one affidavit per subcontractor.

I, _____, the Developer/Contractor, or the authorized representative of the Developer/Contractor, hereby attest that the Business identified below is a Section 3 Business Concern. I also attest that the proof supplied and representations made for Section 3 business concern status are accurate as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended and the regulations.

Name of Section Business

Proposal or Contract No.

Dollar Amount of Contract

Contact Person

Phone Number

Reporting Period

Project Name

This Section 3 Business Concern is:

_____ Corporation

_____ Partnership

_____ Sole Proprietorship

_____ Joint Venture

Qualifying Business:

1. _____ 51% owned by Section 3 low income residents.
2. _____ 30% Section 3 low income residents dollar award.
3. _____ 25% of contract work committed to subcontract to Section 3 Business Concerns.

I affirm and attest that the information provided is correct under penalty of law:

Authorized Officer Signature

Date

Print Name and Title

Proposal or Contract Number

**SECTION 3 RESIDENT OWNED BUSINESS OWNERSHIP PROFILE
(FORM – 5B)**

Instructions: Please provide ownership information to establish 51% or more ownership is owned by Section 3 residents. All owners, partners, proprietors, and the like, must be listed, **regardless of whether the individual is a Section 3 resident.**

DEVELOPER/CONTRACTOR : _____ PROPOSAL/CONTRACT #: _____

PROJECT NAME AND LOCATION: _____ DATE: _____

OWNER NAME/ADDRESS	SOCIAL SECURITY # (LAST 4 DIGITS)	JOB TITLE	% OWNERSHIP INTEREST	SECTION 3 RESIDENT (Y/N)

**PHILADELPHIA HOUSING AUTHORITY
SECTION 3 RESIDENCY
SELF-CERTIFICATION FORM
FORM - 6**

INSTRUCTIONS: Please complete this form to verify your qualification as a Section 3 resident. If you are an employer, please submit this form (to be completed by the Section 3 resident) with a copy of the Section 3 resident's photo identification to PHA's Section 3 Program.

1) I, _____, (PRINT NAME) am a legal resident of the City of Philadelphia and am either a resident of Philadelphia Housing Authority ("PHA") housing or meet the income eligibility guidelines for a low or very low income person, as set forth on the next page.

2) I certify that I am a Section 3 resident because:

I am a PHA resident and my Client ID # is: _____, or

I am City of Philadelphia resident

(The questions below must be completed if you are not a PHA resident)

There are a total of _____ people living in my household and

My household income is \$ _____/month and \$ _____/year.
(Multiply your monthly income by 12 to calculate your yearly household income)

3) My home address and phone number are:

(MUST BE A **STREET** ADDRESS NOT A P.O. BOX #) (APT. NUMBER)

(PHA SITE NAME – IF APPLICABLE)

(CITY) (STATE) (ZIP) (HOME TEL.) (CELL NO.)

4) The last four digits of my social security number are: _____

I certify that all of the information given above is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed. I understand that proof of this statement may be requested in the future.

Signature

Date

SECTION 3 HUD INCOME LIMITS (Effective 7/22/14)

All residents of public housing developments of the Philadelphia Housing Authority qualify as Section 3 residents.* Additionally, individuals residing in the City of Philadelphia where Section 3 contracted work is being performed, who meet the income limits set forth below, can also qualify for Section 3 status.

Eligibility Guideline		
Number in Household	Very Low Income	Low Income
1 individual	\$ 27,600	\$ 44,150
2 individuals	\$ 31,550	\$ 50,450
3 individuals	\$ 35,500	\$ 56,750
4 individuals	\$ 39,400	\$ 63,050
5 individuals	\$ 42,600	\$ 68,100
6 individuals	\$ 45,750	\$ 73,150
7 individuals	\$ 48,900	\$ 78,200
8 individuals	\$ 52,050	\$ 83,250

* Section 3 is a provision in the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u and 24 C.F.R. Section 135.1). Its purpose is to ensure that economic opportunities, to the greatest extent feasible, are given to low and very low-income persons, particularly to recipients of government housing assistance. Section 3 job opportunities relate to new hiring due to contracts with PHA. Section 3 residents are PHA residents, or persons who live in the City of Philadelphia where a Section 3 contract is being performed and who have a household income that is low income or very low income under HUD's income limits.

**SECTION 3 RESIDENT VERIFICATION AFFIDAVIT
FORM – 6A**

I, _____, the Developer/Contractor, or the authorized representative of the Developer/Contractor, do hereby attest that I have examined the proof of residency and income for each person signing a Section 3 Resident affidavit (FORM-6) as a low or very low-income person and or a resident of the Philadelphia Housing Authority. I also attest that the proof supplied and representations made for Section 3 status are accurate, as required by Section 3 of the U.S. Housing and Urban Development Act of 1968, as amended and the regulations.

I fully understand that this affidavit is a substantive part of the contract and that intentional submission by the developer/contractor of false information shall be a material breach of the contract, and that the Philadelphia Housing Authority may exercise those rights provided to it under the contract by law.

I affirm and attest that the information provided is correct under penalty of law:

Authorized Officer Signature

Date

Print Name and Title

Proposal or Contract Number

Commonwealth of Pennsylvania

County of _____

Subscribed and sworn to before me this _____ day of _____

Notary Public

My Commission Expires

SECTION 3 JOB BANK JOB DESCRIPTION FORM (FORM – 7)

Philadelphia Housing Authority's Section 3 Job Bank:

Vendor Participation Requirements

The Philadelphia Housing Authority (PHA) has created a Section 3 Job Bank on its website that lists all available Section 3 positions with PHA vendors. In addition to conducting independent Section 3 job recruitment, you are required to participate in the Section 3 Job Bank as part of your Section 3 commitment. Participation in the Section 3 Job Bank requires the following:

- 1) Timely submission of job description(s);
- 2) Status updates on whether the position(s) has been filled;
- 3) Interviewing Section 3 residents referred to the vendor by PHA; and
- 4) Timely submission of post-interview survey form for referred Section 3 residents

Please complete the attached Section 3 Job Bank Job Description Form and return to section3@pha.phila.gov. Vendors using the services of sub-contractors are responsible for enduring subcontractors participate in the Section 3 Job Bank.

PLEASE NOTE: Failure to participate in the Section 3 Job Bank may result in a notation in your Section 3 compliance record.

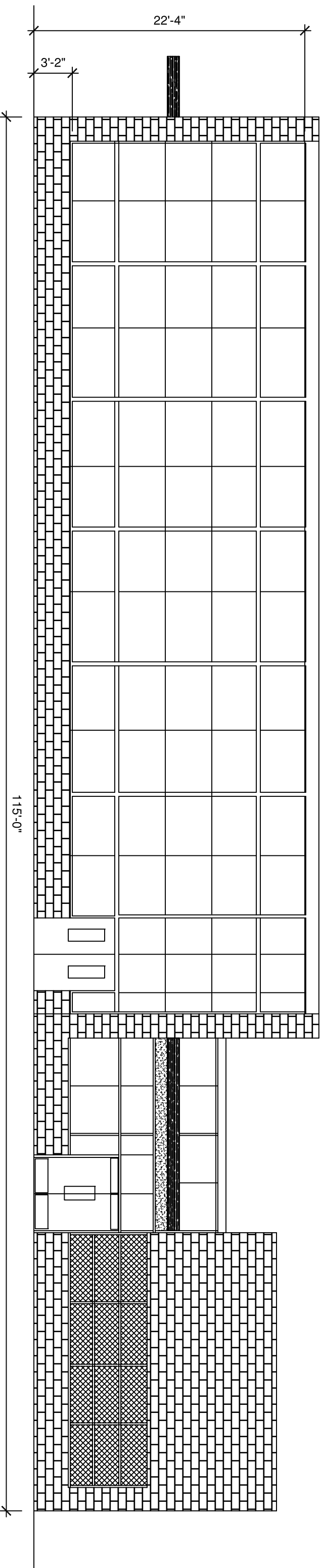
SECTION 3 JOB BANK JOB DESCRIPTION FORM (FORM – 7)

(Please complete all applicable fields in this form. Any attachments/web links submitted in lieu of this form must include the information requested from this form in its entirety.)

Company Name:	Click here to enter text	Contract No(s).	Click here to enter text
Date Posted:	Click here to enter a date.	Willing to Train:	Enter – Yes or No
Position Start Date:	Click here to enter a date.	Position End Date:	Click here to enter a date.
Job Title:	Click here to enter text.		
Contract #:	Click here to enter text.	Job Category/Field:	[i.e.: plumbing, legal, marketing]
Location:	Click here to enter text.	Travel Required:	Click here to enter text.
Neighborhood(s):	Click here to enter text.	Number of Positions Available:	Click here to enter text.
Position Type:	[i.e.: full-time, part-time, seasonal, job share, contract, intern]	Fringe Benefits:	Click here to enter text.
Compensation:	[i.e.: salary, wage/hourly]		Click here to enter text.
External posting URL:	Click here to enter text.		
Job Description			
<p>ROLE AND RESPONSIBILITIES</p> <p>[Type a description of the essential roles, responsibilities and activities a candidate can expect to assume in this position, using the Details style. For bullets, use the Bulleted List style.]</p> <ul style="list-style-type: none"> • [Bulleted list item] • [Bulleted list item] <p>[For a numbered list, use the Numbered List style.]</p> <ol style="list-style-type: none"> 1. [Numbered List item] 2. [Numbered List item] <p>QUALIFICATIONS AND EDUCATION REQUIREMENTS</p> <p>[Type a description of the work experience and educational background that a candidate should have when applying for position. Use the Details, Bulleted List, and/or Numbered List styles as needed.]</p> <p>PREFERRED SKILLS</p> <p>[Type a description of any additional skills or experience that would be considered favorable for a candidate who is applying for this position. Use the Details, Bulleted List, and/or Numbered List styles as needed.]</p> <p>ADDITIONAL NOTES</p> <p><i>[Type any additional notes if needed.]</i></p>			
FOR PHA OFFICE USE ONLY			
Reviewed By Section 3:	Click here to enter text.	Date:	Click here to enter a date.
Reviewed By HR:	Click here to enter text.	Date:	Click here to enter a date.
Approved By OAC:	Click here to enter text.	Date:	Click here to enter a date.
Last Updated By:	Click here to enter text.	Date:	Click here to enter text.

EXHIBITS

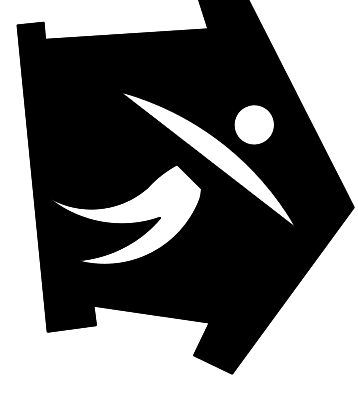
1. Exhibit "A" Existing Site Plan
2. Exhibit "B" Programmatic Drawings sod
3. Exhibit "C" PHA Accessibility Design Requirements and Accessible Products Technical Specifications
4. Exhibit "D" U.S. Department of Housing & Urban Development Office of Fair Housing & Equal opportunity UFAS Accessibility Checklist
5. Exhibit "E" Attachment E
6. Exhibit "F" Exterior Wall Construction
7. Exhibit "G" Building Commissioning Plan
8. Exhibit "H" Sample Performance Bond
9. Exhibit "I" Sample Material Men's Bond
10. Exhibit "J" Davis-Bacon Wage Determination
11. Exhibit "L" Special Labor Conditions



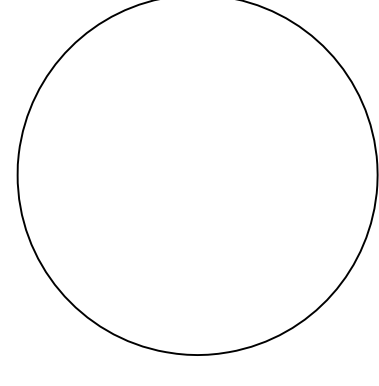
1 SOUTH ELEVATION
 1/8" = 1'-0"

LEB COMMUNITY CENTER

ELEVATIONS



PROGRAM DEVELOPMENT AND DESIGN
3100 PENNSYLVANIA AVENUE
PHILADELPHIA, PA 19104
PH: 215.684.5743



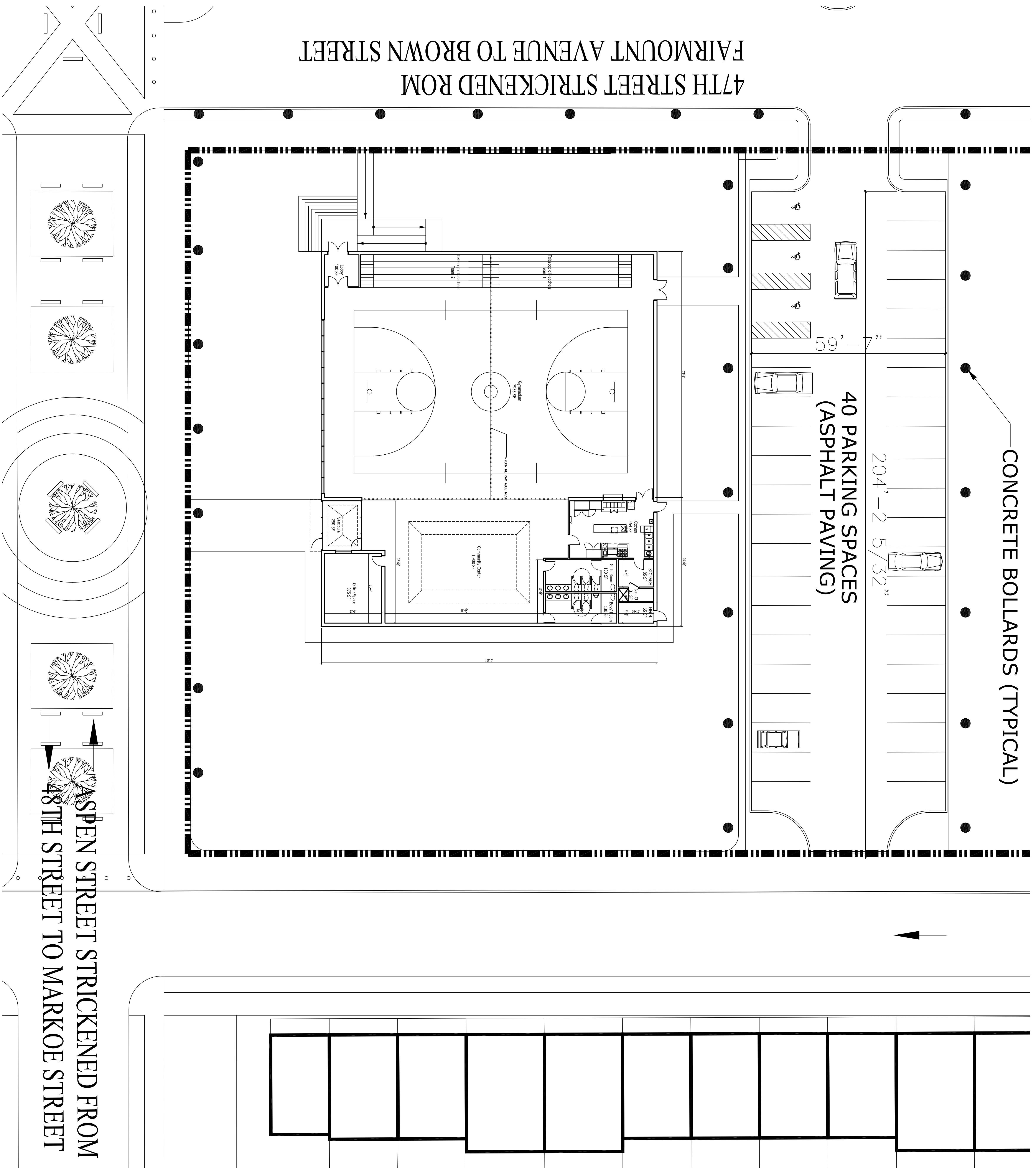
Scale: _____
Date: _____

No.	Revision Description	Date

Project Title: Lucien E. Blackwell Community Center / Sulzberger H.S. Annex
Project Address: 48th and Brown Streets Philadelphia
Drawing Title: Proposed Floor Plan

CAD File: xxxxx
 Drawn: N.M.
 Checked: xx
 Date: 5/20/2013
 Scale: As Noted

Spec. No.:
 Contract No.:
 Drawing No.:
A-1
 2 of 2



A-1
 Proposed Floor Plan
 Scale: 1/8" = 1'-0"

Item #1.03423

MUSTEE DURAWALL®

ADA
DESIGNED
PRODUCT



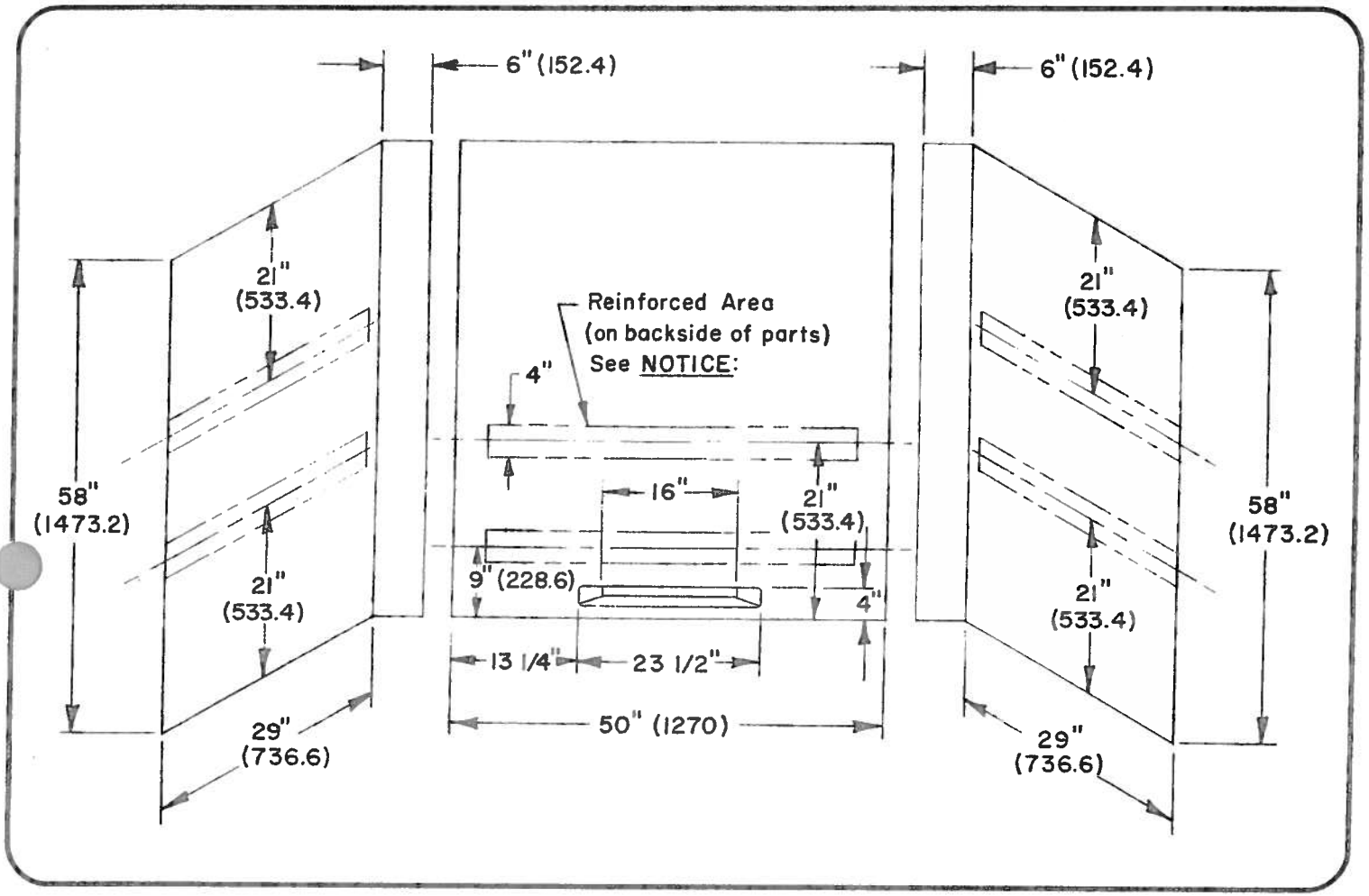
MODEL 350

INSTALLATION INSTRUCTIONS

FIBERGLASS

3 PC. BATHTUB WALLS

NEW YORK CITY: M.E.A. NO. 8-88-M



TOOLS AND MATERIALS NEEDED:

- Electric or Hand Drill
- Tape Measure
- Razor Knife
- Hole Saw
- Level (24" Min.)
- Masking Tape (2" wide)
- Caulking Gun
- Grease Pencil
- Mineral Spirits
- Adhesive (Add'l may be req'd.)
- Adjustable Wrench
- Screwdrivers (Std. & Phillips)

NOTICE:

We recommend that tub/shower compartments be equipped with support Grab Bars that comply with ANSI-117.1 - 1986 requirements. Panels have been reinforced on the backside with ribs at areas shown for this purpose. Grab Bars must be anchored to structural support behind panels. Do Not rely on panels only for grab bar support.

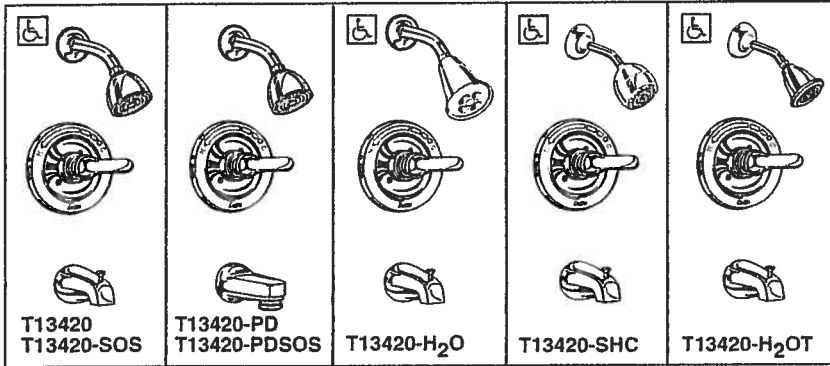
PREPARATION: We do not recommend installing the Durawall® Bathtub Wall Panels over any existing tile surfaces.

The Durawall® Bathtub Wall may be installed over drywall, plaster, painted walls, plywood, or any solid wall- not open studs. Wall surfaces must be clean, dry and free of grease, dust and loose or flakey paint or plaster. Shiny smooth surfaces should be sanded or scratched to insure a positive bond.



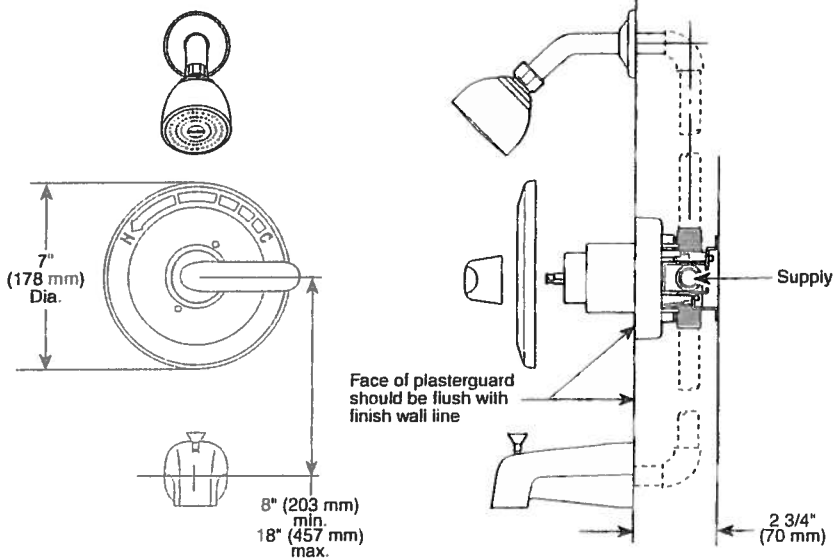
TUB AND SHOWER FAUCET TRIM

■ Tub/Shower (T13420 Series)



Submitted Model No.:

Specific Features:



STANDARD SPECIFICATIONS:

- Monitor® 13 Series pressure balanced bath mixing valve with Scald-Guard®.
- Maintains a balanced pressure of hot and cold water even when a valve is turned on or off elsewhere in the system.
- For use with MultiChoice® Universal rough valve body. (R10000 Series)
- Back-to-back installation capability
- Solid brass fabricated body.
- Temperature only controlled with metal lever handle.
- Field adjustable to limit handle rotation into hot water zone.
- 120° maximum handle rotation.
- All parts replaceable from the front of the valve.
- Models with "SOS" suffix supplied with slip-on spout for 1/2" C.W.T.
- Models with "PD" suffix supplied with 6" long pull-down diverter spout (RP17453).

WARRANTY

- Lifetime Faucet and Finish Limited Warranty to the original consumer purchaser to be free from defects in material and workmanship.
- 5 Year Limited Warranty for usage in all industrial, commercial and business applications.

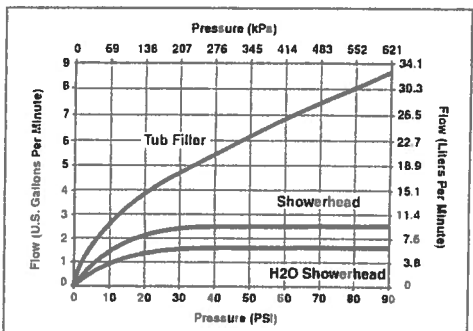
COMPLIES WITH:

- ASME A112.18.1 / CSA B125.1
- ASSE 1016
- Indicates ADA compliance to ICC/ANSI A117.1



<p>RP5836 (Slip-On) RP17453 (Non-Metallic) RP17454 (Metallic)</p>
<p>RP5834 RP19820 (Slip-On)</p>
<p>RP19895</p>
<p>H79</p>
<p>RP54752▲ 1.5 GPM H₂O Showerhead</p>

<p>RP46384 1.5 GPM H₂O Showerhead</p> <p>Full Spray</p>
<p>RP40594▲ Touch-Clean® Showerhead</p> <p>Full Spray</p> <p>Massage Spray</p> <p>Soft Aerated Spray</p>
<p>RP38357 Touch-Clean® Showerhead</p> <p>Full Spray</p>



Delta reserves the right (1) to make changes in specifications and materials, and (2) to change or discontinue models, both without notice or obligation. Dimensions are for reference only. See current full-line price book or www.specselect.com for finish options and product availability.



55 E 111th Street, Indianapolis, Indiana 46280
395 Matmeson Blvd E Mississauga ON L4Z 2H2
© 2009 Masco Corporation of Indiana



Categories

- Bathware
- Cabinet Hardware
- Care of Finishes
- Closet Hardware
- Commercial Locks
- Commercial Washroom
- Door Closers
- Door Hardware
- Grab Bars Bath Safety
 - BATH AIDE Safety Products - Retail Pack
 - HEAVY DUTY SMOOTH OR TEXTURED STAIN STAINLESS STEEL WHITE VINYL POWDER COATED GRAB BARS RETAIL PACK
 - HEAVY DUTY SOLID BRASS GRAB BARS RETAIL PACK
 - HEAVY DUTY SOLID BRASS GRAB BARS RETAIL PACK
 - HEAVY DUTY STAINLESS STEEL EXPOSED FLANGE GRAB BARS
 - HEAVY DUTY WHITE VINYL POWDER COATED GRAB BARS RETAIL PACK
 - RESIDENTIAL GRAB BARS CONTRACTOR PACK
 - SPECIFICATIONS - HEAVY DUTY STAINLESS STEEL GRAB BARS
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Tubing Is Fabricated From 18 Gauge (.049") Type 304 Stainless Steel
 Exposed Surfaces Polished To A No. 4 Satin Finish
 Concealed Flanges Are 11 Gauge (1/8"), Type 304 Stainless Steel, 3" Diameter
 22 Gauge (1/32"), Type 304 Stainless Steel Snap Flange Cover Plate Escutcheon
 Mounting Plates And Center Posts Are Heliarc Welded To Tubing
 Tubing Is Fabricated Of 18 Gauge (.050), Type 304 Stainless Steel, 3" Diameter With 3 Mounting Holes
 Flanges And Center Posts Are Heliarc Welded To Tubing
 All Bars Are Furnished With 1 1/2" Clearance Unless Otherwise Specified
 Clearance I The Distance Between The Finished Wall Surface And The Inner Edge Of The Tubing.
 The Standard Clearance Furnished Is 1 1/2". Other Clearances Are Available Upon Request.
 Custom Made Grab Bars Are Available Upon Request
 Meets ADA Requirements
 01-1200 And 01-1300 Series Are Proudly Made In America

TAYMOR GRAB BARS

When Properly Installed, Exceed HUD, HEW, FHA, VA And Other Federal, State And Local Codes

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12" Straight Bar - Stainless Steel
Model #: 01-C130012



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24" Straight Bar - Stainless Steel
Model #: 01-C130024



[Print](#)

36" Straight Bar - Stainless Steel
Model #: 01-C130036



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42" Straight Bar - Stainless Steel
Model #: 01-C130042



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48" Straight Bar - Stainless Steel
Model #: 01-C130048





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Click image for larger view

I-Class™ Molded Tub Bar
White Molded Tub Bar offers a 250 lb. weight capacity.

Find a Provider

Product ID: 710-4
HCPCS Code: E0246**
HMESA CODE: 40-20-06-01

\$27.56*

Price Sheet(s)

- Personal Care List...

Glossy Sell Sheet

Product Comparison

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Additional Documents

Related Product(s)



I-Fit Shower Chair



I-Fit Shower Chair without Back

Product Description

The Invacare Tub Bar provides two gripping surfaces. The upper gripping position helps users enter the tub without the wrist or body. The lower gripping position allows users to lower into or rise from a seated position in the tub. This tub bar has a 250lbs weight capacity.

Features

- Easy to adjust locking mechanism
- Lightweight, portable and waterproof
- No tools or assembly required, making installation easy
- Non-marring pads protect wall tub
- Attractive white molded bar

Specifications

Overall Height:	16"
Overall Length:	8"
Product Weight Capacity:	250 lbs.
Product Weight:	5 lbs
Quantity:	4 per carton
Warranty:	3 Year Limited Warranty

NOTE: For more detail please refer to the full specifications brochure link above, or call Customer Service at (800) 333-6900. All specifications, prices, and product configurations are subject to change without notification. Accessories and seating products shown in the photographs are not necessarily included in the base price of wheelchair. Please refer to current price lists located at www.invacare.com.

* MSRP - Manufacturer's Suggested Retail Price does not include optional equipment and accessories that may be available for this product.

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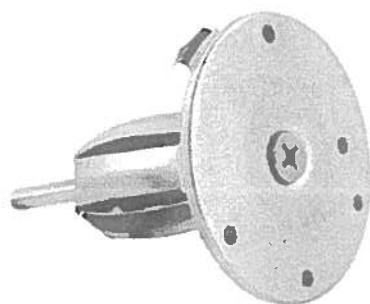
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Commercial Grab Bar Fastener

Item Id: SSBGBW40



The World's Strongest Fastener - GBW40 Grab Bar Fastener



14

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Suggested MSRP: \$30.00

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- [Installation Guide](#)
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Description

"The Beast" - The Commercial Standard for installing Grab Bars.

- Rated up to 800 lbs. in drywall and tile
- Heavy Duty 18/8 Stainless Steel
- Fastening Systems become waterproof as they are installed into the wall using 3M's best waterproofing adhesive.
- GBW40's can be installed into wall substrates (tile, drywall, etc.) up to 1.5" thick.
- Easy installation every time with the [1-1/4" APACHE200 Drill Bit](#)

Easy to use with our [Premium Grab Bars](#) and [Platinum Grab Bars](#). Use the APACHE200 to drill ceramic wall tile, marble or plaster & lathe.

Rated up to 800 lbs. in tile and drywall or 1/4 in. Tub surrounds.

The Beast, the original Worlds' Strongest Fastener technology, developed for use with WingIts' Grab Bars. Millions of installations of The Beast in Commercial Construction have made it the industry standard. The Beast is used to install WingIts' Grab Bars throughout the world in New and Existing construction. The Beast is used extensively in Government, Healthcare and is the Standard throughout Hospitality (Marriott, Starwood, Hilton, Hyatt, Best Western, Choice Properties, Wyndham, Disney, etc).

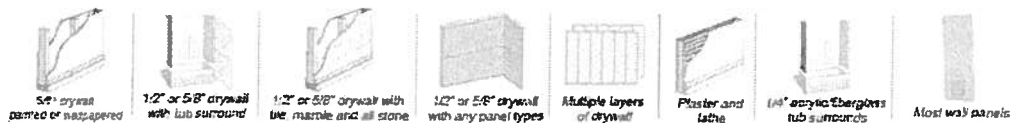
Average time to install a grab bar is less than 10 minutes. Super Heavy Duty Stainless Steel Construction, incorporates 3M's best waterproofing. The original Beast is compatible with WingIts and Bobrick Grab Bars. When installing the beast into Ceramic Wall Tile, Plaster or Marble, use the

Apache200 drill technology for quick, precise holes 1.25 in. hole required. No caulk needed - self waterproofing. Designed for 2 in x4 in. hollow walls and wall substrates from 1/4 in. - 1.5 in. thick. Exceeds all Building Codes and ADA Guidelines, Installs One WingIt's Grab Bar.

Proudly Made in the U.S.A. 

- * Exceeds all building codes and ADA guidelines
- * Self-waterproofing
- * Installs in minutes - Lasts a lifetime
- * No blocking or studs needed
- * Install a Grab Bar Exactly where you want it - exactly where you need it
- * Guaranteed to never loosen

Wall Substrate Chart



Product Specifications


Used to mount WingIt Grab Bars and Shower Seats in hollow walls, WingIts exceed all Building Codes and Government Guidelines when installed per instructions. GBW40 can be used with most Grab Bars manufactured in North America - please contact us with product manufacturer for use verification as their product specifications may change without notice.

Grab Bars and our shower seats install directly onto the WingIts with stainless steel screws (supplied). Grab Bar WingIts are Fireproof and Self-Waterproofing - even over grout lines and under water level. WingIts are American made from 18/8 Stainless.

The WingIt Fastening Technology works in all hollow wall construction. WingIts require a 1.25" hole be drilled into the wall substrate. WingIts are self-waterproofing and self-structural and will not loosen or lose their structural integrity.

CTHS114, Carbide holes saws are available for tile walls -- rated at 40 holes in wall tile.

- * Assembled Depth (in.) : 3 in
- * Assembled Height (in.) : 4 in
- * Assembled Width (in.) : 3 in
- * Color Family : Metallics
- * Item Weight : 1 lb
- * Manufacturer Warranty : Limited Lifetime Warranty
- * Product Depth (in.) : 3
- * Product Height (in.) : 4
- * Product Weight (lb.) : 1
- * Product Width (in.) : 3 in

To download the GBW40 Specifications, [click here](#) 

Installation Guide

Please [click here](#) to download the Installation guide. [pdf format]

Installation Video

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Fold Down Tub Seat With Ivory Phenolic Top



Larger Photo
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List Price: (Members Only)

Qty: 1

add to cart

Product Code: S-5277-SS

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Description Technical Specs

This folding tub seat frame is constructed with stainless steel, and has a one-half inch thick, slatted ivory phenolic top. The dimension of the seat is 32.5 inches by 16 inches.

Related Products...

Tub seat - Folding with White Poly Top

List Price: (Members Only) Add



Removable Tub Seat- Custom Fit

List Price: (Members Only) Add



Removable Tub Seat- Welded Top

List Price: (Members Only) Add



Tub seat - Folding with Woodgrain Top

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Removable Tub Seat- Welded Top

List Price: (Members Only) Add



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Brey-Krause offers a variety of tub seats for both fold-up and removable applications. All seats are fabricated with stainless steel and available with one-piece decking that is white, ivory, or wood-grained phenolic.

Sort By: Price: Low to High

10 per page

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	Removable Tub Seat- Welded Top (White Poly Pictured) S-6096-SS Removable Tub Seat- Welded Top More info	List Price: (Members Only)	Qty <input type="text" value="1"/>	Add <input type="checkbox"/>
	Removable Tub Seat- White Poly Top S-6018-SS Removable Tub Seat- White Poly Top More info	List Price: (Members Only)	Qty <input type="text" value="1"/>	Add <input type="checkbox"/>
	Removable Tub Seat- Custom Fit S-6095-SS Removable Tub Seat- Custom Fit More info	List Price: (Members Only)	Qty <input type="text" value="1"/>	Add <input type="checkbox"/>
	Tub seat - Folding with White Poly Top (Wood-grained pictured) S-6017-SS - Folding Tub Seat - 32.5 x 16-inch, White Poly Top More info	List Price: (Members Only)	Qty <input type="text" value="1"/>	Add <input type="checkbox"/>
	Fold Down Tub Seat With Ivory Phenolic Top S-6277-SS - Folding Tub Seat - 32.5 x 16-inch, Ivory Phenolic Top More info	List Price: (Members Only)	Qty <input type="text" value="1"/>	Add <input type="checkbox"/>
	Tub seat - Folding with Wood-Grain Phenolic Top S-6278-SS - Folding Tub Seat - 32.5 x 16-inch, Woodgrain Phenolic Top More info	List Price: (Members Only)	Qty <input type="text" value="1"/>	Add <input type="checkbox"/>

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Click image for larger view

I-Class™ Transfer Bench - Unassembled

Transfer Bench comes with a backrest and offers a 400lbs weight capacity. This transfer bench comes unassembled.

Find a Provider

\$122.98*

Product ID: 9670U
 HCPCS Code: E0248**
 HMESSA CODE: 40-20-05-03

Product Description

The Invacare I-Class Heavy-Duty Transfer Bench offers a sturdy, durable one-piece blow molded seat that has drain holes. This transfer bench seat also includes a soap dish and hand-held shower holder. The tool-less removable backrest is ergonomically shaped. This transfer bench has a 400lbs weight capacity and also comes unassembled.

Features

- Armrail for support while bathing and transferring in and out of the tub.
- Built in soap dish, hand-held shower holders and shower curtain opening.
- Durable 1" anodized aluminum frame will not rust.
- Ergonomically shaped back snaps in and out without tools, and is reversible to accommodate right or left transfers.
- Sturdy, durable, textured non-slip seat, one-piece blow-molded seat with drain holes.

Specifications

Seat To Floor Height:	18" - 22-1/2"
Seat Depth:	18"
Seat Width:	33-1/4"
Overall Height:	31-1/4" - 35-3/4"
Clearance:	14-1/2" - 19"
Overall Width:	30-1/2" - 31"
Overall Depth:	16-1/4" - 17"
Height Adjustment:	9 (1/2" increments)
Product Weight:	12 lb
Product Weight Capacity:	400 lb
Quantity:	1 per carton
Warranty:	3 Year Limited Warranty

Price Sheet(s)

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Glossy Sell Sheet
 Glossy Sell Sheet

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Related Product(s)



Dual-Release Walker with 5" Fixed Wheels



Toilet Safety Frame - Knock Down Design

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call Customer Service at (800) 333-6900. All specifications, prices, and product configurations are subject to change without notification. Accessories and seating products shown in the photographs are not necessarily included in the base price of wheelchair. Please refer to current price lists located at www.invacare.com.

* MSRP - Manufacturer's Suggested Retail Price does not include optional equipment and accessories that may be available for this product.

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View Demo

I-Fit Shower Chair

The I-Fit tool-less assembly all composite shower chair with 400lb weight capacity

Find a Provider

\$90.48*

Product ID: 9781
HCPCS Code: E0240**
HMESA CODE: 40-20-04-01

Price Sheet(s)

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Glossy Sell Sheet
Owner's Manual

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Product Description

The Invacare I Fit Shower Chair with Back offers comfort and stability for the user. This chair offers a 400lbs weight capacity. It also offers a wide contoured seat that has drain holes for drainage. This chair is easy to assemble without tools.

Features

- Large contoured seating surface (18"x20")
- Tool-Less Assembly: No hardware required: Snaps together in seconds!
- Plastic legs with twist height adjustment and built in numbering system to keep all legs level
- Large wide flanged rubber tips for additional security

Specifications

Product Weight Capacity:	400 lbs
Frame:	Tool-less assembly; NO HARDWARE
Seat Surface Depth:	18"
Seat Width:	20"
Seat Height:	Range with height adjustments: 15"-21"
Height Adjustment:	Seat to floor height adjustment range: 15"-21"
Seat To Back Height:	14-1/4"
Overall Width:	At Base: 16-1/4"
Overall Depth:	At Base: 17-1/4"
Shipping Product Weight:	13 lbs
Warranty:	3 Year Limited Warranty
Color:	White
Delivery:	Stock

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Alsons 1551 PB Multi Function Hand Shower with Hose

Item # BC1551C



Zoom Image

\$82.80

Originally \$138.00. You Save 40%



Shipping: Free Shipping on orders over \$199.00! [See Details](#)

Ships In: In stock items generally ship in 2 to 3 business days.

Finish: White / Chrome

2 In Stock

1 Qty

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Product Details for the Alsons 1551 PB

This product has additional requirements/recommended options. To configure, add to your cart.



Shower Arm Diverter required

Push Button Pause Control Hand Shower with 24" Pin Mount Glide Rail, Swivel Connector and UltraFlex Hose

Additional Alsons Links

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Our SKU: Alsons 1551 PB

This product is also listed under other manufacturer numbers

Alsons 1551 PB BX
White / Chrome

*Denotes a finish or option that has been discontinued

Technical Specs

ADA	No
Economy Setting	Yes
Flow Rate (GPM)	2.0
Handshower	Single Function
Hose Included	Yes
Pause Control	No
Product Condition	New
Slide Bar Included	No
Spray Pattern	Full, Soft
Spray Settings	2
Theme	Traditional / Classic

Product Reviews

★★★★★ 5 out of 5

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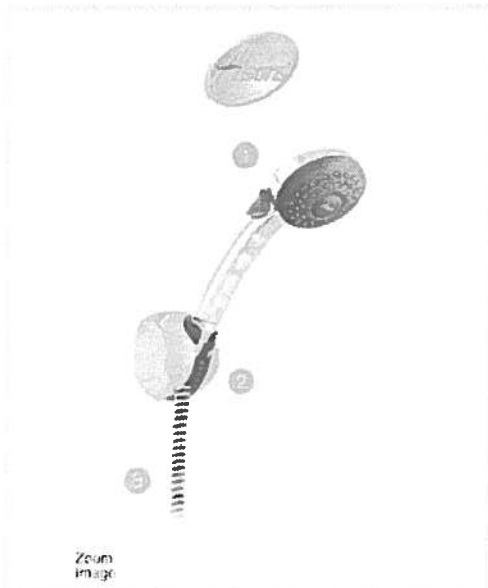
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Alsons 410 PB Single Function Hand Shower with Hose

Item #: BC115128



\$38.40 - \$43.80

Originally \$64.00 - \$73.00, You Save 40%



Shipping: Free Shipping on orders over \$199.00! [See Details](#)

Ships In: Availability based on Finish selected

Finish: Please Select Finish [View Finishes](#)

1 Qty

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Return Policy: 110% Low Price Guarantee

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Product Details for the Alsons 410 PB

This product has additional required/recommended options. To configure, add to your cart.



Push Button Pause Control Hand Shower with Hose Nut Wall Mount and UltraFlex Hose

Features:

- Push button trickle/full spray control
- Push button reduces water to trickle
- Rub clean nozzles for removal of deposits
- Double check valve

Additional Alsons Links

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Our SKU: Alsons 410 PB

Technical Specs

ADA	No
Flow Rate (GPM)	2.0
Handshower	Single Function
Hose Included	Yes
Pause Control	No
Product Condition	New
Slide Bar Included	No
Spray Pattern	Full
Spray Settings	1
Theme	Traditional / Classic

This product is also listed under other manufacturer numbers

Alsons 410PBCBK Chrome Alsons 410PBEX White

*Denotes a finish or option that has been discontinued

2 Questions from the Community

Have a question about the Alsons 410 PB? Ask it here

Ask your question here...

DOES 410 PB HAVE TRICKLE OR OFF BUTTON???

A. That item does have a push button trickle function.

84% of 13 people found this useful. Was this useful? [yes \(7\)](#) | [no \(6\)](#)

What is the length of the shower hose?

A. The Alsons 410 PB includes a 59" hose.

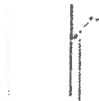
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Single Function Hand Shower with Hose

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Multi Function Hand Shower with Hose

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mansfield.

PRO-FIT™ 3
SmartPak™

SmartHeight™, Elongated Front,
Vitreous China, Two-Piece Toilet Package



Model 013710017

Features

- Complete toilet package
- 1.6 gpf / 6.0 lpf low water consumption
- 2" glazed trapway
- Superior boxed rim, siphon jet SmartFlush™ flushing technology
- 12" rough-in
- Large 9-1/8" x 10-3/4" water surface
- Available in White and Classic Bone
- Outstanding protection — The Mansfield® limited 5 year warranty



Model No.	Description	Approx. Wt.
013710017	SmartHeight™, elongated front (1.6 gpf/6.0 lpf) two-piece toilet with parts. Includes: Toilet seat and parts, wax toilet bowl gasket with polyethylene flange, floor bolts, caps, clips and multi-lingual installation instructions. 12" rough-in. Water supply hardware not included. Specify color.	80 lbs (36 kg)



SmartHeight™



PRO-FIT™ 3 SmartPak™

SmartHeight™, Elongated Front, Vitreous China, Two-Piece Toilet Package

Features & Upgrades

Three-Point Cushioned Tank-to-Bowl Connection

This assures perfect tank alignment in every direction. It permits fast, accurate, leakproof tank-to-bowl connections. Protects against tank breakage... can't be rocked loose... saves installation time. Furnished with nuts and bolts.



88 Anti-Siphon Ballcock

The 88 anti-siphon ballcock affords efficient toilet tank operation at high or low water pressures. Adjustment screw allows water level adjustment without bending the float rod. Completely non-electrolytic and non-corrosive.



211 Flush Valve

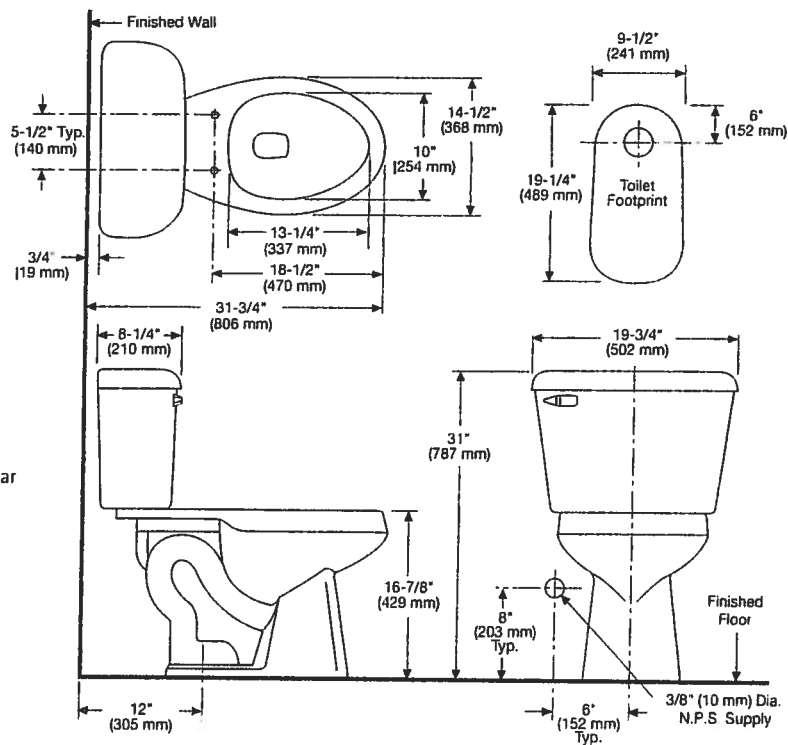
The 211 flush valve provides 1.6 gpf / 6.0 lpf water conservation efficiency with non-corrosive, long-life dependability. It seals tight every time. Won't rust or corrode.



Technical Information

Specifications

Material	Vitreous China
Water Pressure Range	20 to 80 P.S.I.
Flush System	SmartFlush™ Flushing Technology
Water Usage	1.6 gpf / 6.0 lpf
Water Surface Area	9-1/8" x 10-3/4"
Trap Diameter	2"
Trap Seal	2-5/8"
Rough-in	12"
Shipping Dimensions	Model 013710017 27-5/8" x 16-1/8" x 24-1/8" (727 mm x 410 mm x 613 mm)
Shipping Weight	Model 013710017 87 lbs (39 kg)
Warranty	Vitreous China - Limited Five Year Tank Trim - Limited One Year



These dimensions are nominal and are subject to change without prior notice.

Fixture performance and specifications meet or exceed, ANSI/ASME A112.19.2 standards and CAN/CSA B45.0 standards, and other state and local codes.

NOTE: Install this product according to the installation guide. Fixture dimensions are nominal and conform to tolerances in ASME Standard A112.19.2

See our complete line of acrylic and vitreous china bathroom fixtures, plastic tank trim and plumbing products.

mansfield.

Mansfield Plumbing Products LLC • Customer Service Toll Free 877-850-3060 • Fax 419-938-6234
Website: www.mansfieldplumbing.com • Email: custserv@mansfieldplumbing.com

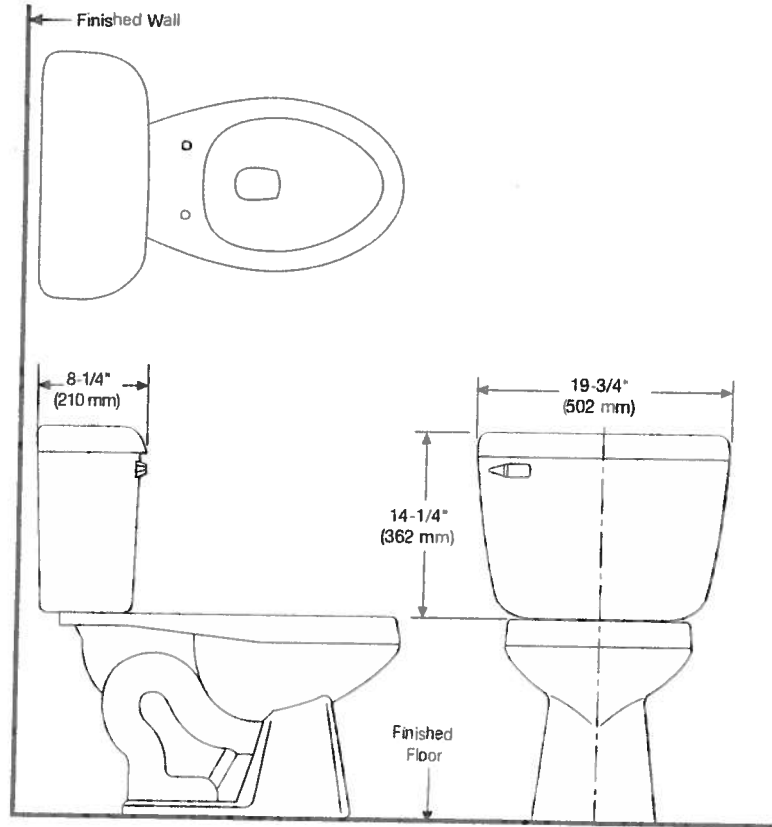
Form No. MPROFIT 3 Printed in U.S.A. 8/09
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Specifications

Model #	Description	Approximate Weight
160	Toilet tank (1.6 gpf/6.0 lpf) 14-1/4" (L) x 19-3/4" (W) x 8-1/4" (D)	31 lbs. / 14 kg

Specification	Description	Specification	Description
Material	Vitreous China	Shipping Weight	Tank only - 34 lbs. (16 kg)
Water Pressure Range	20 to 80 PSI	Warranty	Vitreous China - Limited Lifetime Tank Trim - Limited One Year
Water Usage	1.6 gpf / 6.0 lpf		

Technical Information



See our complete line of acrylic and vitreous china bathroom fixtures, plastic tank trim and plumbing products.

These dimensions are nominal and subject to change without notice.

Fixture performance and specifications meet or exceed ASME A112.19.2-2008/CSA B45.1-08 standards, and other state and local codes.



MADE IN USA

Features

- Complete with Factory Installed Tank Trim, Trip Lever, Tank-to-Bowl Gasket, Washers, Bolts and Nuts
- 1.6 gpf / 6.0 lpf
- Fits Toilet Bowl Models: 117, 130, 131, 135, 137, 138 and 139NS
- Available in White or Standard Colors
- Outstanding protection — Mansfield's Limited Lifetime Warranty/ Limited One Year Parts Warranty



Model 160

Components

Model #	Description	Approximate Weight	
160	Alto™ 1.6 gpf/6.0 lpf, toilet tank with 211 flush valve, ballcock and chrome-plated metal trip lever.	31 lbs.	14 kg
160RH	Same as model 160, with chrome-plated plastic, right hand, trip lever.	31 lbs.	14 kg
161	Same as model 160, with anti-siphon pilot valve.	31 lbs.	14 kg
165	Same as model 160, with cover lock.	31 lbs.	14 kg
170	Same as model 160, with toilet tank liner.	31 lbs.	14 kg
171	Same as model 160, with toilet tank liner and anti-siphon pilot valve.	31 lbs.	14 kg
173	Same as model 160, with color-match trip lever, pilot valve and 2" flapper.	31 lbs.	14 kg
174	Same as model 160, with color-match trip lever, tank liner, pilot valve and 2" flapper.	31 lbs.	14 kg
175	Same as model 160, with cover lock and toilet tank liner.	31 lbs.	14 kg
180	Same as model 160, with color-match trip lever.	31 lbs.	14 kg
181	Same as model 160, with color-match trip lever and anti-siphon pilot valve.	31 lbs.	14 kg
190	Same as model 160, with color-match trip lever and toilet tank liner.	31 lbs.	14 kg

Features



211 Flush Valve (Flush Tower)

The 211 flush valve provides 1.6 gpf / 6.0 lpf water conservation efficiency with non-corrosive, long life dependability. It seals tight every time. Won't rust or corrode.



Pilot Operated, Anti-Siphon Fill Valve

Fill valve operates efficiently at low or high water pressures. Provides optimal flush performance consistency. Easily adjustable to retain optimum water level.



Flush Valve (2" Flapper)

This flapper flush valve provides 1.6 gpf / 6.0 lpf water conservation efficiency. Plastic construction provides non-corrosive, long-life dependability. Won't rust or corrode. Factory installed on toilet tank models 173 and 174.



Anti-Siphon Ballcock

Adjustment screw allows water level adjustment without bending the float rod. Completely non-electrolytic and non-corrosive. Factory-installed on toilet tank models 160, 160RH, 165, 170, 175, 180 and 190.



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Bemis 4LR Plastic Medic-Aid Toilet Seat Spacer Adds 4-inches Above the Rim, Round

by [Bemis](#)

([2 customer reviews](#))

(0)

List Price: ~~\$169.57~~

Price: **\$128.86** & this item ships for **FREE with Super Saver Shipping**. [Details](#)

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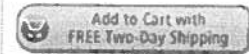
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Product Specifications

Part Number :	7B4LR 000
Color:	White
Material:	-1
Item Package Quantity:	1

Item Dimensions

Weight: 6 Pounds

Technical Details

- Heavy duty solid plastic
- Made with DuraGuard
- Allows 4-inch additional height with seat
- Fits round bowls

Product Description

From the Manufacturer

Medic-Aid seat. Seat to allow for an additional 4-inches of height above the rim once seat is installed. (Seat to be purchased seperately.) Lift shall be 3-inches high. Round closed front, hollow core, heavy duty plastic containing DuraGuard an antimicrobial agent. Offset mounting bracket to be 300 series stainless steel. Bracket to allow both lift and seat to be raised to vertical position for cleaning. Lift may be used in combination with most seats. Color to be white.

Product Description

7B4LR 000 Features: -Toilet seat.-Closed Front without Cover.-Stainless steel bracket and hardware.-DuraGuard antimicrobial built-in seat protection.-4" Total height with a toilet seat.-Spacer placed between bowl and toilet seat, giving extra height.-Manufacturer also known as Church. Color/Finish: -White finish.

Product Details

Item Weight: 6 pounds

Shipping Weight: 3.8 pounds (View shipping rates and policies)

Shipping: This item is also available for shipping to select countries outside the U.S.

Shipping Advisory: This item must be shipped separately from other items in your order. Additional shipping charges will not apply.

ASIN: B000TD0UNA

Item model number: 4LR

Average Customer Review: (2 customer reviews)

Amazon Best Sellers Rank: #251,393 in Home Improvement (See Top 100 in Home Improvement)

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Toilet Safety Frame - Knock Down Design
 Toilet Safety Frame offers a 250lbs weight capacity.

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\$74.62*

Product ID: 1392KD
 HCPCS Code: E0243**
 HMESSA CODE: 40-20-03-01

Price Sheet(s)

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Product Description

The Invacare Toilet Safety Frame is made from anodized non-corrosive one-inch aluminum tubing. The arms fold back for cleaning and easily removes for transfers. The frame supports up to 250lbs weight capacity.

Features

- Aluminum bracket is easy to attach
- Armrests provide secure hand support
- Arms fold back for cleaning and are easily removed for transfers
- Frame made of anodized, non-corrosive 1" aluminum tubing

Specifications

Arm Height:	25-3/4" - 30"
Width Between Arms:	17-1/2"- 20-1/2"
Product Weight:	2lbs 5oz
Product Weight Capacity:	250 lbs
Quantity:	2 per carton
Warranty:	3 Year Limited Warranty

NOTE: For more detail please refer to the full specifications brochure link above, or call Customer Service at (800) 333-6900. All specifications, prices, and product configurations are subject to change without notification. Accessories and seating products shown in the photographs are not necessarily included in the base price of wheelchair. Please refer to current price lists located at www.invacare.com.

* MSRP - Manufacturer's Suggested Retail Price does not include optional equipment and accessories that may be available for this product.

** This information is not intended to be, nor should it be considered billing or legal advice. Providers are responsible for determining the appropriate billing codes when submitting claims to the Medicare Program and should consult an attorney or other advisor to discuss specific situations in further detail.

Documents are available for download in PDF format. [Download Adobe Acrobat PDF reader.](#)

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2018HBNS

Wall-Mounted, Vitreous China Lavatory

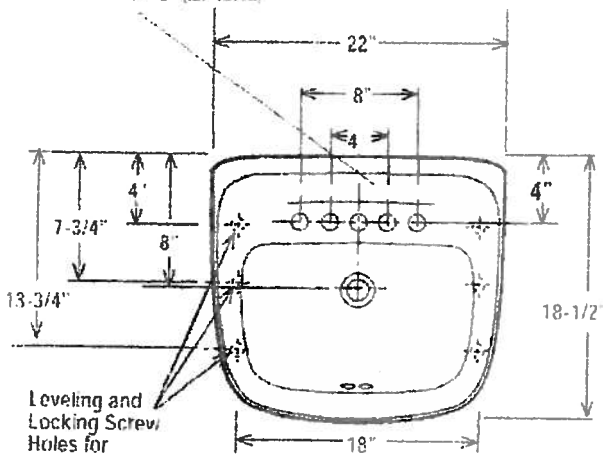
Rough-in Dimensions

Carrier Hole Diameter:

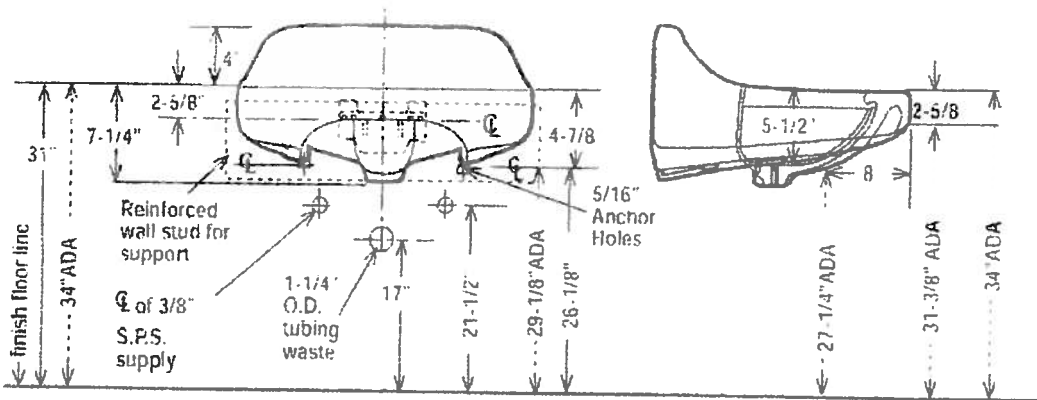
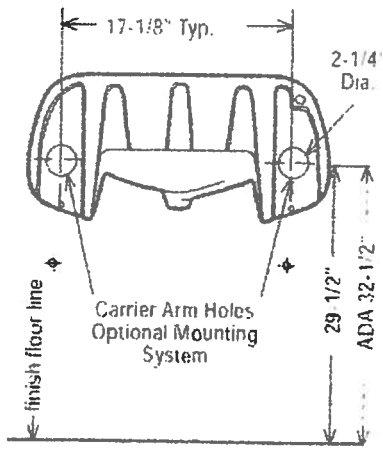
Single - 1-7/16"

4" - 1-3/16" (all holes)

8" - 1-7/16" (all holes)



Leveling and Locking Screw Holes for Concealed Arm Carrier



Compatible with these recommended carrier arms: Jay R Smith C700-16, Zurn 1231 or 1251 w/ 2008-12 arms, Wade 572-07

NOTE: Rough-in measurements may vary 1/4" (±).

See our complete line of acrylic, vitreous china, cast iron and enameled steel bathroom and kitchen fixtures, plastic tank trim and plumbing products.

Mansfield

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- Model 175 — Recessed
- Model 175-10 — Semi-Recessed (recesses 2"; projects 2¹³/₃₂")
- Model 175-11 — Surface-Mounted (projects 4")
- Full Size Mirror
- Reversible in the field

Product Materials

FLANGE: 22 gauge stainless steel with exposed surfaces in architectural satin finish. One-piece seamless construction, 1" wide with ¼" return.

CABINET: 26 gauge stainless steel.

DOOR: 22 gauge stainless steel with heavy-duty full-length piano hinge. Equipped with magnetic catches and spring-buffered rodstop.

MIRROR: first quality ¼" float glass triple-silvered, electro-copper plated with baked enamel backing, guaranteed for 15 years against silver spoilage. Protected by shock-absorbing filler.

INTERIOR SHELVES: 22 gauge stainless steel. Four shelves — three adjustable, one fixed. Each shelf area is 60 sq. in.

- An inherent characteristic of a manufacturing process for tempered glass is distortion which may vary from mirror to mirror.

Operation

Spring-buffered rodstop prevents door from opening beyond 90 degrees.

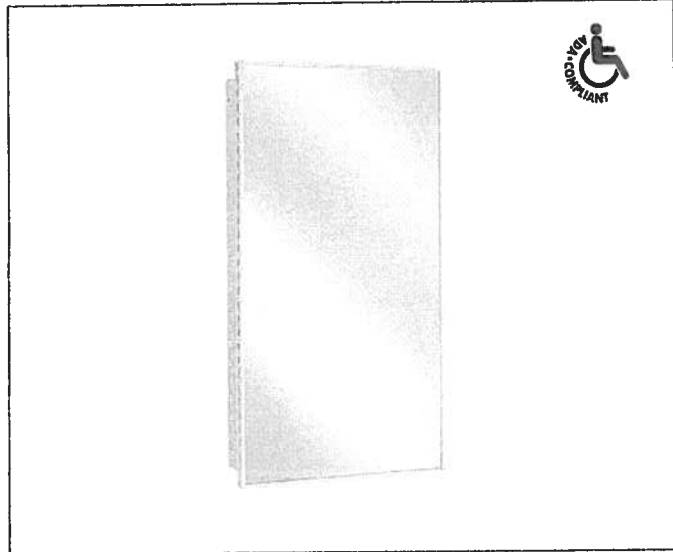
Installation

Verify all rough-in dimensions prior to installation. Recessed unit requires rough wall opening 15½"W x 29¼"H x 4"D. Secure to framing with mounting screws (included) at holes provided. Shim at screw points as required. Cabinet may be inverted for left hand door swing.

Guide Specification

Recessed medicine cabinet consisting of mirror and storage cabinet with four shelves shall be fabricated of stainless steel with exposed surfaces in satin finish. Mirrored door with full-length piano hinge. Interior of storage cabinet to have four shelves — three adjustable and one fixed. Adjustable for right or left hand door swing.

Overall dimensions: 17½"W x 30½"H x 4"D.



Optional Features

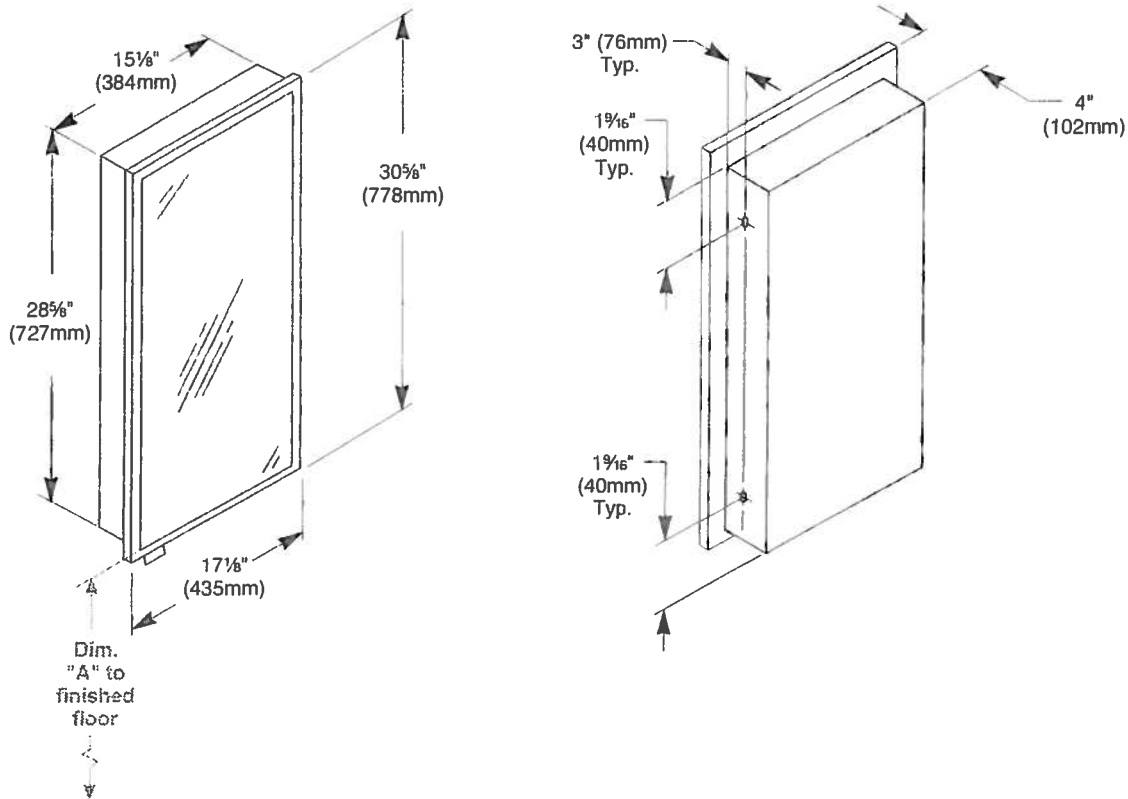
Feature	Suffix
<input type="checkbox"/> Tempered glass in lieu of float glass	-22
<input type="checkbox"/> #8 stainless steel mirror in lieu of glass	-23
<input type="checkbox"/> Satin stainless steel door in lieu of float glass	-21
<input type="checkbox"/> 430 stainless steel mirror in lieu of float glass	-75

ADA Compliant

- Consult local and national accessibility codes for proper installation guidelines.
- Conformity and compliance to local and national codes is the responsibility of the installer.

Washroom Accessories
Document No. 8025

Dimensions

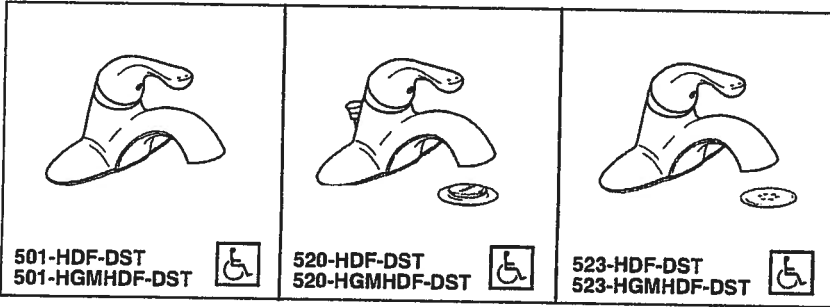


Dim. "A" Key Surface:	For Dim. "A"	Top of Rough Wall Opening	Bottom of Rough Wall Opening
Mirror's bottom edge of the reflecting surface to finished floor	48" (1219mm)	65 3/4" (1670mm)	36 5/8" (930mm)
	45" (1143mm)	62 3/4" (1594mm)	33 3/8" (854mm)
	42" (1067mm)	59 3/4" (1518mm)	30 5/8" (778mm)
	40" (1016mm)	57 3/4" (1467mm)	28 5/8" (727mm)
Rough wall opening:			
Surface Mount:	No rough opening, see overall dimensions		
Recessed:	15 5/8" (397mm) Wide x 29 5/8" (740mm) High x 4" (102mm) Deep		
Semi-Recessed:	15 5/8" (397mm) Wide x 29 5/8" (740mm) High x 2" (51mm) Deep		

Washroom Accessories
Document No. 8025

Lavatory Faucets

HDF®



501-HDF-DST
501-HGMHDF-DST



520-HDF-DST
520-HGMHDF-DST



523-HDF-DST
523-HGMHDF-DST



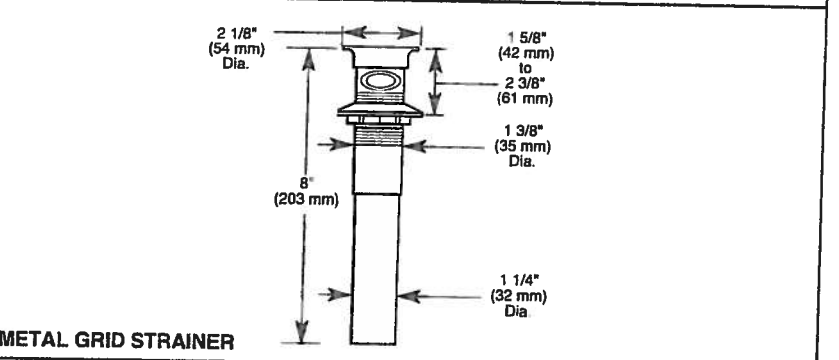
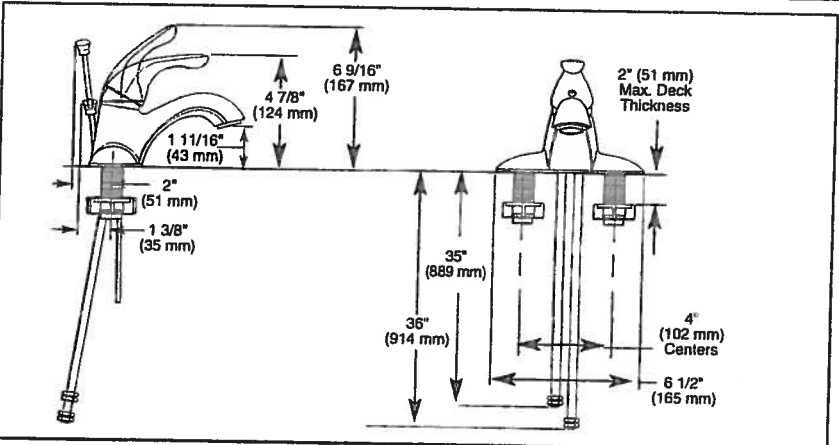
Submitted Model No.: _____

Specific Features: _____

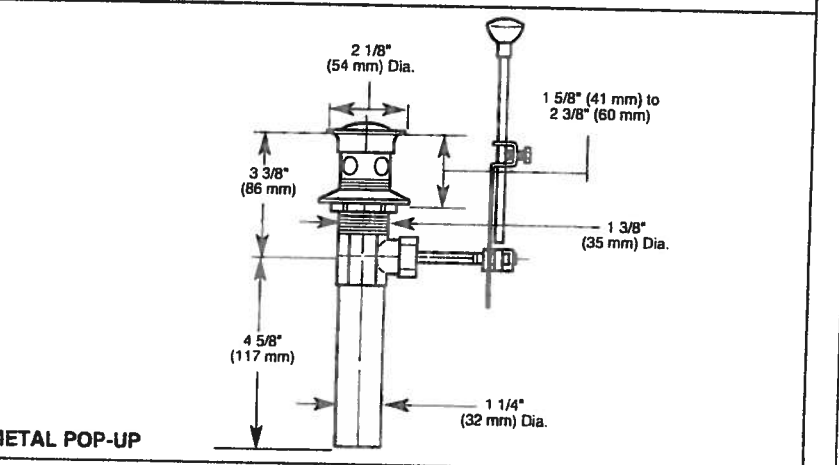
- DIAMOND™ Seal Technology
- Single Handle
- Deck Mount
- 2 and 3 Hole Sink Applications
- 4" (102 mm) Centerset

STANDARD SPECIFICATIONS:

- Single handle lavatory deck faucets for exposed mounting on two and three hole sinks.
- 4" (102 mm) centerset.
- All metal fabricated body.
- 5" (127 mm) spout.
- Vandal resistant aerator or spray outlet.
- Metal grid strainer (523).
- Metal pop-up drain (520).
- Lift Rod Hole (520).
- Vandal resistant lever handle. Red/blue colored graphics indicate hot/cold temperature.
- Control mechanism is the diamond embedded ceramic disc cartridge.
- Control handle shall return to the neutral position when valve is turned off.
- Adjustable handle limit stop.
- 3/8" O.D. straight, staggered PEX supply tubes – 35" (889 mm) and 36" (914 mm) long.
- Available Options for Field Conversion:
 - 6" (152 mm) long elbow handle–red/blue colored graphics indicate hot/cold temperature. Order RP54687



METAL GRID STRAINER

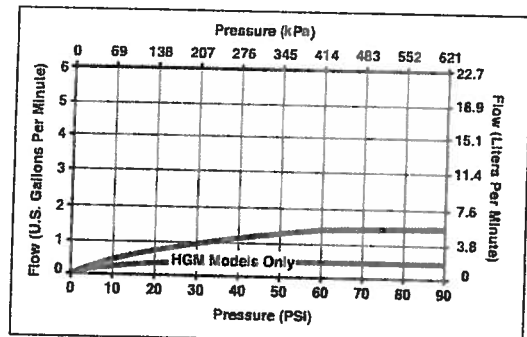


METAL POP-UP



COMPLIES WITH:

- ASME A112.18.1 / CSA B125.1
- ASME A112.18.2 / CSA B125.2
- Indicates ADA compliance to ICC/ANSI A117.1
- IAPMO Listed
- CSA Certified



Delta reserves the right (1) to make changes in specifications and materials, and (2) to change or discontinue models, both without notice or obligation. Dimensions are for reference only. See current full-line price book or www.specselect.com for finish options and product availability.

TRUEBRO® LAV GUARD® 2 Undersink Piping Covers [SDS/MSDS](#) | [Literature](#) | [Contact](#)

LAV GUARD® 2 E-Z series provides the durable, attractive, ADA- compliant undersink protection that the original Truebro LAV GUARD® is famous for. Built-in E-Z Grip fasteners and internal E-Z Tear-To-Fit trimming features eliminate the need for tools, and provide for a clean, tamper-resistant, super-fast professional installation.



E-Z series makes installation super-fast.

E-Z Tear-To-Fit feature makes trimming super-fast and contractor-friendly—no tools required.

E-Z Grip built-in fasteners are quick, strong, and reusable.

Universal design fits more P-traps and thumb wings on plastic compression nuts.

Features:

Internal rib design maximizes safety.

LAV GUARD 2 features a patented internal rib design that increases protection while providing a soft, resilient cushioning.

Easy-to-clean, antimicrobial vinyl minimizes maintenance.

LAV GUARD 2 is molded from impact-resistant, stain-resistant, antimicrobial vinyl. Its smooth surface makes it exceptionally easy to clean and maintain.

Strict code compliance minimizes risk.

LAV GUARD 2 complies with: ADA article 4.19.4, CABO/ANSI 4.20.4, UFAS 4.19.4, Calif. Title 24, UBC, IBC, ICC, Canada Barrier-Free Code

Fast installing antimicrobial molded undersink safety covers for ADA accessibility and compliance.



Manufactured under one or more of the following U.S. or Canadian patents. Other patents pending. 5,524,669 5,564,466 5,699,828 5,915,412 5,915,413 5,901,739 5,960,820 2,075,324 2,136,027 2,158,08

 Installation (javascript:)	 Printable Sell Sheet (PDF)
 Cut-Away Illustration (javascript:)	 Printable Submittal (PDF)
 Specifications (javascript:)	 Lab Test (1.9mb PDF)
 Product Options (javascript:)	

KITCHEN SINK

DAYTON

SPECIFICATIONS

Kingsford® Single Bowl Models K12521 and K12522

GENERAL

Sink bowls seamlessly drawn of heavy gauge, nickel-bearing stainless steel.

DESIGN FEATURES

Bowl Depth: 6".

Faucet Deck: Raised.

Bowl Finish: Sink bowl is polished to a buffed finish.

Underside: Sound deadened on bottom only.

Self-rimring: Sink shall be furnished with the appropriate number of clamps to provide a secure, watertight installation.

OTHER

Drain Opening: 3-1/2".

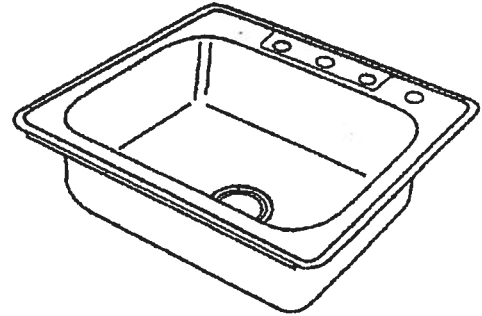
Faucet Holes: 3 or 4 faucet holes, 4" center to center.

Note: Unless otherwise specified, sink is furnished with 4 faucet holes.

These sinks comply with ANSI Standard A112.19.3M.



These sinks are listed by the International Association of Plumbing and Mechanical Officials as meeting the requirements of the Uniform Plumbing Code.



Model K125224

SINK DIMENSIONS (INCHES)*

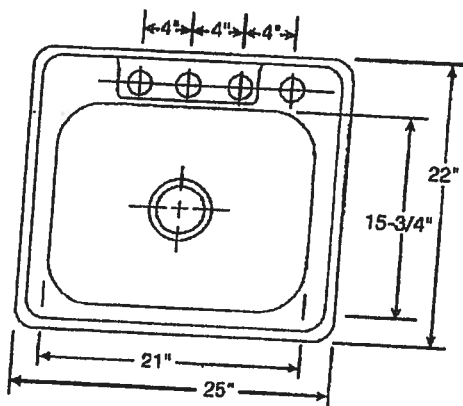
Model Number	Overall		Inside Bowl			Cutout in Countertop (1 1/2" Radius Corners)		Number of 1 1/2" Dia. Faucet Holes	Minimum Cabinet Size	Ship. Wt. Lbs.
	L	W	L	W	D	L	W			
K12521	25	21 1/4	21	15 3/4	6	24 3/8	20 5/8	3-or-4	30	0 1/4
K612521	25	21 1/4	21	15 3/4	6	24 3/8	20 5/8	3-or-4	30	40
K612522	25	22	21	15 3/4	6	24 3/8	21 3/8	3-or-4	30	60
K5012521	25	21 1/4	21	15 3/4	6	24 3/8	20 5/8	3-or-4	30	300
K5012522	25	22	21	15 3/4	6	24 3/8	21 3/8	3-or-4	30	400

* Length is left to right. Width is front to back.

K-Prefix sinks are packed one sink per shipping carton.

K6-Prefix sinks are nested six sinks per shipping carton.

K50-Prefix sinks are nested 50 sinks per shipping carton.



Bowl Depth is 6"
Model K125224 Illustrated

ALL DIMENSIONS IN INCHES. TO CONVERT TO MILLIMETERS MULTIPLY BY 25.4.

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice.

This specification describes an Elkay product with design, quality and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Elkay

www.elkayusa.com

2222 Camden Court
Oak Brook, IL 60523

Printed In U.S.A.

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(Rev. 6/04) 2-23D

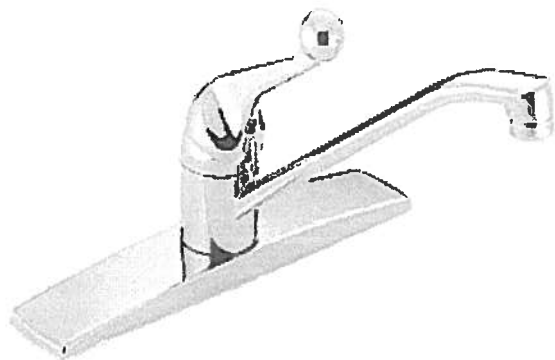


see what Delta can do™

Classic Single Handle Kitchen Faucet

Model Number: 100-WF

List Price: \$109.75



Features & Benefits

- Sensible styling that complements any home.
- Classically styled faucets and accessories handle the toughest of tasks with ease.
- 8 long spout swings 360° for added convenience
- Single lever handle for ease of control
- Solid brass construction ensures quality and reliability

Smart Features

-  ADA Compliant
-  Water-Efficient

Product Specifications

Number of Handles:	1
Tall/High-Arc:	No
Pull-out/Pull-down:	No
With Side Sprayer:	No
With Soap/Lotion Dispenser:	No
Valve Type:	Washerless ball valve
Flow Rate:	1.5 gpm @ 60 psi, 5.7 L/min @ 414 kPa
Holes/Width:	3-hole 6 or 8 installation
Spout Length:	8" long
Spout Height Deck to Aerator:	5" from deck to aerator



KITCHEN FAUCETS

- Classic Series
- Single Handle Deck Mount
- 3 and 4 Hole Sink Applications

STANDARD SPECIFICATIONS:

- Solid brass fabricated body.
- Standard 8" (203 mm) long spout swings 360°.
- 10" (254mm) long spout swings 360°. Standard on models 100-WF10, 110-WF10 and 400-10.
- Lever handle. Control mechanism shall be of the rotating stainless steel ball type with replaceable non-metallic seats operating in stainless steel lined sockets.
- Control handle shall return to neutral position when valve is turned off.
- Model 400 series with spray attachment has anti-siphon device as integral part of valve body.
- Model 100, 110 and 400 series without dispenser can be field converted from 8" (203 mm) to 6" (152 mm) centers.
- Quick Snap® vegetable sprayer hose with white sprayhead on model 400 series - 45" (1143mm) long hose.
- 3/8" O.D. copper tube inlets - 10" (854mm) long.
- Models with suffix "WF" supplied with 1/2"-14 NPSM adapters.
- Model 400-ELT has 18" (457mm) extra long supply tubes.
- Model 110-WF10 ships with 360° swivel spray aerator (RP2189).

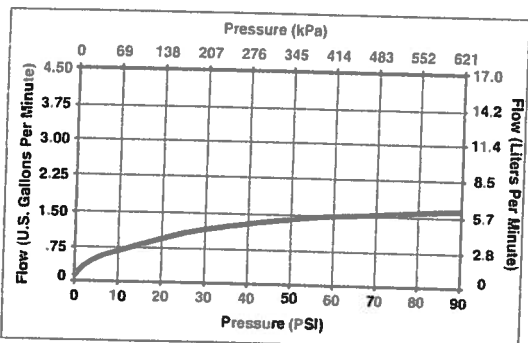
WARRANTY

- Lifetime Faucet and Finish Limited Warranty to the original consumer purchaser to be free from defects in material and workmanship.
- 5 Year Limited Warranty for usage in all industrial, commercial and business applications.

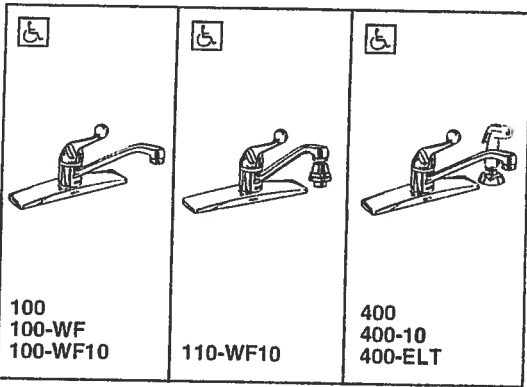


COMPLIES WITH:

- ASME A112.18.1 / CSA B125.1
- Indicates compliance to ICC/ANSI A117.1



55 E 111th Street, Indianapolis, Indiana 46280
 350 South Edgeware Road, St. Thomas, ON, N5P 4L1
 © 2011 Masco Corporation of Indiana



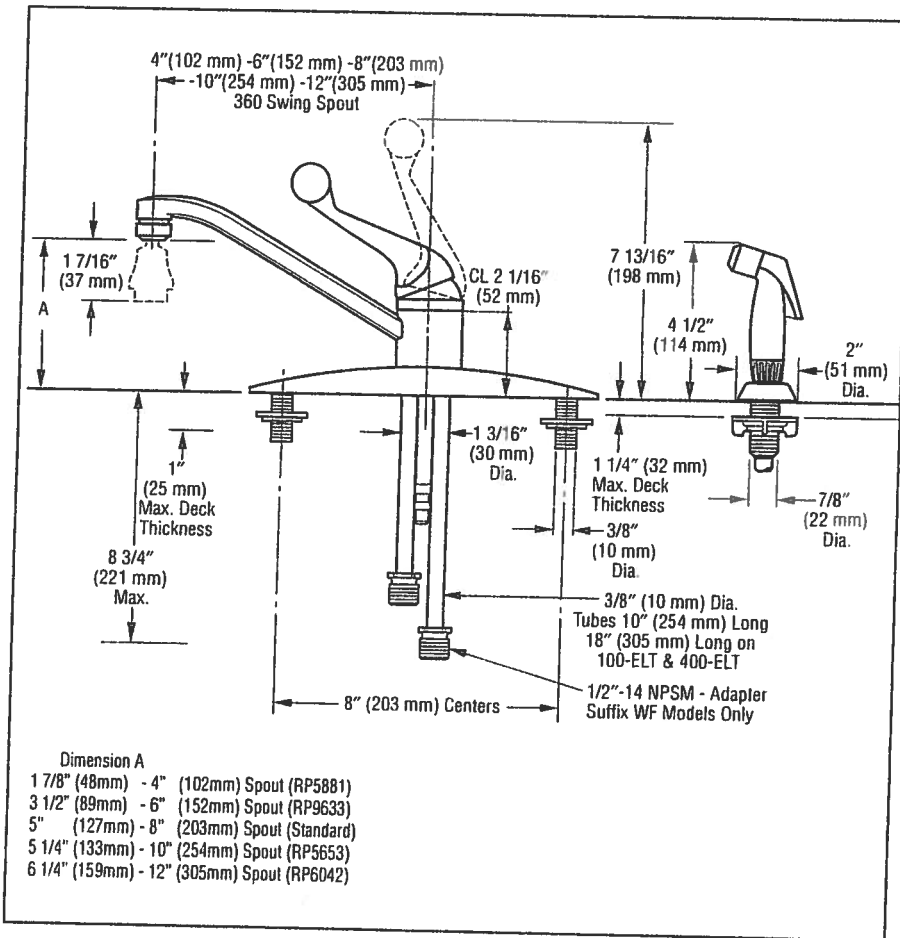
100
100-WF
100-WF10

110-WF10

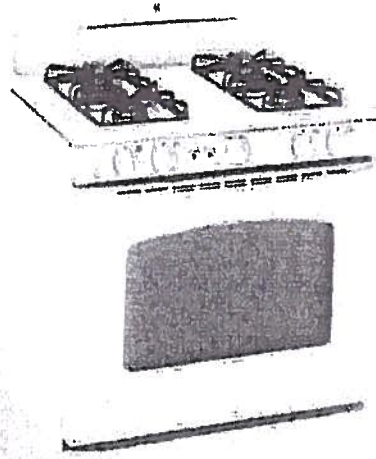
400
400-10
400-ELT

Submitted Model No.: _____

Specific Features: _____



Free-standing gas ranges

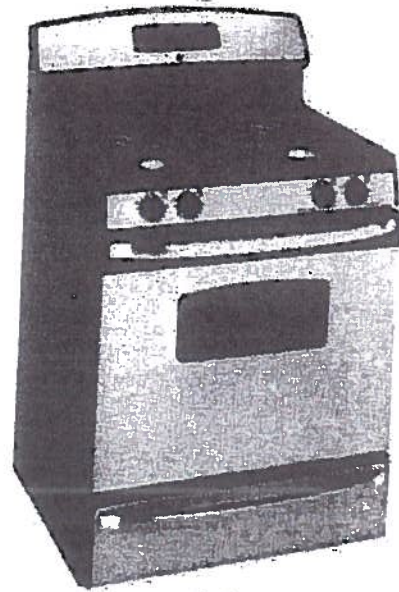


JGBP27
GE® 30" range

- Extra-large oven capacity—enough room to cook an entire meal at once
- Self-clean oven—cleans the oven cavity without the need for scrubbing
- Upfront oven controls—minimize need to reach
- All-purpose burners—deliver a wide range of heat output for most cooking needs
- Sealed cooktop burners—contain spills and make cleaning quick and easy
- Big hearth-shaped window



JGBP27DEMWW



JGBP
GE 30

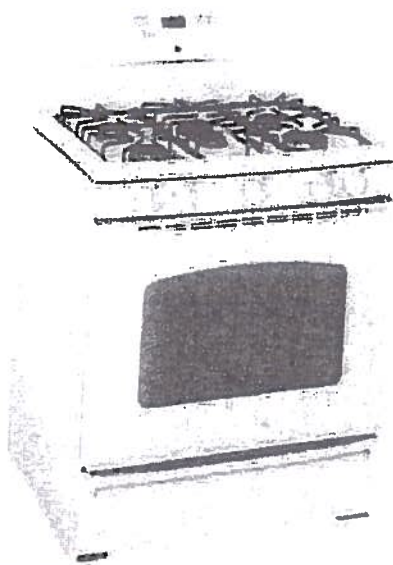
- Extra capacity room entire
- Self-clean with scrub
- Quick control
- All purpose of heat cook
- Sealed burner and quick



JGBP25EMSS

JGBP25DEMWW

JGBP25DEMBB



JGBS80
GE 30" range

- Super-large 5.0 cu. ft. oven capacity—enough room to cook an entire meal at once
- Standard-clean oven
- Deep-recessed cooktop—helps contain spills for quick and easy cleaning
- Center oval burner with non-stick griddle—ideal for cooking multiple foods at once
- Big, hearth-shaped window



JGBS80EMSS

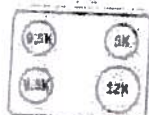
JGBS80DEMWW

JGBS80DEMBB



JGBS
GE 30

- Extra capacity room entire
- Standard
- Precise delivery ideal
- 12,000 output provide heat
- Deluxe
- Big hearth window



JGBS23EMSS

JGBS23DEMWW

JGBS23DEMCB

JGBS23DEMBB

Stainless steel White on white Black on black

Complete features and specifications on pages 258-261.
Bold = feature upgrade from previous model.
*See page 202 for ADA requirements.



All cooktops that include center oval burner also include non-stick griddle.

Cooking products

GE® Sealed burner models										
ADA-compliant	JGBP86SEM JGBP86DEM	JGBP85SEM JGBP85DEM	JGBP36SEM JGBP36DEM	JGBP33SEM JGBP33DEM	JGBP25SEM JGBP25DEM	JGBP20SEM JGBP20DEM	JGB280SEM JGB280DEM	JGBP27DEM	JGBP25SEM JGBP25DEM	
Oven capacity	Slip-in large 5.0 cu. ft.	Super-large 5.0 cu. ft.	Super-large 5.0 cu. ft.	Extra-large 4.8 cu. ft.	Extra-large 4.8 cu. ft.	Extra-large 4.8 cu. ft.	Extra-large 4.8 cu. ft.	Extra-large 4.8 cu. ft.	Extra-large 4.8 cu. ft.	
Oven cleaning	Self-clean	Self-clean	Self-clean	Self-clean	Self-clean	Self-clean	Self-clean	Self-clean	Self-clean	
Cooking burners	Sealed	Sealed	Sealed	Sealed	Sealed	Sealed	Sealed	Sealed	Sealed	
PowerBoil Inlet	II 17,000 BTU	II 17,000 BTU	II 15,000 BTU	II 15,000 BTU	II 12,000	II 12,000	II 12,000	II 12,000	II 9,500	
High output burner	II 17,000 BTU	II 17,000 BTU	II 15,000 BTU	II 15,000	II 12,000	II 12,000	II 12,000	II 12,000	II 9,500	
Electric Simmer burner (Not)	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	
All-purpose burners (Not)	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	140° simmer	
Center dual burner	II 9,500 BTU	II 9,500 BTU	II 9,500 BTU	II 9,500	II 9,500	II 9,500	II 9,500	II 9,500	II 9,500	
Hot-sit & griddle	Included	Included	Included	Included	Included	Included	Included	Included	Included	
Valve/pressure of turn	270	270	270	270	270	270	270	270	270	
Temp. system	270	270	270	270	270	270	270	270	270	
Electronic controls	QuickSet IV	QuickSet V	QuickSet IIIA	QuickSet IV	QuickSet III	QuickSet III	QuickSet II	QuickSet II	QuickSet II	
Electronic oven control	•	•	•	•	•	•	•	•	•	
Delay Bake	•	•	•	•	•	•	•	•	•	
Auto off-clean	•	•	•	•	•	•	•	•	•	
Electronic clock and timer	•	•	•	•	•	•	•	•	•	
Automatic oven timer	•	•	•	•	•	•	•	•	•	
Auto shut-off	•	•	•	•	•	•	•	•	•	
Control lock capability	•	•	•	•	•	•	•	•	•	
Certified Sabbath mode	•	•	•	•	•	•	•	•	•	
One-touch oven start	•	•	•	•	•	•	•	•	•	
One-touch oven stop	•	•	•	•	•	•	•	•	•	
Interior coating	Porc-enam.	Porc-enam.	Porc-enam.	Porc-enam.	Porc-enam.	Porc-enam.	Porc-enam.	Porc-enam.	Porc-enam.	
Interior material	Black Grey Yellow Black	Black Grey Yellow Black	Black Grey Yellow Black	Black Grey Yellow Black	Black Grey Yellow Black	Black Grey Yellow Black	Black Grey Yellow Black	Black Grey Yellow Black	Black Grey Yellow Black	
Removable grates	•	•	•	•	•	•	•	•	•	
Cast-iron grates	•	•	•	•	•	•	•	•	•	
Ignition system	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic	
Self-cleaning racks	•	•	•	•	•	•	•	•	•	
Self-cleaning rack positions	2	2	2	2	2	2	2	2	2	
Scratch-resistant backguard	•	•	•	•	•	•	•	•	•	
Interior oven light	•	•	•	•	•	•	•	•	•	
Warning display	•	•	•	•	•	•	•	•	•	
Storage drawer	•	•	•	•	•	•	•	•	•	
In-oven broiling	•	•	•	•	•	•	•	•	•	
Color code/finish	SS/WW/BB	SS/WW/CC/BB	SS/WW/CC/BB	SS/WW/CC/BB	SS/WW/BB	SS/BS/WW/BB	SS/BS/WW/BB	WW	SS/WW/BB	
Stainless steel oven door	•	•	•	•	•	•	•	•	•	
Black stainless steel oven door	•	•	•	•	•	•	•	•	•	
Oven door with window	•	•	•	•	•	•	•	•	•	
Decorative-style handle	•	•	•	•	•	•	•	•	•	
Over-the-oven interior dimen.	24 x 19 1/2 x 19									
Width (inches)	24									
Depth (inches)	19									
Top burners	II 6.0/11.0 II 17.0/11.0 II 11.0/11.0 II 5.0/5.0 II 9.5/9.5	II 17.0/11.0 II 11.0/11.0 II 5.0/5.0 II 11.0/11.0	II 15.0/11.0 II 11.0/11.0 II 5.0/5.0 II 9.5/9.5	II 15.0/11.0 II 11.0/11.0 II 5.0/5.0 II 9.5/9.5	II 12.0/11.0 II 5.0/5.0 II 9.5/9.5	II 12.0/11.0 II 5.0/5.0 II 9.5/9.5	II 12.0/11.0 II 5.0/5.0 II 9.5/9.5	II 12.0/11.0 II 5.0/5.0 II 9.5/9.5	II 12.0/11.0 II 5.0/5.0 II 9.5/9.5	II 9.5/9.5
Storage electrical rating	16.0/16.0 Over 12.5/12.0 (Broil)									
LP conversion kit incl.	120V 60Hz SA									

Cooking products

Cooking products

Cooking products

D. n. 23309 7-10 Page 1

HD Price 733.79

White Ivory

APPROXIMATE DIMENSIONS (WxHxD)
29 7/8 in X 46 7/8 in X 27 1/8 in *See full dimensions*

Self-clean oven
Self-clean allows you to spare yourself from the trouble and effort it takes to scrub the oven interior

Upright controls
Easy-to-read graphics and one-touch control makes everyday cooking easy as ever

Extra-large oven capacity
Enough room to cook an entire meal at once

Call heating elements
Removable elements provide even heat and are easy to clean

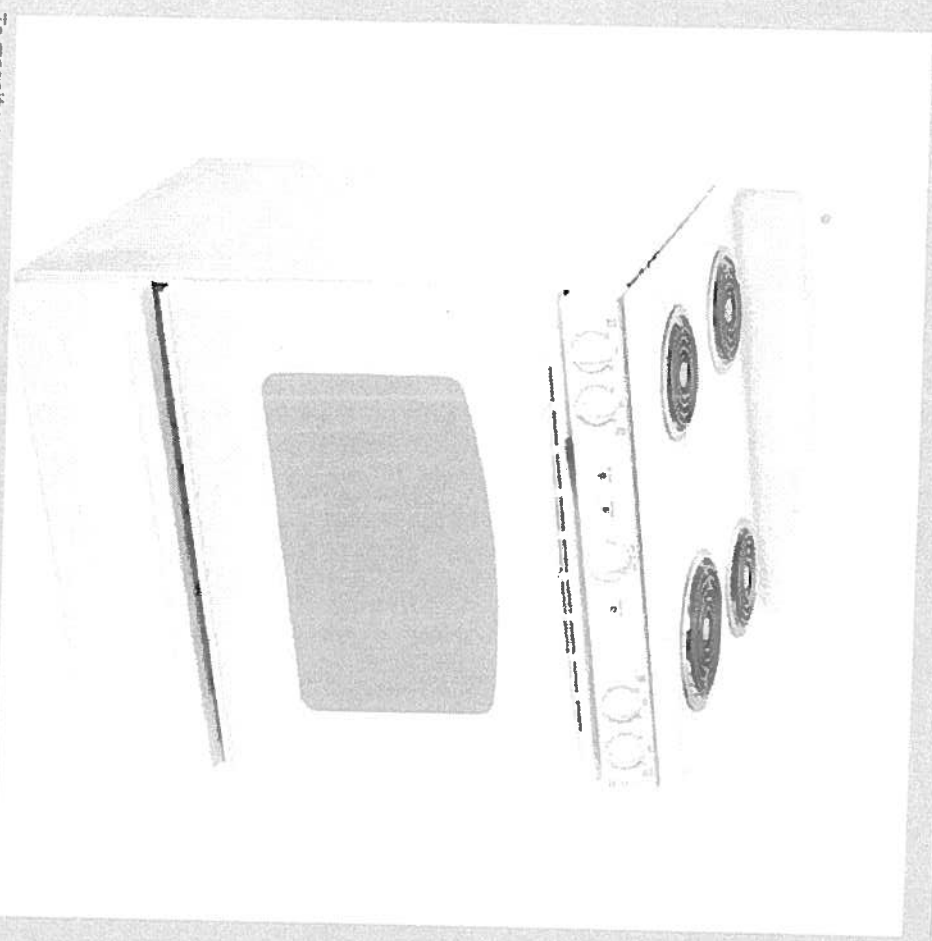
Big ClearView™ window
No need to open the door to check on food. The extra large window size and clear glass makes it easy.

Dual-element bake
This top-and-bottom heating produces uniform browning and fast oven preheating

SEE COMPLETE PRODUCT DETAILS

- ◊ [Additional Colors](#)
- ◊ [Capacity](#)
- ◊ [Features](#)
- ◊ [Claims & Certifications](#)
- ◊ [Appearance](#)
- ◊ [Materials & Dimensions](#)
- ◊ [Power Ratings](#)
- ◊ [Merch](#)

To magnify, move your mouse over the image above.



LITERATURE & MANUALS

- ◊ [Quick Specs](#)
- > [Use and Care Manual](#)
- ◊ [Installation Instructions](#)
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 All documents are PDF files you will need Adobe Acrobat Reader to view.


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*HD Supply
Vendor ID # 285205*

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W4TXNWFQ

Crispers allow you to easily store a wide array of fruits and vegetables. The easy-to-reach up-front temperature controls make it simple to adjust refrigerator or freezer functions. Auto defrost system provides added convenience for proper freezer maintenance. This refrigerator is also ADA compliant, allowing easy access for those with disabilities.

White-on-White
Model: W4TXNWFQ
MSRP: \$529.00

Biscuit
Model: W4TXNFWT
MSRP: \$529.00

MSRP is Manufacturer's Suggested Retail Price and may not necessarily be the price at which the product is sold in the consumer's area. Dealer alone determines actual price.

PRODUCT FEATURES

Features

ADA Compliant

Clear Crispers

Full-Width Wire Shelves

Up-Front Temperature Controls

Fixed Utility Compartment

Full-Width Fixed Refrigerator Door Storage

Optional Automatic Ice Maker Sold Separately (Part no. ECKMF94)

Full-Width Fixed Wire Freezer Shelf

Fixed Freezer Door Storage

Automatic Defrost System

Flat Door Styling

Textured Door Finish (all colors)

Dimensions

Depth: 31 1/2 Inches
Height: 62 3/4 Inches
Width: 28 Inches

Electrical Requirements

15 Amps. 60 Hz. 120 V.

SPECIFICATIONS

Performance

Freezer Capacity: 3.8 Cu. Ft.

Refrigerator Capacity: 10.6 Cu. Ft.

Total Capacity: 14.4 Cu. Ft.

Whirlpool Customer Support
For shopping assistance call 1-800-253-1301

Controls

Control Type: Single Knob

Freezer Features

Shelf Type: Fixed Wire

Refrigerator Features

Whirlpool[®] Corporation Top Mount Refrigerator

PRODUCT MODEL NUMBERS

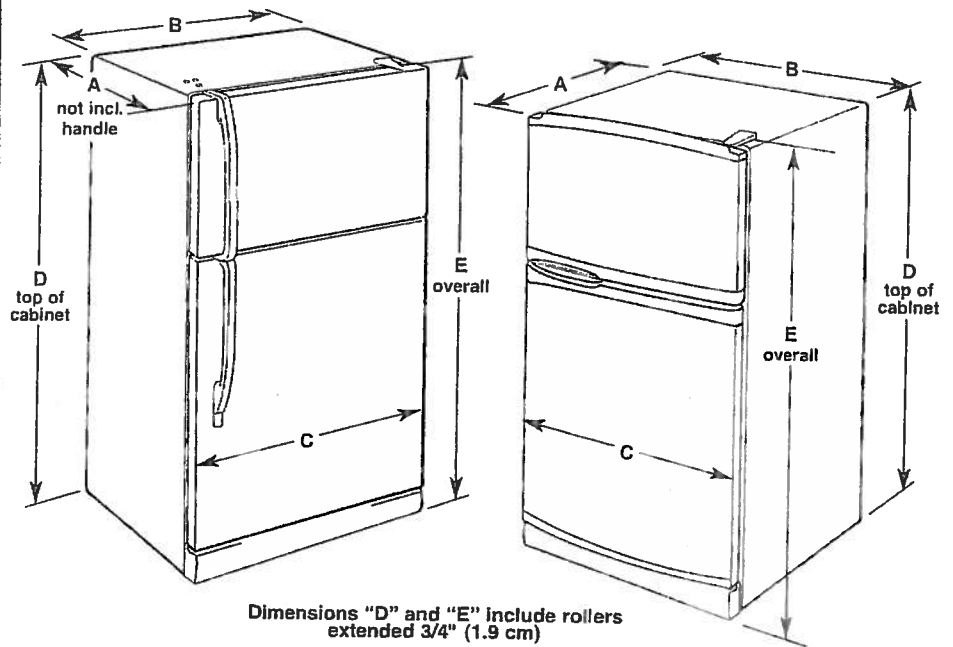
ET4WSKYS	ET8AHKXR	W8TXNGFW
ET4WSKXS	ET8AHMXR	W8TXNWFV
ET4WVLXV	ET8WTKXV	W8TXNWMW
ET5WSEXS	W4TXNWFV	W8TYNWFV
ET5WSEXV	W5TXEWFV	
ET6WSKXS	W6TXNWFV	

Electrical: A 115-volt, 60-Hz, AC-only, 15- or 20-amp fused, grounded electrical supply is required. It is recommended that a separate circuit serving only your refrigerator be provided. Use an outlet that cannot be turned off by a switch. Do not use an extension cord.

Water: A cold water supply with water pressure between 30 and 120 psi (207 and 827 kPa) is required to operate ice maker. If you have questions about your water pressure, call a licensed, qualified plumber.

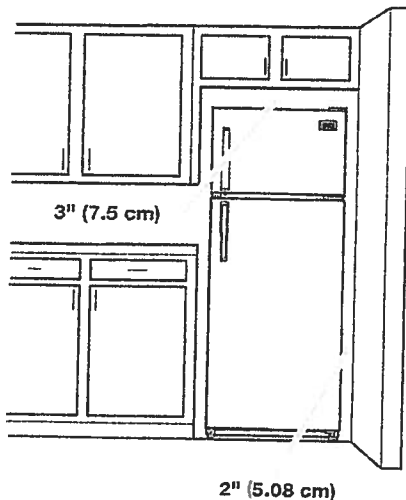
Reverse Osmosis Water Supply: If a reverse osmosis water filtration system is connected to your cold water supply, the water pressure to the reverse osmosis system needs to be a minimum of 40 to 60 psi (276 to 414 kPa).

PRODUCT DIMENSIONS



Model	Depth "A"	Cab. Width "B"	Door Width "C"	Cab. Height "D"	Overall Height "E"
14 cu.ft.	29-3/4" (75.6 cm)	28" (71.1 cm)	28" (71.1 cm)	62-1/8" (157.8 cm)	62-3/4" (159.4 cm)
15 cu.ft.	31-1/8" (79.1 cm)	28" (71.1 cm)	28" (71.1 cm)	62-1/8" (157.8 cm)	62-3/4" (159.4 cm)
16 cu.ft. ET6WSKXS	31-1/8" (79.1 cm)	28" (71.1 cm)	28" (71.1 cm)	65-1/4" (165.7 cm)	65-3/4" (167 cm)
16 cu.ft. W6TXNWFV	30-7/8" (78.4 cm)	28" (71.1 cm)	28" (71.1 cm)	65-1/4" (165.7 cm)	65-3/4" (167 cm)
18 cu.ft. ET8AHMXR ET8WTKXV	31-1/8" (79.1 cm)	28" (71.1 cm)	28" (71.1 cm)	67-3/8" (171.1 cm)	67-7/8" (172.4 cm)
18 cu.ft. W8TXNGFW W8TXNWFV W8TXNWMW W8TYNWFV	30-7/8" (78.4 cm)	28" (71.1 cm)	28" (71.1 cm)	67-3/8" (171.1 cm)	67-7/8" (172.4 cm)

LOCATION REQUIREMENTS



To ensure proper ventilation for your refrigerator, allow for a 1/2" (12.7 mm) space on each side. Allow 3" (7.5 cm) of space between overhead cabinets and refrigerator top. Allow at least 1" (25.4 mm) between back of cabinet and the wall. If your refrigerator has an ice maker, make sure you leave some extra space at the back for the water line connections.

If you are installing your refrigerator next to a fixed wall, leave 2" (5.08 cm) minimum on the hinge side (depending on your model) to allow for the door to swing open.

NOTE: Do not install the refrigerator near an oven, radiator, or other heat source, nor in a location where the temperature will fall below 55°F (13°C).

Total Shelves: 3

Shelf Description: FW Wire

Shelf Type: Wire

Drawer 1: Crisper Pan

Exterior

Door Style: Flat - Textured

Dimensions

Width: 28 Inches

Depth with Door Open 90 Degrees: 57 Inches

Height To Top Of Cabinet: 62 1/8 Inches

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WHIRLPOOL 14.4 CU FT REFRIG-WHITE-RIGHT - Freight

HD supply Part #: 285200
Brand: Whirlpool
Country Of Origin: MEXICO

Click "Check Stock" to see if this product is currently available.

Price	Qty.	
1+ \$512.00	<input type="text" value="1"/>	<input type="button" value="+ Add to Cart"/> <input type="button" value="+ Add to List"/>

- [Summary](#)
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Whirlpool® 14.4 Cu Ft Top-Mount Refrigerator - Cup And Bow Handles - Slide-Out Adjustable DuraWhite™ Wire Shelves - One Full-Width Vegetable Crisper Drawer - Fixed Door Storage - Utility Shelf - Right-Hand Reversible Door Swing - White - 62-1/8H x 28 1/2" x 29-1/8" D - Use With 127350 Automatic Ice Maker - Mfg #W47X1WFPWQ
 Freight charges apply only to customers not in Dedicated Delivery areas serviced by our own fleet of trucks. Call 877-894-4932 to inquire

Right-Hand Reversible Door Swing

Catalog Icons

ADA Approved - Complies with ADA standards. Items with this symbol meet the standards required by the Americans with Disabilities Act.

UL Listed - Underwriters Laboratories Inc. (UL) is an independent product safety certification organization that has been testing products and writing Standards for Safety for over a century. If a product carries this mark, it means UL found that representative samples of this product met UL's safety requirements.



Quote

#107187642
Page 1 of 1

Customer Number	Ordered By	Order Date	Order Method	Quote	Payment Terms	PO Number
6132204	bill phelan	10/12/2011	Phone	N/A	Net 45 Days	quote
Bill To:	PHILADELPHIA HOUSING AUTHORITY ATTN: ACCOUNTS PAYABLE PO Box 8729 Philadelphia PA 19101-8729			Ship To:	PHILADELPHIA H/A CENTRAL WHSE PREAPPRENTICESH HENDERSON, CHER 3440 Bartram Ave Philadelphia PA 19153-3225	

Category	Part Number	Description	GL Code	Ordered Qty	Confirmed Qty	UOM	Unit Price	Extended Price
Appliance	285200	WHIRLPOOL 14.4 CU FT REFRIG-WHITE-RIGHT	3513	1	0	EA	\$486.40	\$486.40

Sub Total
\$486.40

Sales Tax
\$0.00

Additional Fees
\$0.00

Freight
\$0.00

TOTAL
\$486.40

GL Description	Total Merchandise
3513	\$486.40
Others/XXX	\$0.00
TOTAL	\$486.40

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THANK YOU FOR YOUR BUSINESS

Quote



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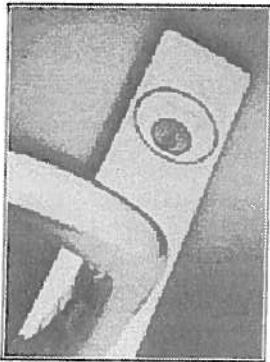
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- Doors & Hardware
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- Elevators
- Emergency Preparedness
- Energy Efficiency
- Equipment Rental & Tools
- Facilities Management
- Fire Safety
- Flooring
- Green
- Grounds Management
- Health Care Facilities
- HVAC
- IAQ
- Lighting
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Vandal-Resistant Mortise Locks - Facility Management Product Release

Ingersoll Rand Security Technologies [website](#) | [Company information](#)

The Vandlgard option is now available for Schlage L-Series mortise locks. The option enables exterior levers to freely rotate down while locked. This proprietary feature prevents damage to internal lock components when subjected to excessive force. The option also helps to safeguard the lever trim.

A retrofit kit is available for already installed L-Series locks.

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TIPS:

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posted: 1/12/2007

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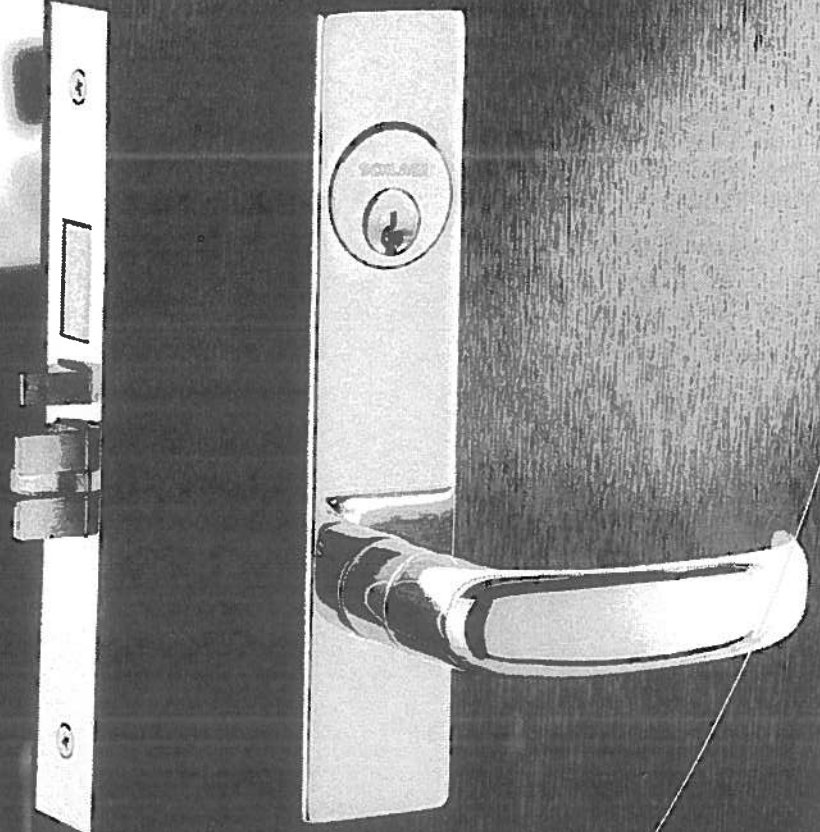
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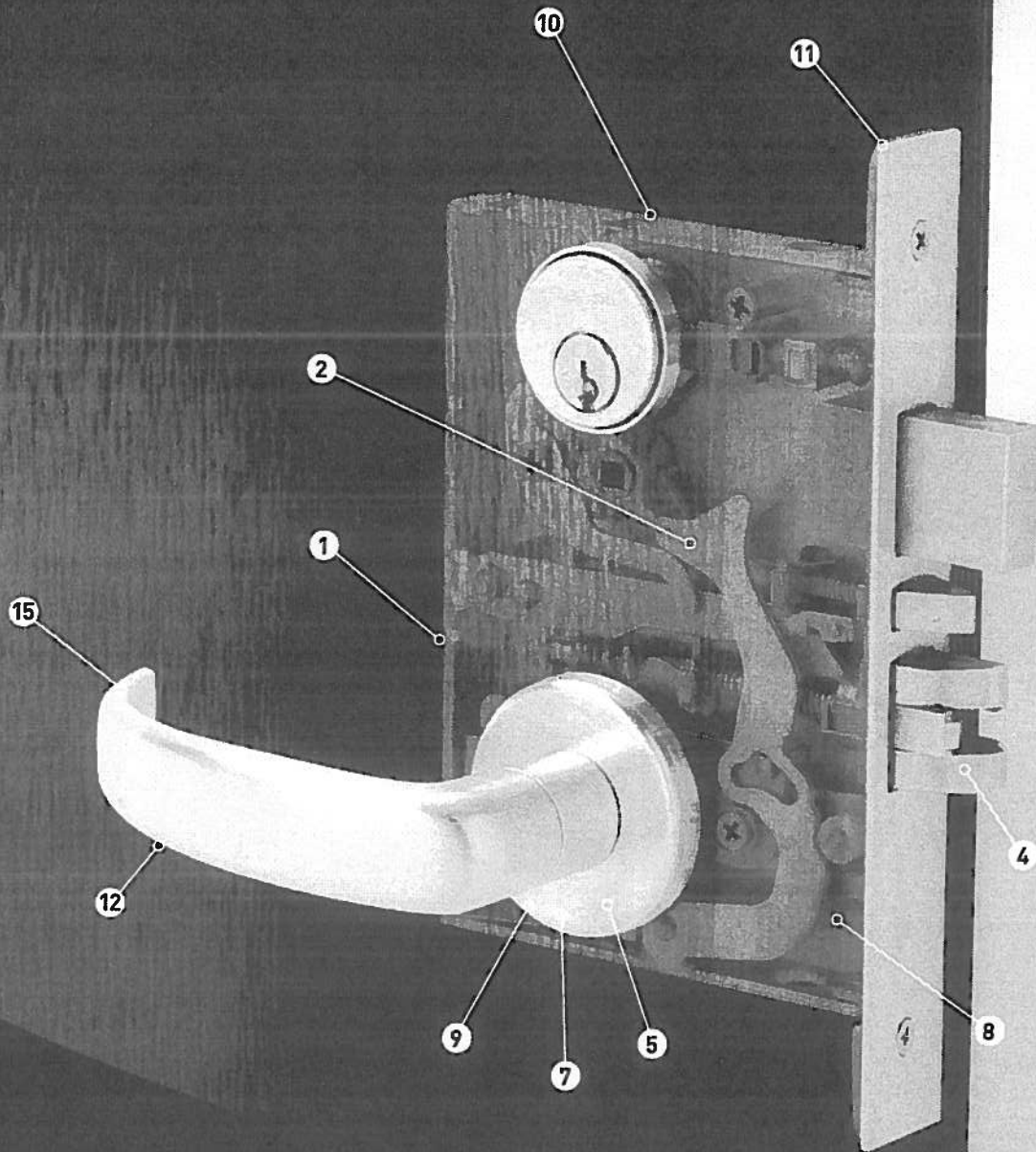
Real Security Sets You Free.™

L-Series Commercial Locks





Real Security Sets You Free.™



Vandlgard®

The L-Series Vandlgard is ideal for areas subject to abuse or anywhere vandalism is likely to be present. Vandlgard prevents damage to internal lock components caused by excessive force from kicking, hitting or standing on the lever to gain access.

It's easy to retrofit standard L-Series locks with Vandlgard using the Vandlgard Retrofit Kit and an instructional DVD that shows installation on existing hardware.



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Dexter Dover Lever

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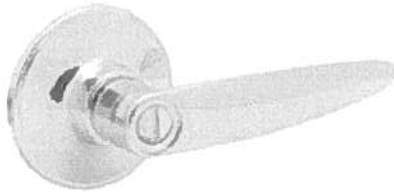
Bright Brass - Dover

Bed/Bath Lock

Model Number: J40DOV605

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Bed/Bath Lock

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- Easy installation
- Fits all standard door preparations
- Lifetime mechanical warranty and 5-year finish warranty
- Privacy function; turn-button locking. Can be locked from inside by turning turn

- Applications: Residential single and multi family doors
- Certifications: ANSI A156.2, 1996 Series 4000 Grade 3
- U.L. Listed: Box pack available
- Door thickness range: 1-3/8" to 1-3/4" standard
- Backset: Universal - fits either 2-3/8" or 2-3/4" backset
- ADA compliant: Yes
- Handing: Universal

[Installation Instructions](#)

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Dexter Dover Lever

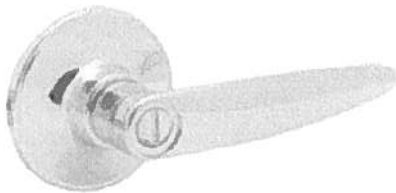
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Bright Brass - Dover

Bed/Bath Lock
Model Number: J40DOV605

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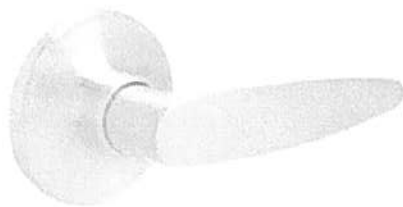
Bright Brass - Dover

Hall/Closet Lever
Model Number: J10DOV605

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[Choose Lock Function](#) [View All](#)

Hall/Closet Lever

[Features](#) | [Specifications](#) | [Documents](#) | [Review](#)

- Easy installation
- Fits all standard door preparations
- Lifetime mechanical warranty and 5-year finish warranty
- Hall and closet function; both knobs always unlocked

- Applications: Residential single and multi family doors
- Certifications: ANSI A156.2, 1996 Series 4000 Grade 3
- U.L. Listed: Box pack available
- Door thickness range: 1-3/8" to 1-3/4" standard
- Backset: Universal - fits either 2-3/8" or 2-3/4" backset
- ADA compliant: Yes
- Handing: Universal

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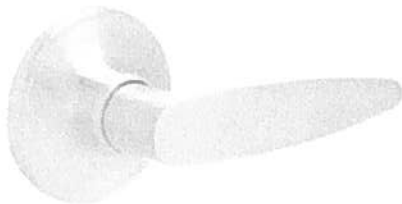
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Bright Brass - Dover

Hall/Closet Lever

Model Number: J10DOV605

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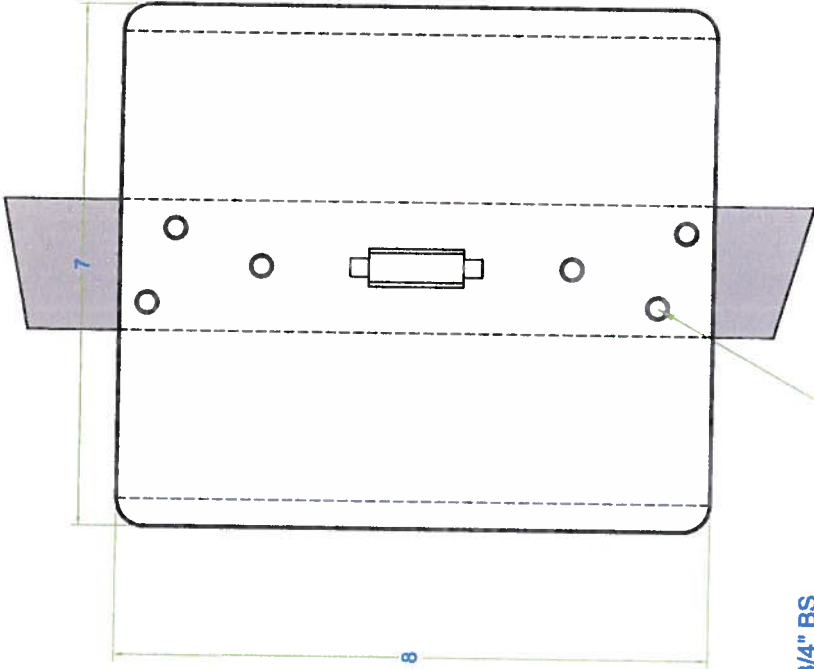
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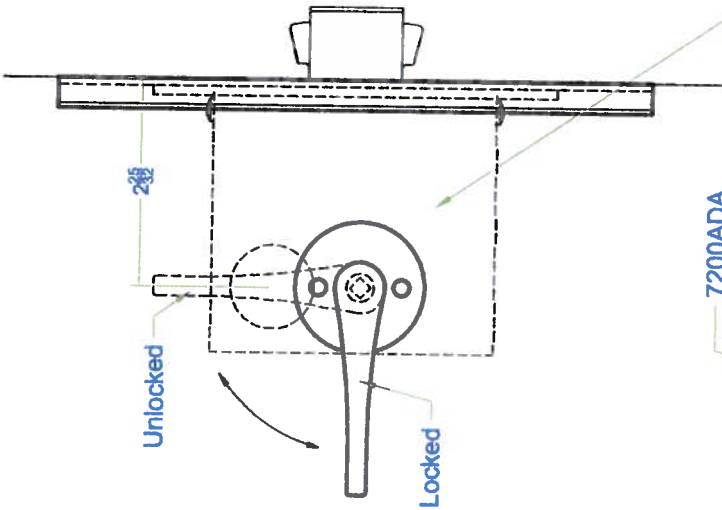


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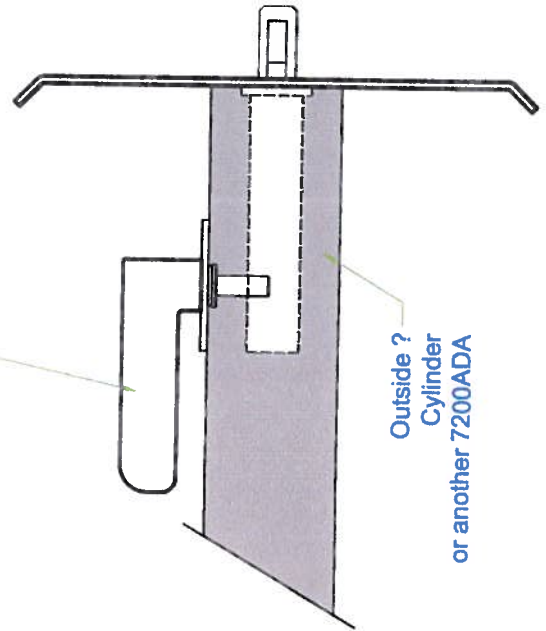


Custom Accurate Pocket door
ADA faceplate
p/n 2001FADA

#2001 2 3/4" BS
(the custom face plate
changes the
BS to 2 25/32")



7200ADA
Inside



PHA - pocket door solution
6-15-2010
 Accurate Lock and Hardware Co., LLC
 One Annie Place
 Stamford, CT 06902
 P (203) 348-8865 F (203) 348-5234
 Sales@accuratelockandhardware.com

Accurate
 Lock and Hardware
 Made in USA



July 8, 2010

Mr. Terry Hale
Sr. Development Manager
Philadelphia Housing Authority
3100 Penroseferry Road
Philadelphia, PA 19145
Tel: (215) 684-8239
Fax: (215) 567-0726

Dear Terry,

This is in reference to our latest conversation regarding the PHA accessibility project and in particular the next six phases equaling 1500-2000 doors. The pricing below will be held for the next 12 months, at that point we will the access the project and adjust the pricing accordingly.

Below I'm listing (2) specification numbers along with descriptions and list pricing.

Door condition #1

Spec number **A2001ADA1**

List cost (approximate cost to contractor) = \$349.00 each net.

Spec number A2001ADA1 includes the following:

- #2001SDL.234.626 - Sliding door lock x 2 3/4" backset x chrome bolt x no face plate x custom SS strike with a larger hole opening.
- SS Dust Box for behind the strike
- #2001FADA.630 – double door pull / lock faceplate 8" tall x 8 5/8" wide x 3/32 Stainless Steel x 630 finish
- #7200ADA.626 -- ADA handle

NOTE: Spec #1 leaves the outside of the door blank, or a cylinder may be provided by others. If cylinders are used please consult an Accurate Team member to discuss which cylinder cams will work best with the Accurate Lock system.

Prices are based on receiving an order for full quantities of all items.
FOB: Stamford, Connecticut.
This quotation will be honored for 120 days.



Door condition #2

Spec number **A2001ADA2**

List cost (approximate cost to contractor) = \$425.00 each net.

Spec number A2001ADA2 includes the following:

- #2001SDL.234.626 -Sliding door lock x 2 3/4" backset x chrome bolt x no face plate x custom SS strike with a larger hole opening.
- SS Dust Box for behind the strike
- #2001FADA.630 -- double door pull / lock faceplate 8" tall x 8 5/8" wide x 3/32 Stainless Steel x 630 finish
- #7200ADA.626 -- ADA handle
- #7200ER.626 -- ER coin release

"Thank you for considering Accurate products for the PHA accessibility projects. I hope that the above is helpful for you and you staff. Please let me know if you have any questions or if you need additional support information.

Best Regards,

Mark A. Gallo
Sales Director

Prices are based on receiving an order for full quantities of all items.
FOB: Stamford, Connecticut.
This quotation will be honored for 120 days.

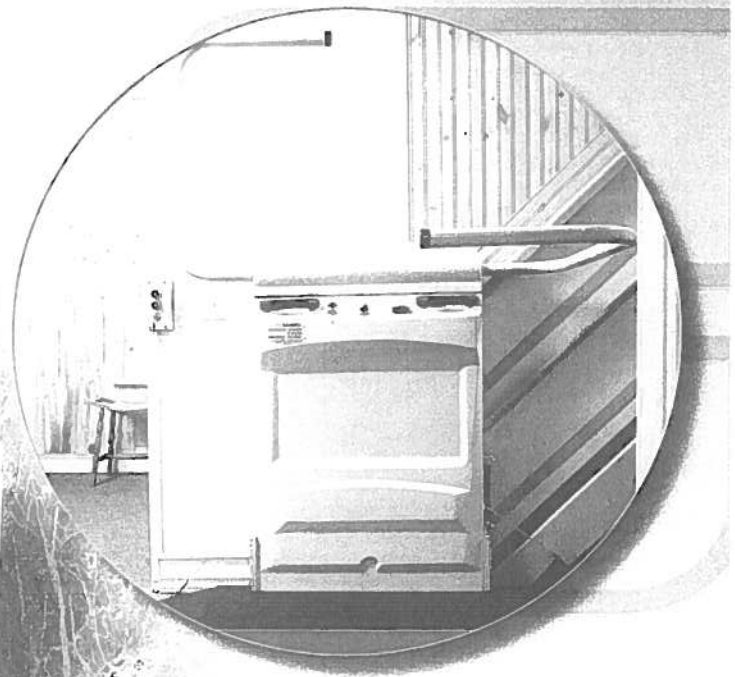


ES-125

Inclined Stair Platform Lift

Commercial or Residential, Indoor or Outdoor Applications

Savaria Concord introduces the ES-125. This inclined platform lift has been proven to be a practical, reliable solution for improving accessibility in all facilities.



More affordable than an elevator and takes up less space as well, the ES-125 inclined platform lift is designed to meet all your residential and commercial needs, whether indoors or outdoors.

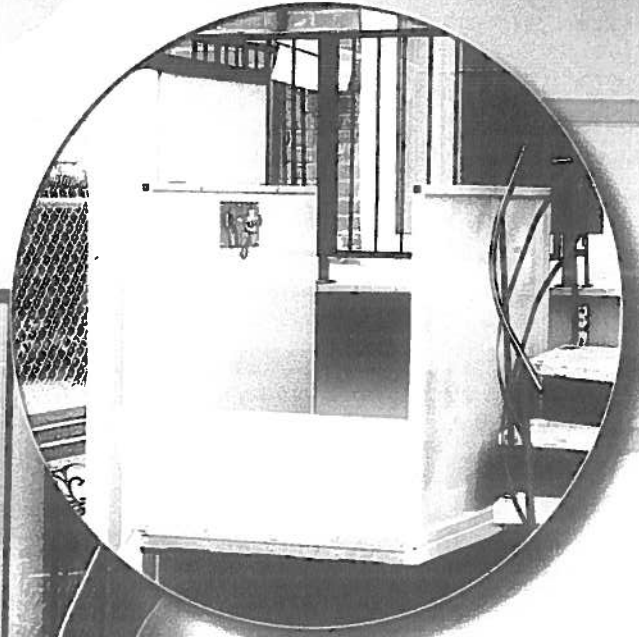
36
MONTH
LIMITED
WARRANTY

**SAVARIA
CONCORD**

Multilift

ACME Screw Drive Vertical Platform Lift

Savaria Concord introduces the Multilift. This new platform lift has been carefully designed to provide access for the physically challenged.

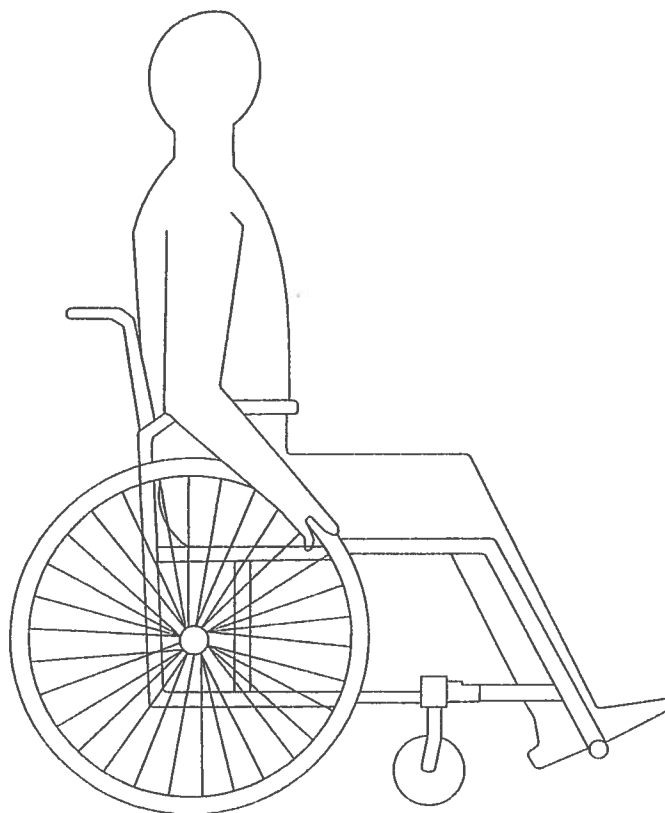


The ACME screw drive system offers a safe and reliable operation for its users. This ruggedly constructed lift has been proven in both indoor and outdoor applications.

The Multilift is designed to meet today's safety code requirements for residential and commercial use.

**36
MONTH
LIMITED
WARRANTY**

STANDARD DETAILS FOR ACCESSIBILITY




SECTION 504 OF THE NATIONAL REHABILITATION ACT PHA USE ONLY

REVISION DATES:	
2/22/05	

PROGRAM DEVELOPMENT & DESIGN
12 S. 23RD STREET
PHILADELPHIA, PA 19103
TITLE PAGE

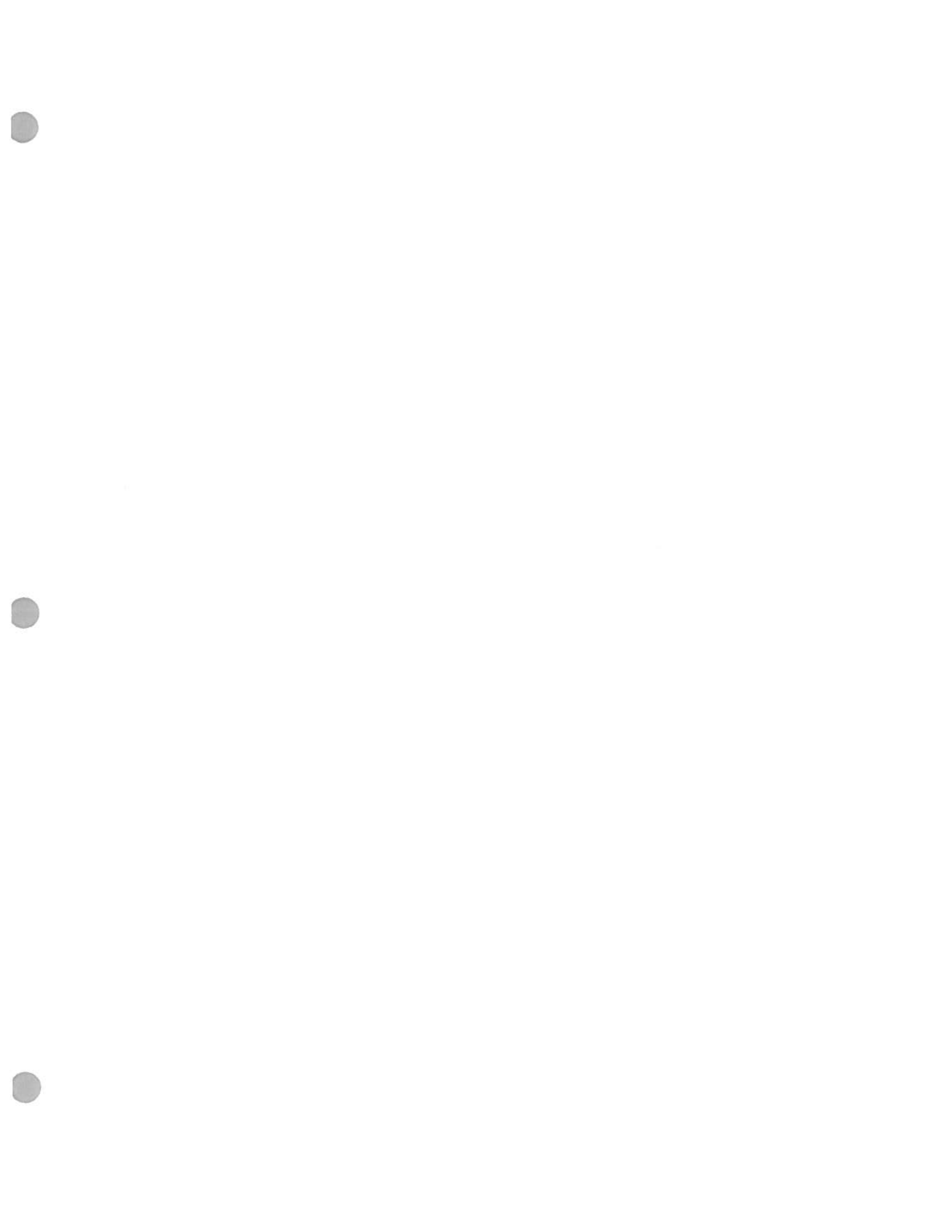
PHILADELPHIA HOUSING
AUTHORITY



BUILDING BEYOND
EXPECTATIONS

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REVISED AND REISSUED 1/25/05

MANUAL OF STANDARD DETAILS FOR 504 ACCESSIBILITY

NOTE:

1. THE PHA DESIGN STANDARD UNDER SECTION 504 AND ADA IS THE UNIFORM FEDERAL ACCESSIBILITY STANDARD (U.F.A.S.). (NOTE: THAT THE CITY OF BUILDING CODE INCORPORATES ANSI A117.1 (VERIFY EDITION) AND IS ALSO A REQUIRED STANDARD.)
2. DESIGN DETAILS IN THIS MANUAL ARE ONLY EXAMPLES OF WHAT PHA DOES FOR IN HOUSE ALTERATIONS AND ARE NOT EXACT REQUIREMENTS. SEE PLANS.
3. THE PRODUCTS AND MATERIALS SPECIFIED ARE MINIMUM REQUIREMENTS. PROJECT SPECIFIC CONSTRUCTION DOCUMENTATION MAY SHOW APPROVED EQUIVALENTS.
4. DETAILS ARE NOT TO SCALE. DO NOT MEASURE THESE DRAWINGS FOR DIMENSIONS.
5. FOR ADDITIONAL INFORMATION OR CLARIFICATION CONTACT :
MARGARET FAHRINGER, ACCESSIBILITY COORDINATOR
215-684-5781.

THE PHILADELPHIA HOUSING AUTHORITY PROGRAM DEVELOPMENT & DESIGN 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103	REVISION: 2/12/05	COVERSHEET
	1/25/05	
	11/12/02	
	12/10/98	
	9/24/96	
	11/29/95	
HANDICAP ACCESSIBILITY DETAILS	6/30/94	

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ADAPTABILITY NOTES:

DEFINITION:

The ability of certain building spaces and elements, such as kitchen counters, sinks and grab bars, to be added or altered so as to accommodate the needs of either disabled or nondisabled persons, or to accommodate the needs of persons with different types for degrees of disability.

SCOPE OF WORK:

Kitchen

Fabricate and install separately constructed 5 ft. typical sink unit portion of countertop. Only this portion of countertop and the 5ft. section of wall cabinets above it will be adjusted to accessible heights. All others to remain at standard height.

Provide plumbing connections at lowered heights to allow for different countertop height adjustments from 28" a.f.f. to 36" a.f.f.

Apply paint and plastic laminate on surfaces behind base/wall cabinets so that when adjusted at accessible height, no unfinished surfaces are exposed.

Finished flooring to be continued to wall behind base cabinets and vinyl base installed behind base cabinets so when accessible adjustments are made, no unfinished surfaces are exposed.

Order finished sides to countertop and cabinet directly adjacent to 5ft. typical sink unit, so when accessibility adjustments are made, no unfinished surfaces exposed.

Provide hard wiring for range hood fan, ranched light and under cabinet light, for future switches to be installed at accessible heights.

Install wire pull handles on all base and wall cabinets.

Bathroom

Provide structural reinforcing in walls at toilets, tubs/showers in standard bathrooms. Install 16" x 36" medicine cabinet at height of 40" a.f.f.

Miscellaneous

Install kick plates on push side of all doors and corner guards on all outside corners.

GENERAL ADAPTABILITY NOTES

THE PHILADELPHIA HOUSING AUTHORITY CONSTRUCTION SUPPORT 504 DESIGN GROUP 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103	REVISION:	GENERAL INFORMATION
	12/8/98	
HANDICAP ACCESSIBILITY DETAILS		

RAMP CONSTRUCTION NOTES:

- 1) Slope: Field verify all dimensions and adjust ramp length so as not to exceed 1:12 slope.
- 2) Demolition: Sawcut existing adjacent concrete. Notify PHA of any concrete or underground utility lines. Back fill to be tamped at 12" lifts.
- 3) Materials:
 CMU – Grade N, Type I, hollow load bearing units, ASTM C90.
 Mortar– ASTM C476.
 Core fill – Fine or coarse grout ASTM C476, 2500 PSI.
 Reinforcement – Deformed Billet – Steel Bars ASTM A615
- 4) Steel: $F_s = 20,000$ PSI.
- 5) Joint Sealant / Joint Filler: Compressible, 1/2" typical.
- 6) Expansion Joint: At top and bottom of ramp and where new concrete butts into existing construction.
- 7) Control Joint: At 5'-0" o.c. maximum distance.
- 8) Finishes: 4" thick conc. ramp w/ 6" x6" W1.4 x W1.4 WWF.
 Rough broom finish perpendicular to slope.
- 9) Allowable Stresses:
 CMU – $F' = 1200$ PSI at 28 days.
 Concrete Footing – $F' = 3,000$ PSI at 28 days.
- 10) Pipe Railing: Schedule 40, 1-1/2" O. D., primed and painted black, unless otherwise noted, with "rustalastic" type metal paint.
- 11) Landing: Insure proper shedding of water by giving landing a 2% slope, away from building, as indicated on drawings.

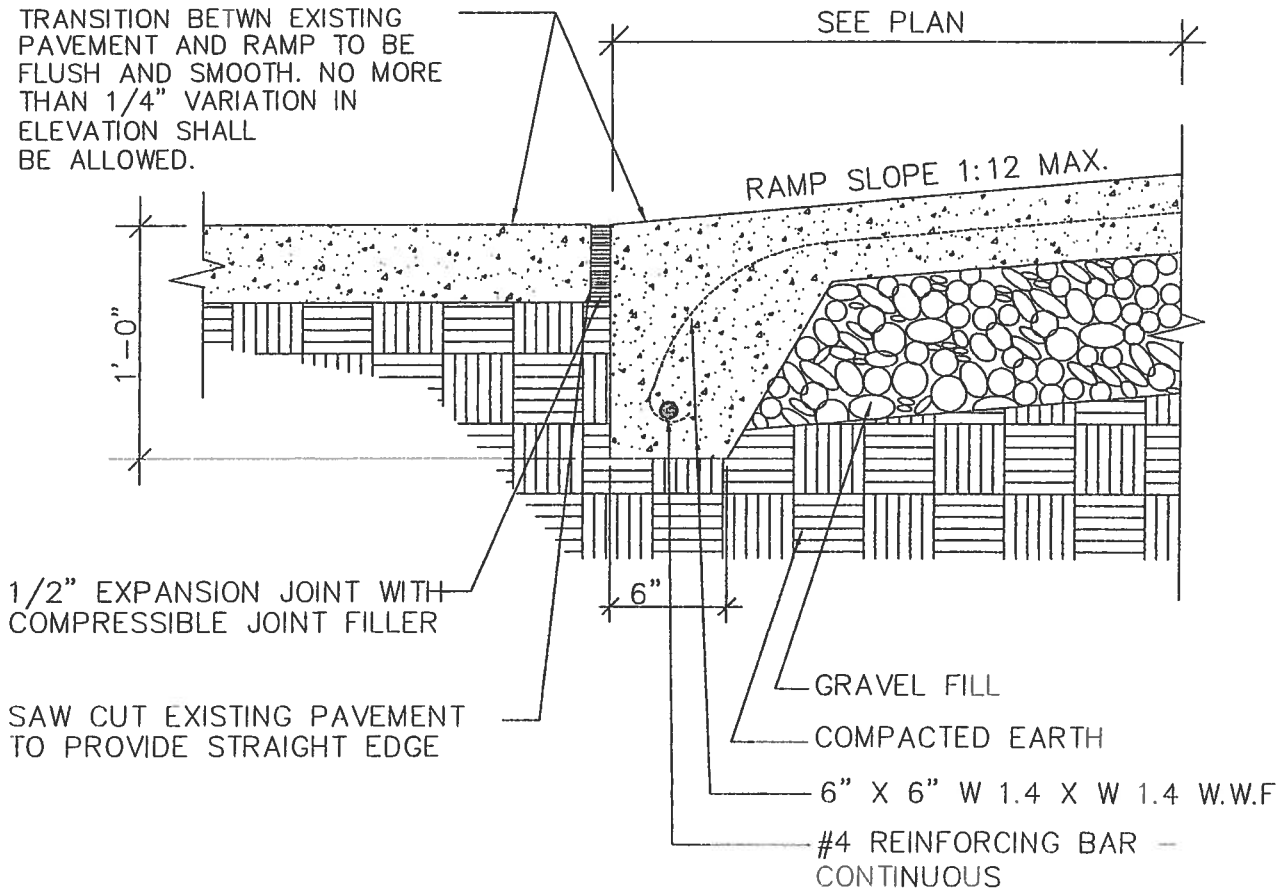
NOTE:

THE ABOVE NOTES ARE INTENDED AS QUICK REFERENCE.
 ALSO REFER TO "ACCESSIBLE PRODUCTS TECHNICAL SPECIFICATIONS" BOOKLET FOR FURTHER DETAILS ON METHODS AND MATERIALS INFORMATION.

THE PHILADELPHIA HOUSING AUTHORITY PROGRAM DEVELOPMENT & DESIGN 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103	REVISION: 2/22/05 9/24/96 11/29/95 10/20/95 6/30/94	R
HANDICAP ACCESSIBILITY DETAILS		

N: /Cad store\504\Ramp.dwg

TRANSITION BETWN EXISTING PAVEMENT AND RAMP TO BE FLUSH AND SMOOTH. NO MORE THAN 1/4" VARIATION IN ELEVATION SHALL BE ALLOWED.



NOTE:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.

RAMP DETAIL

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

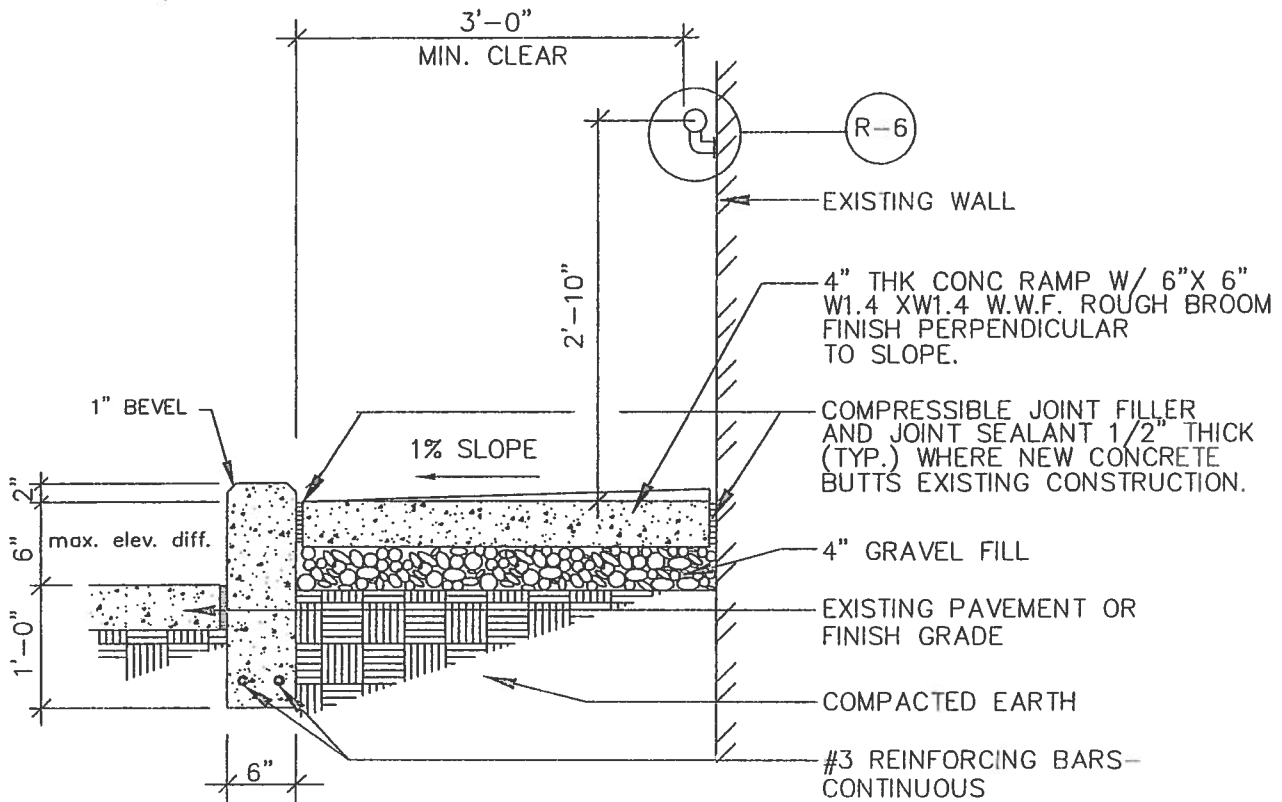
REVISION:

- 9/24/96
- 11/29/95
- 10/20/95
- 6/30/94

R-1

HANDICAP ACCESSIBILITY DETAILS

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SECTION AT RAMP

NOTE:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- ALL DIFFERENCES IN ELEVATIONS SHALL BE VERIFIED IN THE FIELD
- THE DETAIL ABOVE APPLIES TO RAMPS INSTALLED FOR ELEVATION DIFFERENCES UPTO 6 INCHES OR LESS AND A RAMP LENGTH OF 72" MAX.

RAMP WITH "CURB"

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

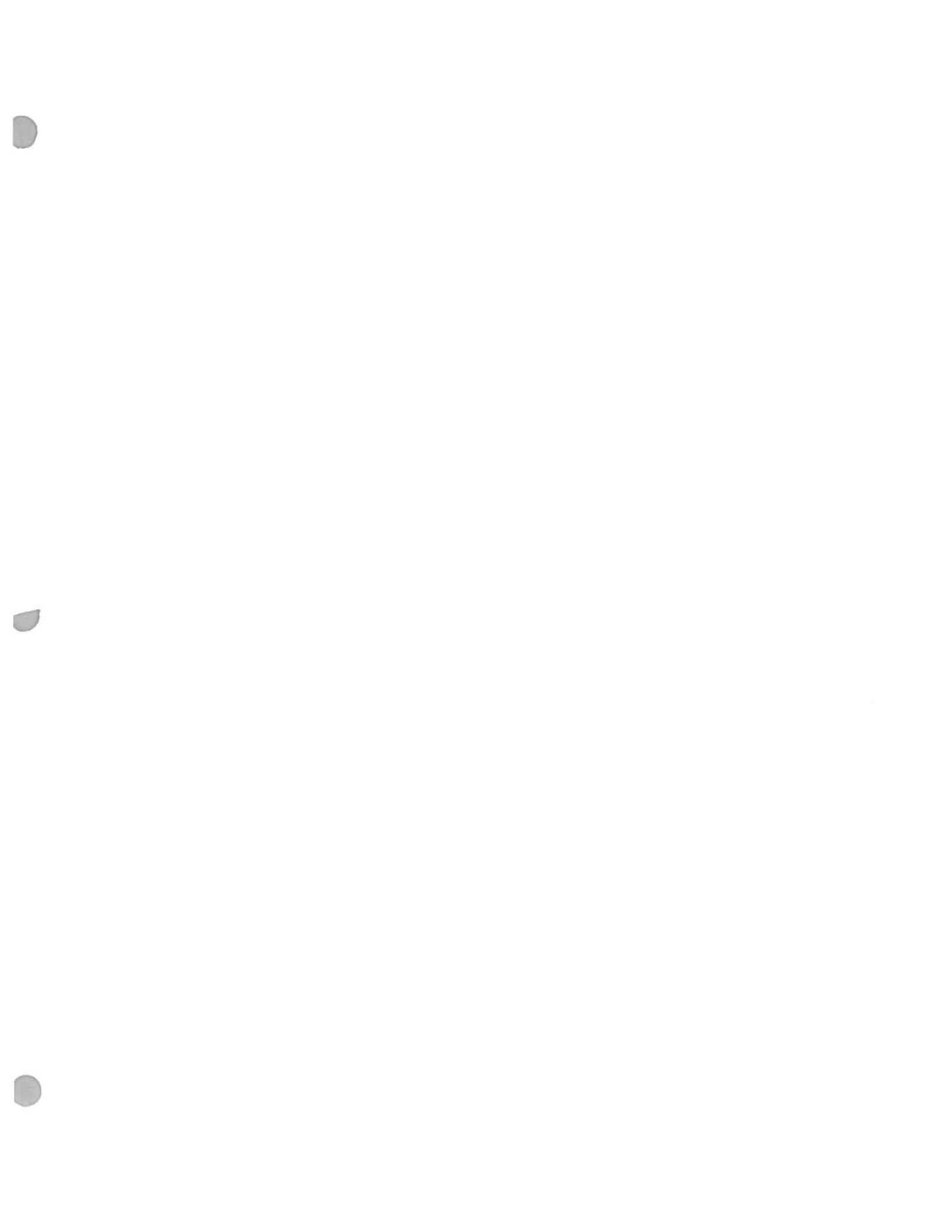
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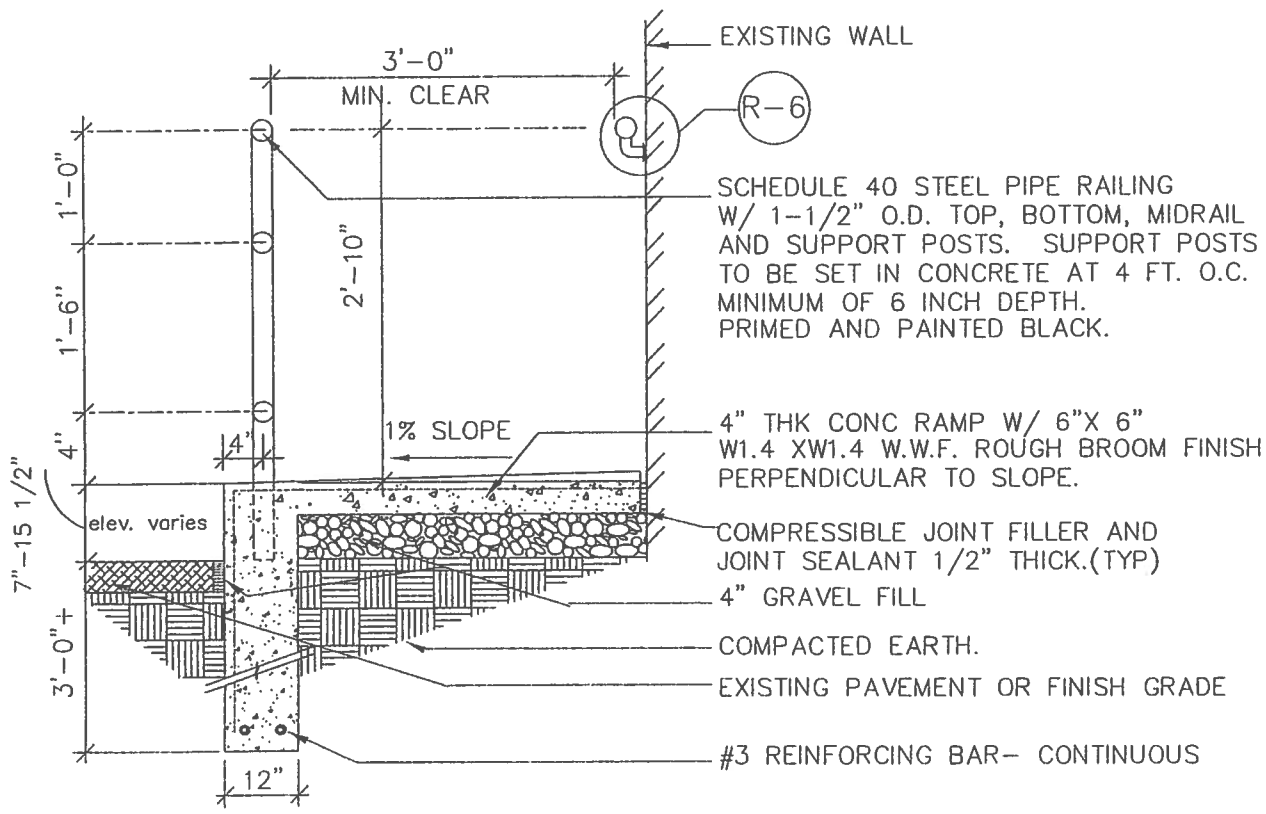
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R-2

HANDICAP ACCESSIBILITY DETAILS

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SECTION AT RAMP

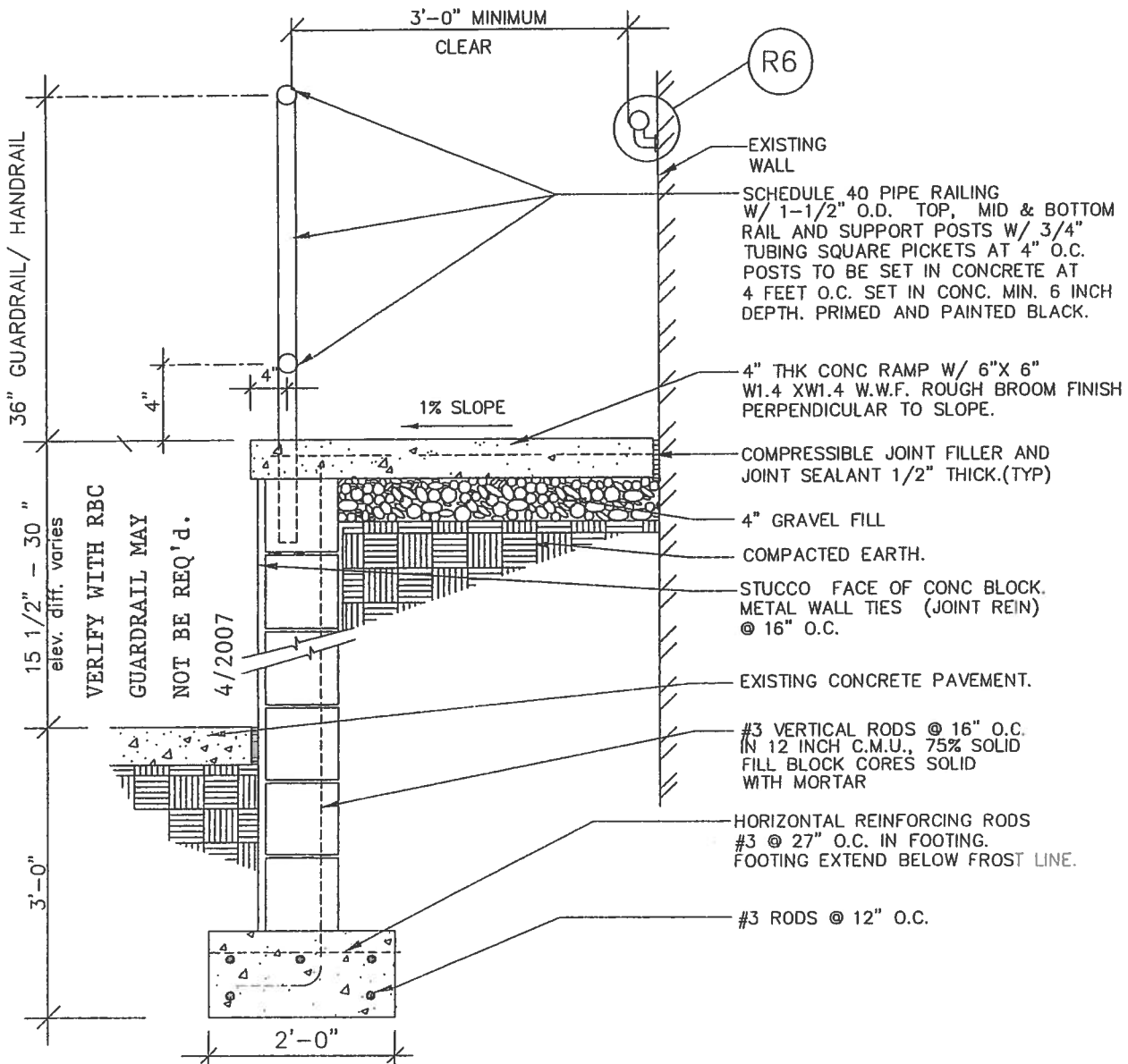
NOTE:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- ALL DIFFERENCES IN ELEVATIONS SHALL BE VERIFIED IN THE FIELD
- THE DETAIL ABOVE APPLIES TO RAMPS INSTALLED FOR ELEVATION DIFFERENCES BETWEEN 7" TO 15 1/2" AS PER MOST RECENT PHILADELPHIA BUILDING CODE

RAMP WITH "HANDRAIL"

THE PHILADELPHIA HOUSING AUTHORITY PROGRAM DEVELOPMENT & DESIGN 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103	REVISION:	R-3
	2/22/05	
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HANDICAP ACCESSIBILITY DETAILS	6/30/94	

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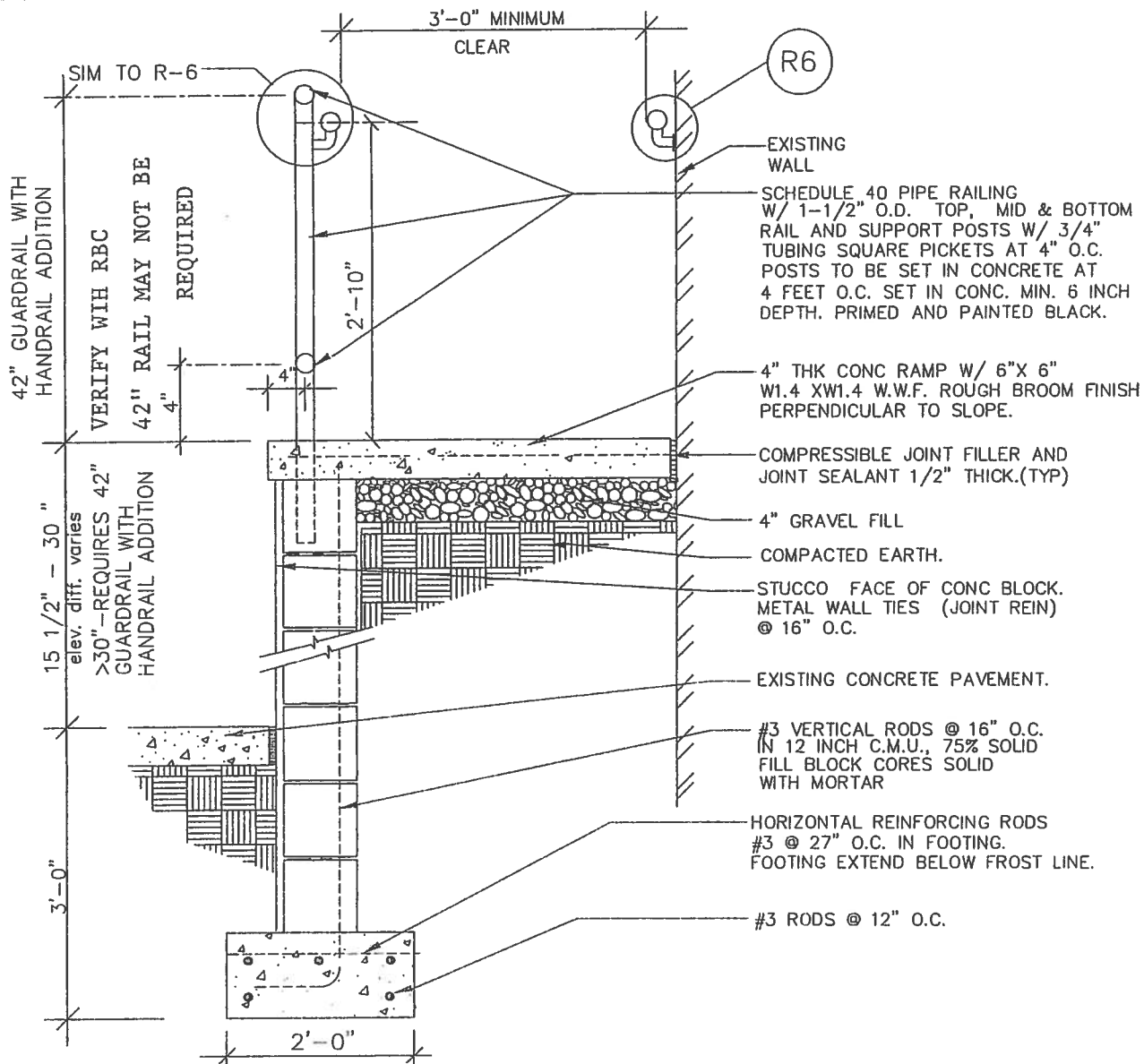
SECTION AT RAMP

NOTE: - DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
 - ALL DIFFERENCES IN ELEVATIONS SHALL BE VERIFIED IN THE FIELD
 - THE DETAIL ABOVE APPLIES TO RAMPS INSTALLED FOR ELEVATION DIFFERENCES FROM 15 1/2" TO 30" PER PHILADELPHIA BUILDING CODE

RAMP WITH GUARD RAIL FOR ELEVATIONS < 30"

THE PHILADELPHIA HOUSING AUTHORITY PROGRAM DEVELOPMENT & DESIGN 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103	REVISION:	R-4
	2/22/05	
	9/24/96	
	11/29/95	
	10/20/95	
HANDICAP ACCESSIBILITY DETAILS	6/30/94	

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SECTION AT RAMP

NOTE: - DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
 - ALL DIFFERENCES IN ELEVATIONS SHALL BE VERIFIED IN THE FIELD
 - THE DETAIL ABOVE APPLIES TO RAMPS INSTALLED FOR ELEVATION DIFFERENCES FROM 15 1/2" TO 30" PER PHILADELPHIA BUILDING CODE

RAMP WITH GUARD RAIL FOR ELEVATIONS >30"

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

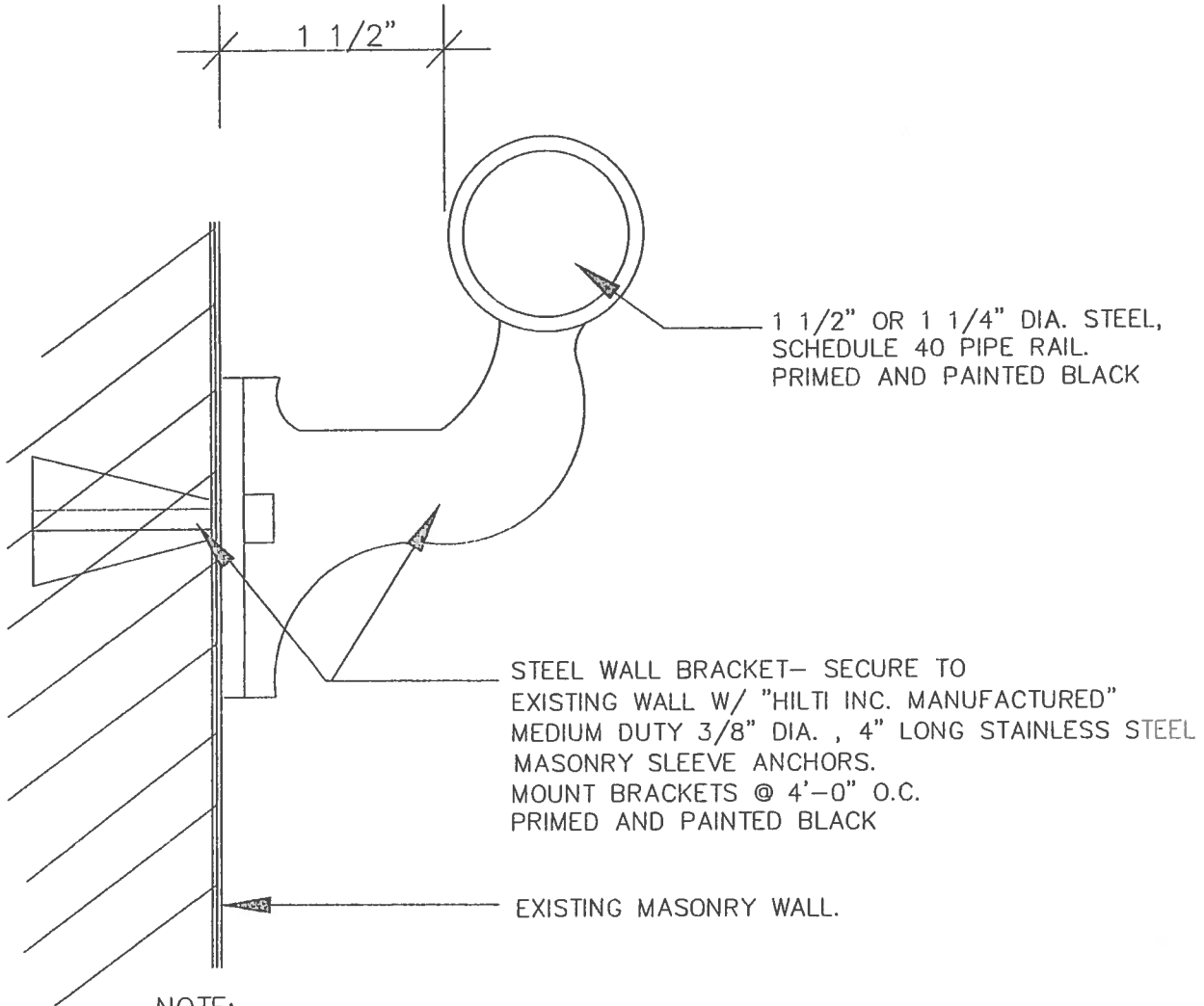
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- 2/22/05
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- 11/29/95
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R-5

HANDICAP ACCESSIBILITY DETAILS

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NOTE:

DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.

WALL MOUNTED HANDRAIL DETAIL

THE PHILADELPHIA HOUSING AUTHORITY
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 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

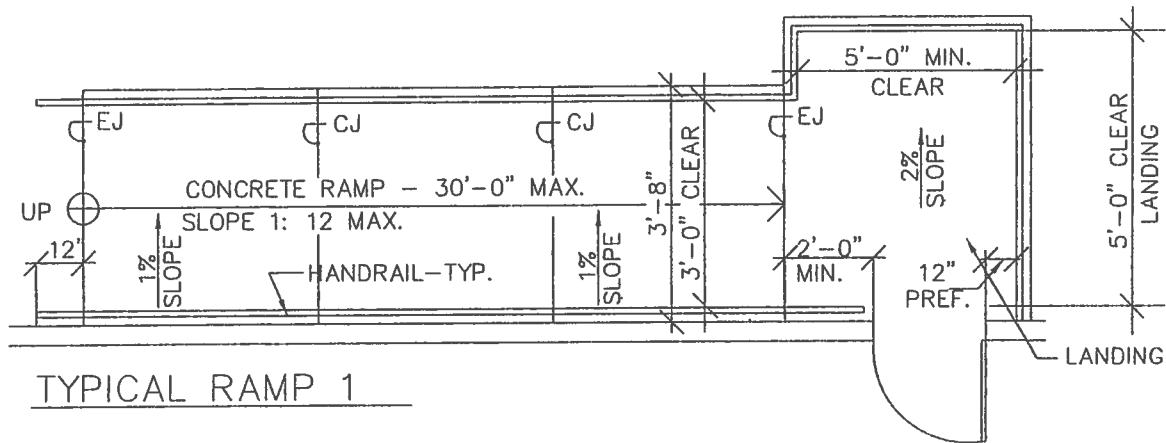
REVISION:

9/24/96
11/29/95
10/20/95
6/30/94

R-6

HANDICAP ACCESSIBILITY DETAILS

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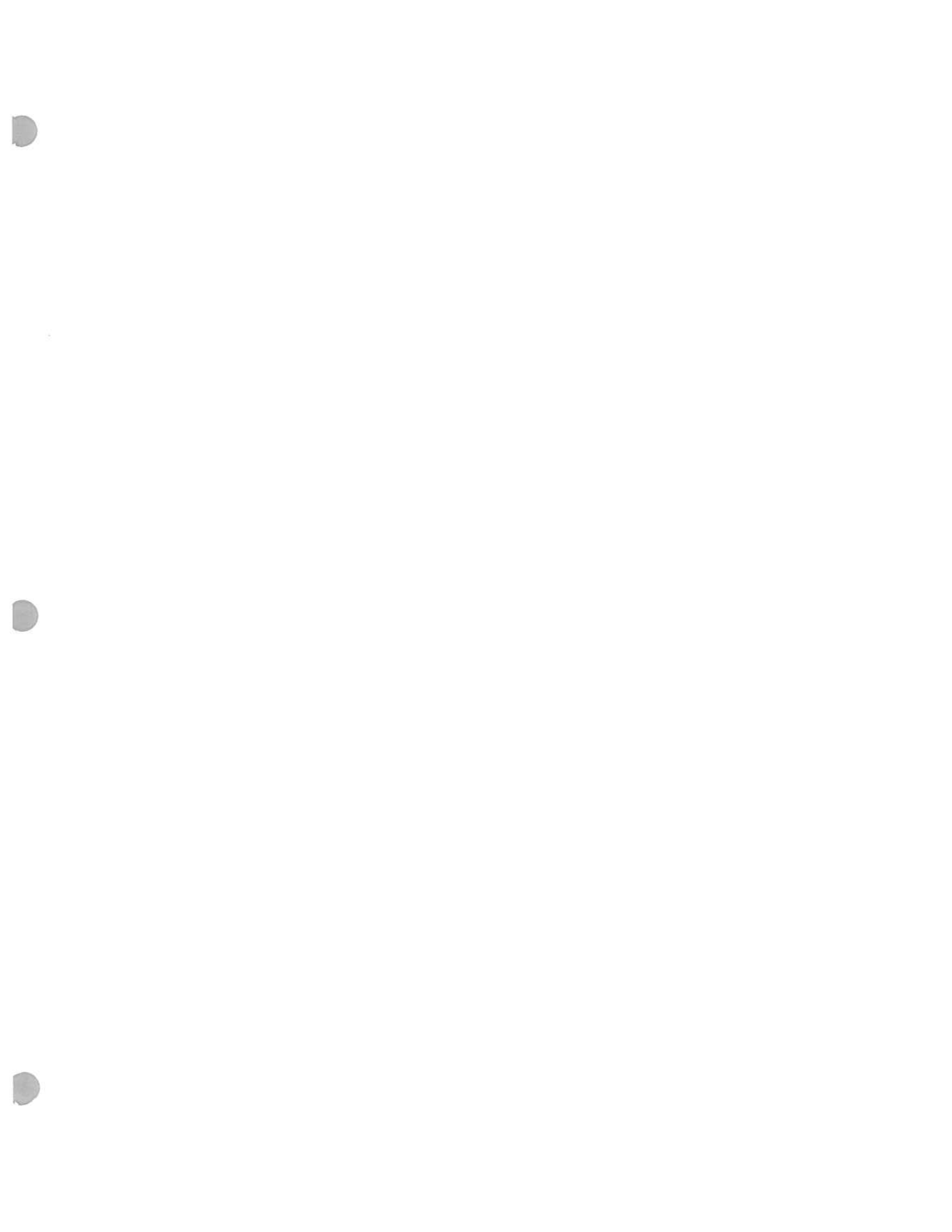
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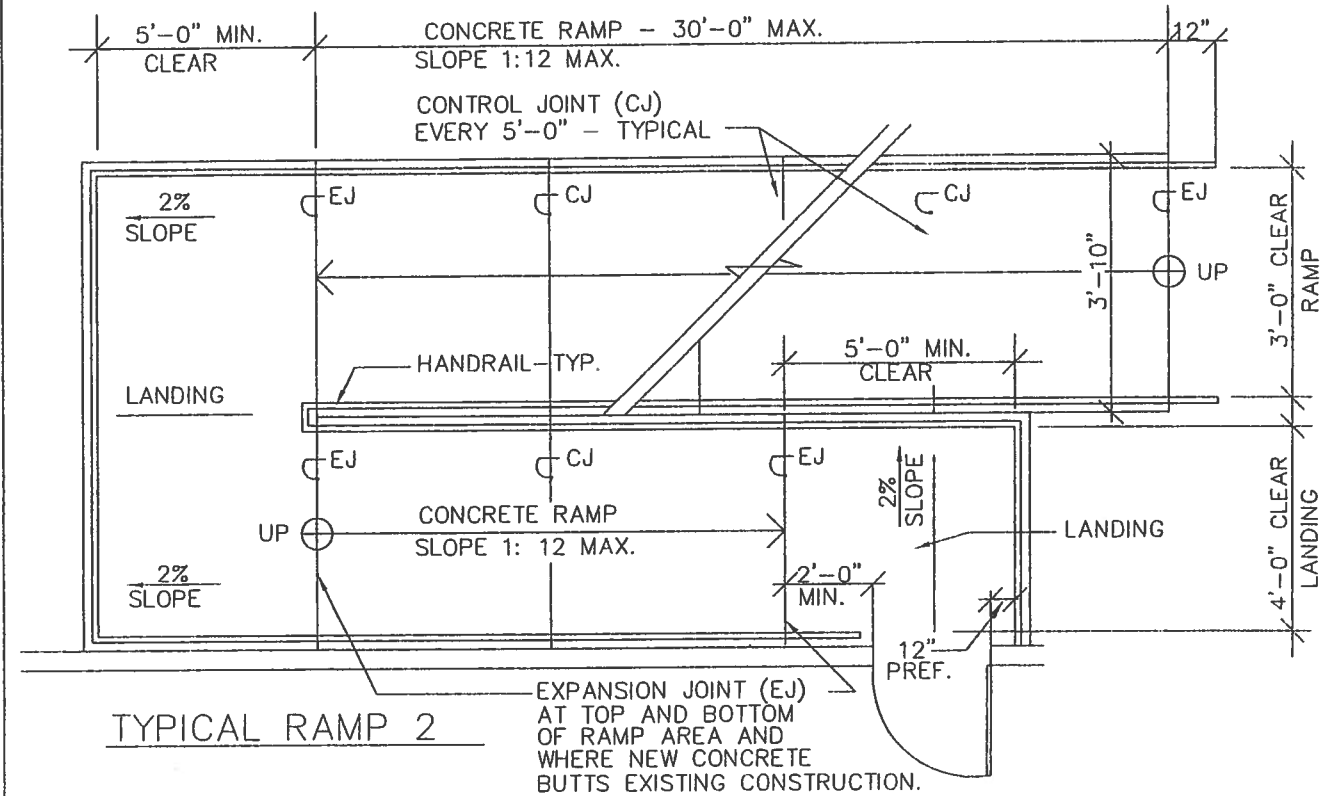
- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY. SEE PLAN.
- LANDING AND RAMP WIDTHS VARY DEPENDING ON APPROACH AND DOOR SWING. REFER TO UFAS - 4.13

STANDARD RAMP PLANS

THE PHILADELPHIA HOUSING AUTHORITY PROGRAM DEVELOPMENT & DESIGN 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103	REVISION:	R-7
	2/22/05	
	9/24/96	
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	10/20/95	
HANDICAP ACCESSIBILITY DETAILS	6/30/94	

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NOTE:

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- LANDING AND RAMP WIDTHS VARY DEPENDING ON APPROACH AND DOOR SWING. REFER TO UFAS - 4.13

STANDARD RAMP PLANS

THE PHILADELPHIA HOUSING AUTHORITY
PROGRAM DEVELOPMENT & DESIGN
12 SOUTH 23RD STREET
PHILADELPHIA, PA 19103

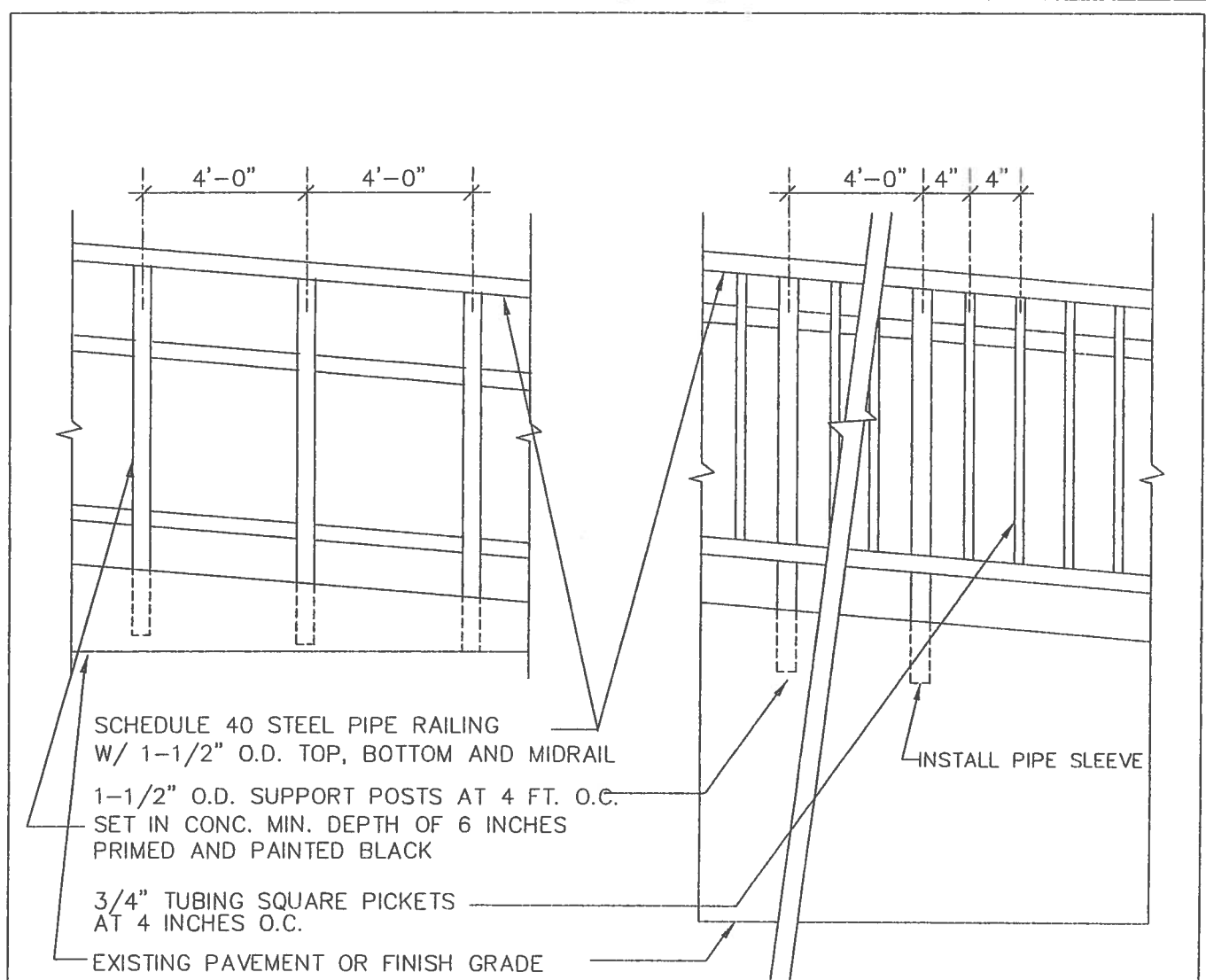
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R-8

HANDICAP ACCESSIBILITY DETAILS

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RAMP W/ "HANDRAIL"
(SEE DETAIL R-3)

RAMP W/ "GUARDRAIL"
(SEE DETAIL R-4)

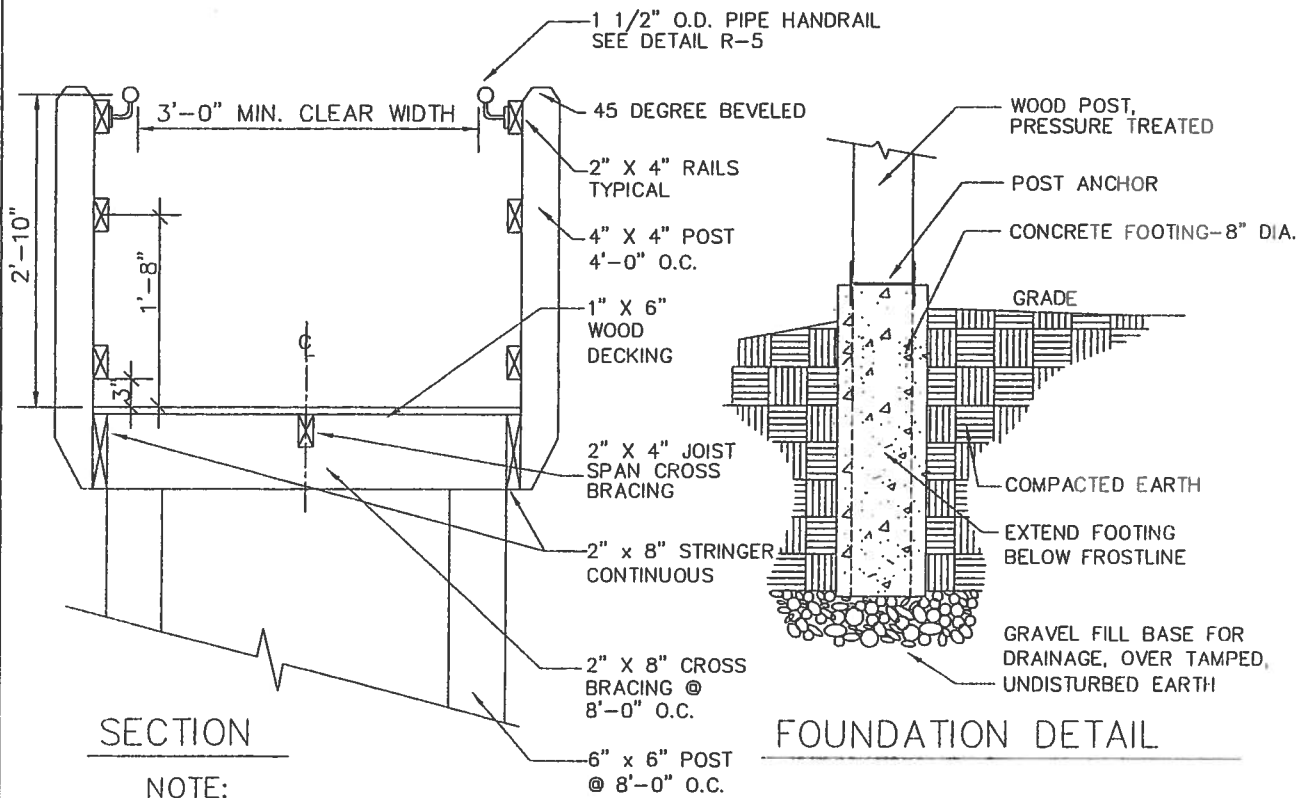
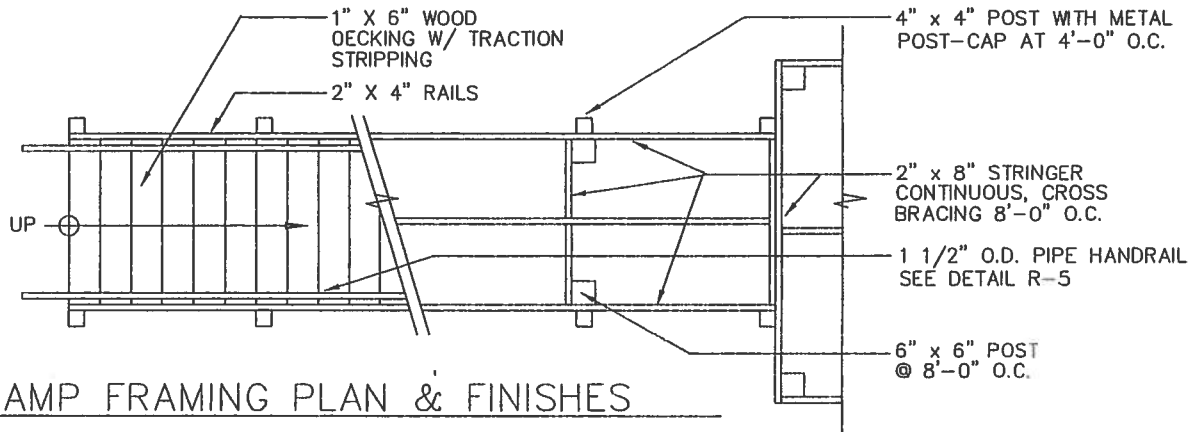
NOTE:

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RAMP - ELEVATIONS

THE PHILADELPHIA HOUSING AUTHORITY PROGRAM DEVELOPMENT & DESIGN 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103	REVISION:	R-9
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	11/29/95	
	10/20/95	
	6/30/94	
HANDICAP ACCESSIBILITY DETAILS		

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NOTE:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- ALL WOOD SHALL BE PRESSURE TREATED AND METAL SHALL BE GALVANIZED.

TYPICAL PRESSURE TREATED RAMP

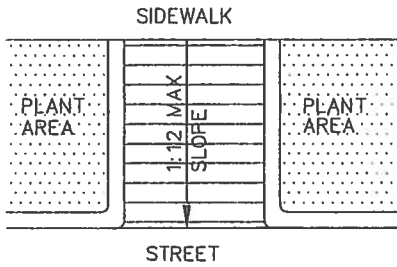
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REVISION:
 9/24/96

R-10

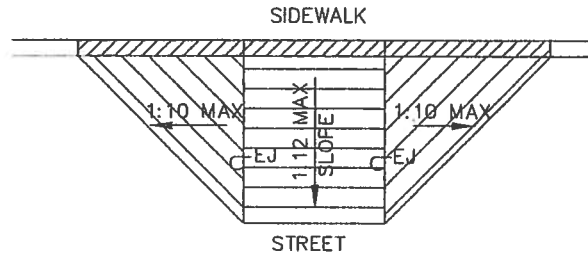
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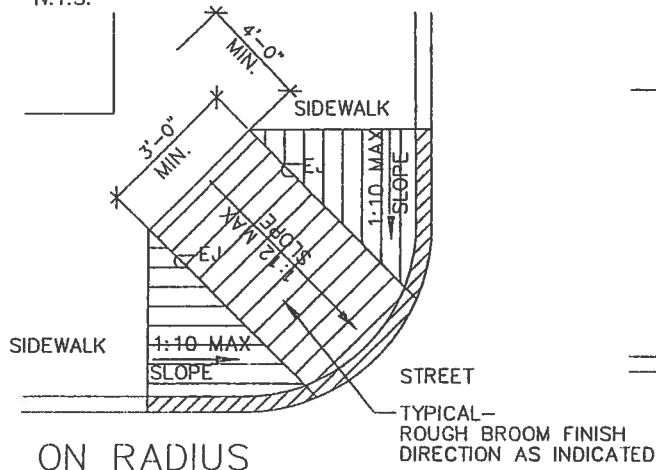
RETURNED

N.T.S.



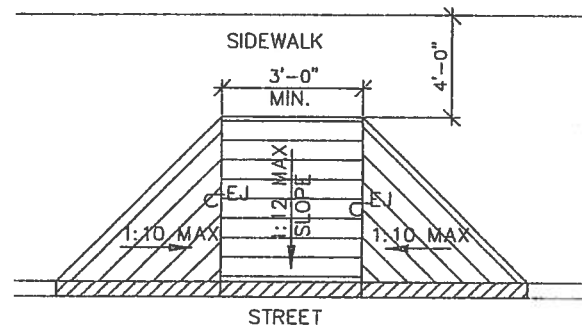
BUILT-UP

N.T.S.



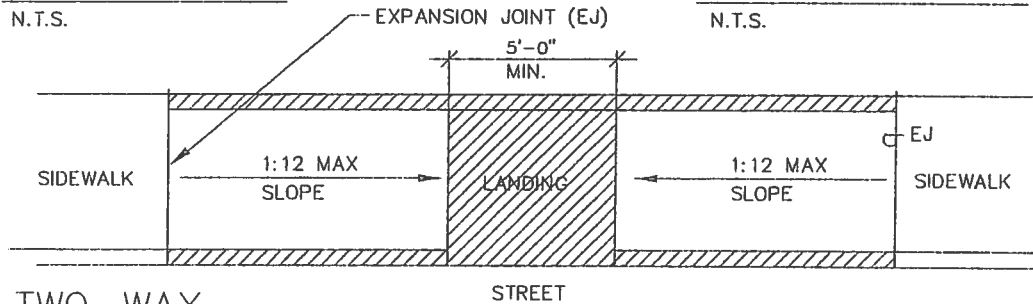
ON RADIUS

N.T.S.



FLARED SIDES

N.T.S.



TWO-WAY

N.T.S.

NOTE:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- CURB AREA SHOWN HATCHED ABOVE TO RECEIVE STRIPES AT 45 DEGREES WITH REFLECTIVE YELLOW PAINT

CURB RAMP TYPES

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

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HANDICAP ACCESSIBILITY DETAILS

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BATHROOM LEGEND:

- A. Toilet: Raised height - +/- 16" elongated bowl.
Model: Mansfield, Bowl #137, Tank #16.
- B. Lavatory w/ carrier arms: Wall hung 20X18, Model: Mansfield #2018HB
Carrier arm supports, concealed within wall, Model: J.R. Smith #700Z
- C. Medicine Cabinet: 16" x 36", Model: Basco
Slim Line #329-W, semi-recessed. surface mounted available.
- D. Tub: 5' white, L.H. or R.H., Model: American Standard.
- E. Hand held shower/ Anti-scald valve: (if shower riser existing use
unit w/ shower head diverter), (if no shower existing use tub spout
diverter) and head w/ on/off push button control unit, 2 wall
mounts, 84" long voral hose. Model: Alsons 410
Anti-Scald mixing valve, temperature control only, single lever
handle control. Model: Delta # 1238.
- F. Grab Bars : length as noted, Model: Basco 1-1/4" O. D.,
concealed with set screw, peened finish. 5400 Series.
- G. Swing up Grab Bar: wall mounted w/ 6"x6" s.s. wall plate,
Model: Brey-Krause #3410-S5: 30".
- H. Tub Surround: three piece fiber glass. Model: Swan # HA-58,
soap dish location will accomodate grab bars as required.
- I. Roll-in Shower Stall: Model: Swanstone kit system: floor only
(#BF-3060), floor and wall kit(#SS-9602), trim kit (TK-72), and
floor ramp (BF-1260).
- J. Insulation Kit: for water/drain lines. Model: Truebro
Handi-Lav Guard # 102W (1-1/2"), 105W (1-1/4").
- K. Mountable Tub Seat and Shower Seat information-
see attached specifications.

NOTE:

THE ABOVE LEGEND IS INTENDED FOR QUICK REFERENCE.
ALSO REFER TO SPECIFICATIONS FOR FURTHER DETAILS
ON PRODUCTS.

THE PHILADELPHIA HOUSING AUTHORITY
PROGRAM DEVELOPMENT & DESIGN
12 SOUTH 23RD STREET
PHILADELPHIA, PA 19103

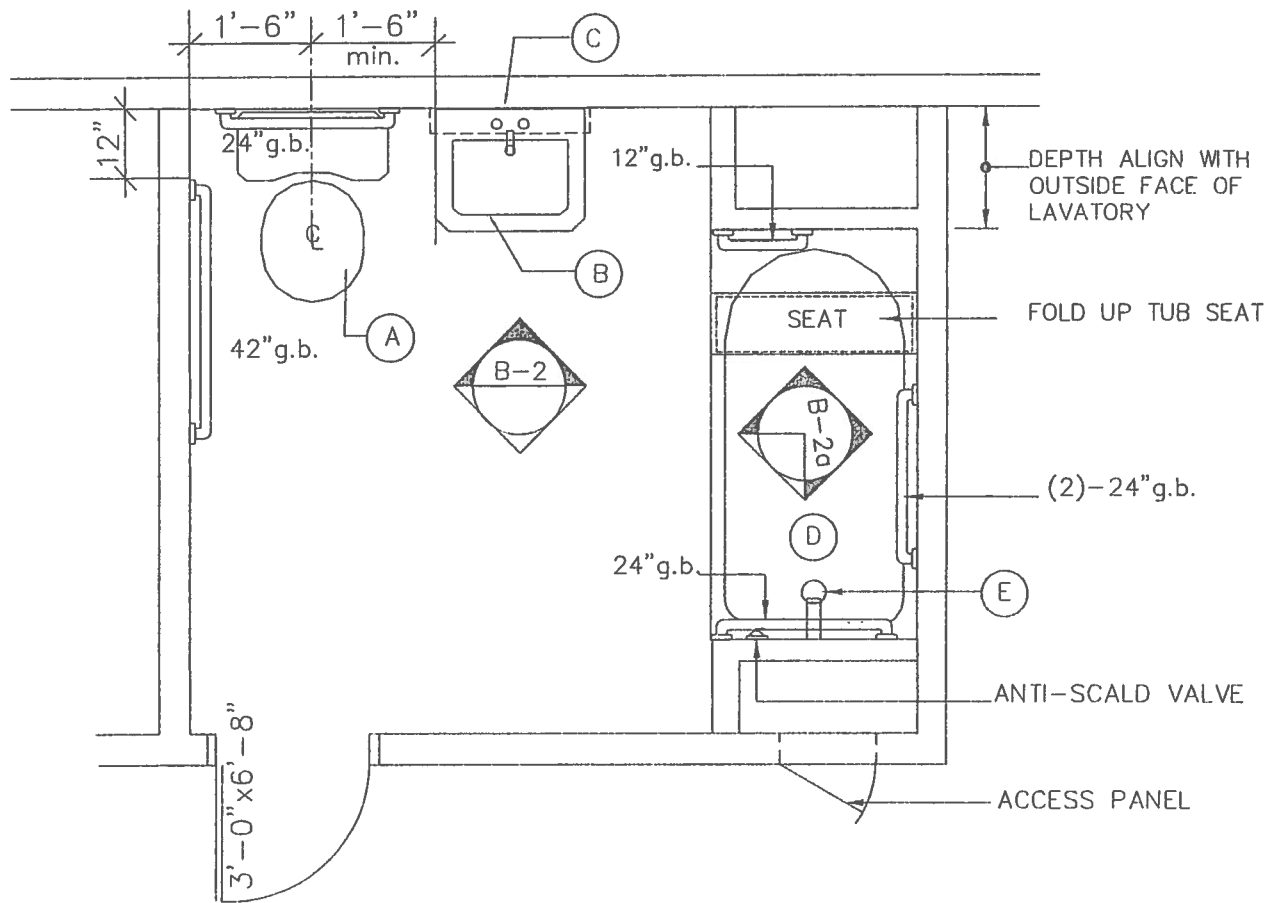
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B

HANDICAP ACCESSIBILITY DETAILS

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PLAN

NOTES:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.

TYPICAL BATHROOM ALTERATION

THE PHILADELPHIA HOUSING AUTHORITY
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 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

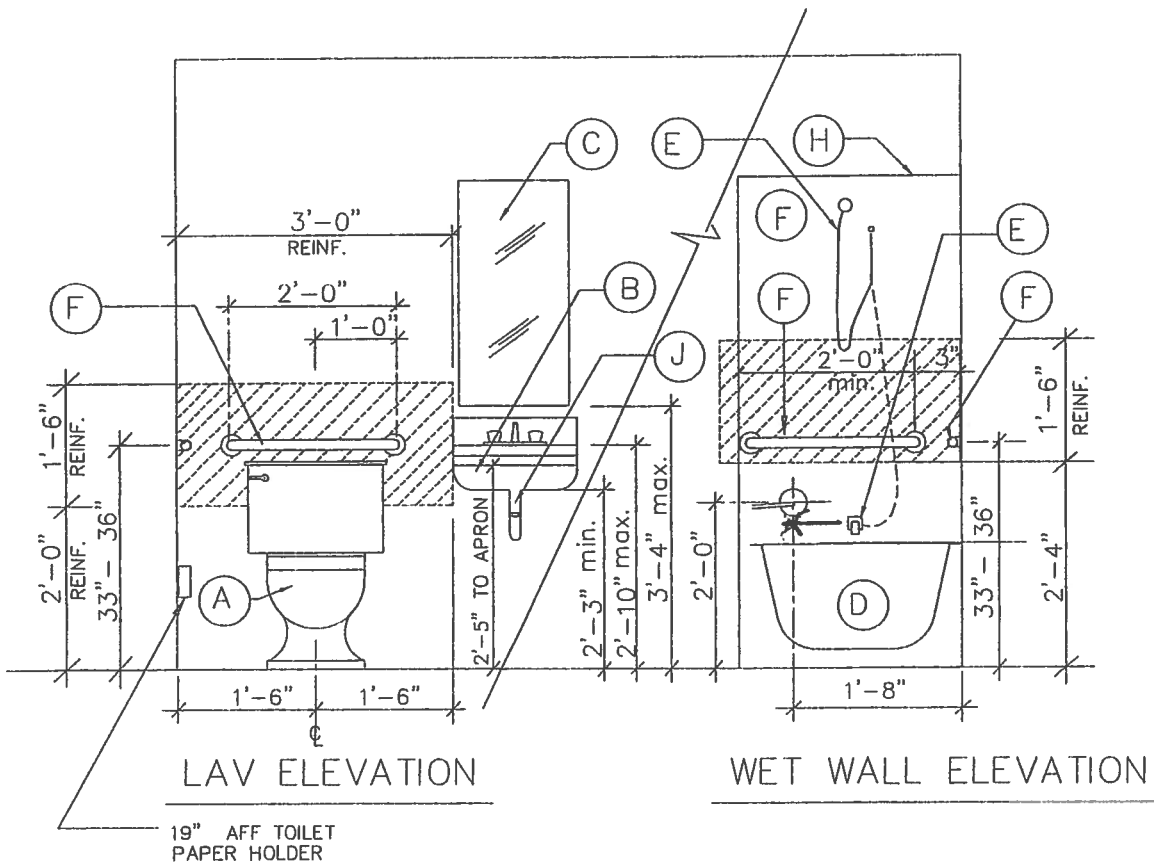
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HANDICAP ACCESSIBILITY DETAILS

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NOTES:

- ALL UNITS ARE TO HAVE REINFORCING IN THEIR TUB WALLS AS PER PHA POLICY FOR FUTURE GRAB BAR INSTALLATION.
- PLYWOOD REINFORCING BEHIND WALL FOR GRAB BARS SHOWN HATCHED ABOVE. REFER TO DETAIL, SHEET 'B-4'
- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- MAXIMUM MOUNTING HEIGHT FOR GRAB BARS IS 36" TO TOP OF BAR.

TYPICAL BATHROOM ALTERATION

THE PHILADELPHIA HOUSING AUTHORITY
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 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

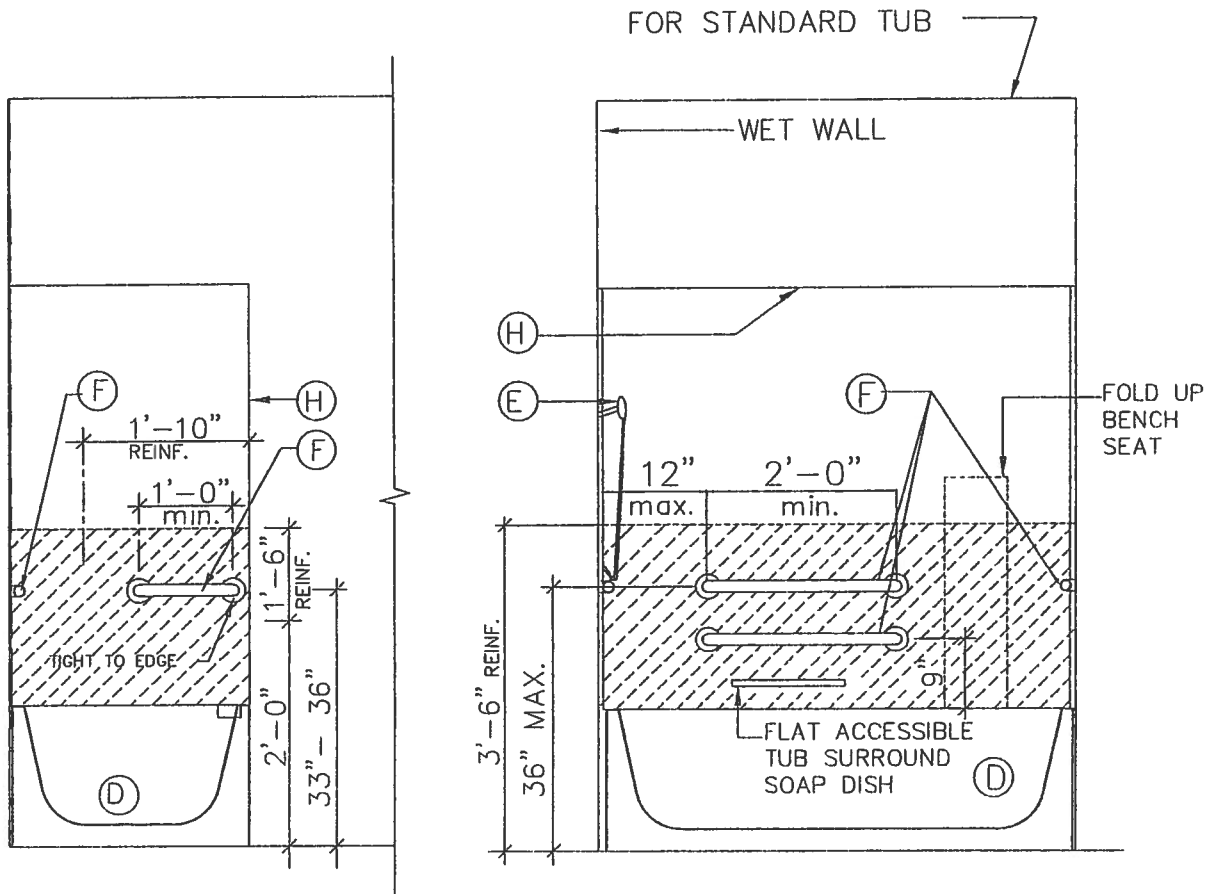
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HANDICAP ACCESSIBILITY DETAILS

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BACK WALL ELEVATION

SIDE ELEVATION

SEE DETAIL 'B-2' FOR WET WALL

NOTES:

- PHA DETAIL INDICATES LARGER REINFORCED ZONE THAN CODE REQUIRED IN ALL ACCEPTABLE UNITS AS PER PHA POLICY
- PLYWOOD REINFORCING BEHIND WALL FOR GRAB BARS SHOWN HATCHED ABOVE. REFER TO DETAIL, SHEET 'B-4'
- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- MAXIMUM MOUNTING HEIGHT FOR GRAB BARS IS 36" TO TOP OF BAR.

TUB ELEVATIONS

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 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

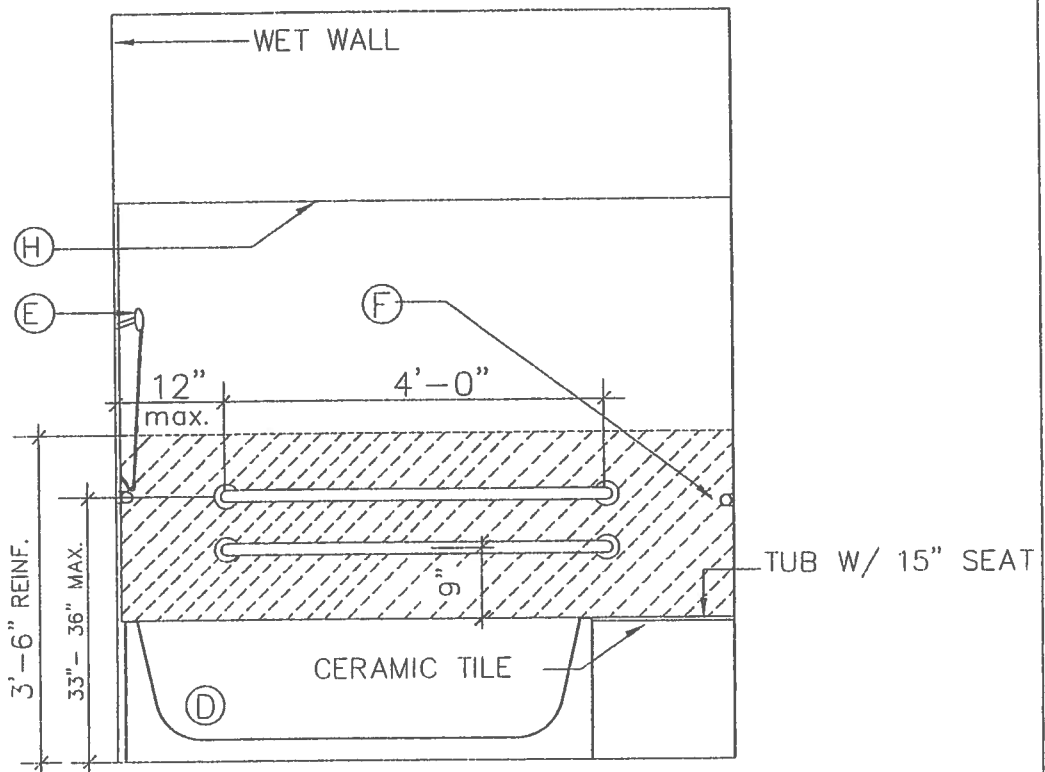
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B-2a

HANDICAP ACCESSIBILITY DETAILS

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ALTERNATE B
SIDE ELEVATION

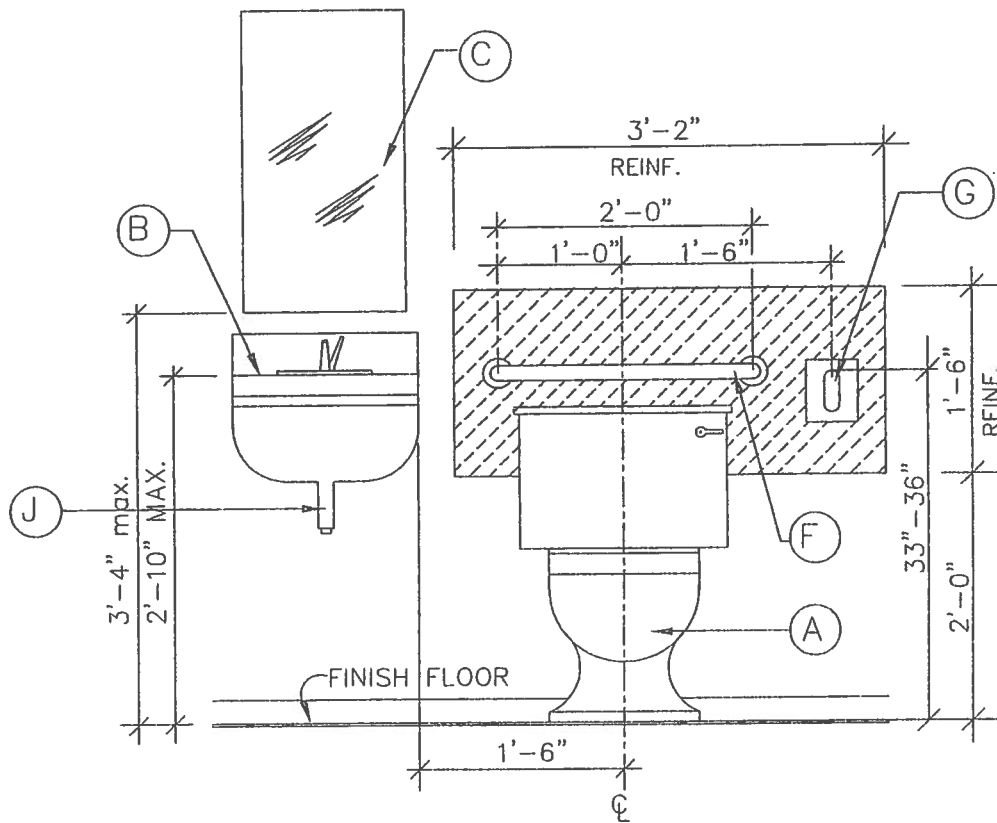
PROVIDE 15" BUILT-IN SEAT AT FOOT OF TUB AND PROVIDE 4'-0" GRAB BARS IN LIEU OF 2' BARS

- PLYWOOD REINFORCING BEHIND WALL FOR GRAB BARS SHOWN HATCHED ABOVE. REFER TO DETAIL, SHEET 'B-4'
- MAXIMUM MOUNTING HEIGHT FOR GRAB BARS IS 36" TO TOP OF BAR.

ALTERNATE W/BUILT IN TUB SEAT

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ELEVATION

NOTES:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- PLYWOOD REINFORCING BEHIND WALL FOR GRAB BARS SHOWN HATCHED ABOVE. REFER TO DETAIL, SHEET 'B-4'
- MAXIMUM MOUNTING HEIGHT FOR GRAB BARS IS 36" TO TOP OF BAR.

SWING UP GRAB BAR ELEVATION

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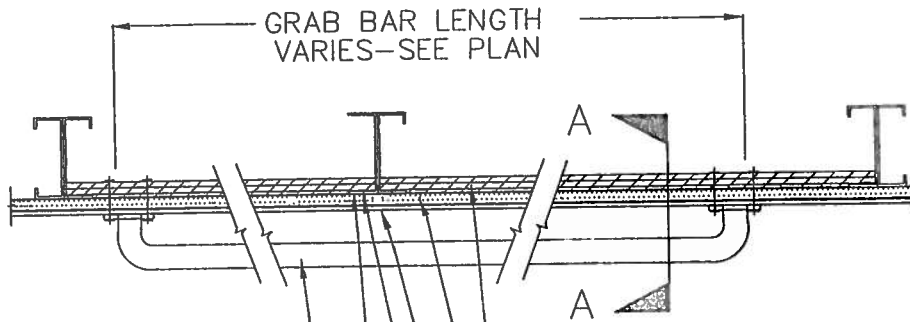
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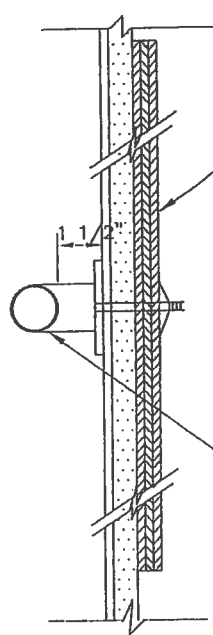
B-3

HANDICAP ACCESSIBILITY DETAILS

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PLAN VIEW
NTS



SECTION A-A
NTS

- 3/4" CDX PLYWOOD, MOUNT FLUSH WITH FACE OF EXISTING METAL STUD FRAME
- GREEN BOARD TO MATCH THICKNESS OF EXISTING DRY WALL OR LATH AND PLASTER. IF NONE EXISTS, INSTALL 5/8" THICK GREEN BOARD.
- TILE OR WALL FINISH TO MATCH EXISTING OR AS INDICATED.
- NEW METAL STUD FRAMING
- FOR BLOCKING ADD METAL CHANNEL TO BACK OF METAL STUD FRAMING FOR THE LENGTH OF PLYWOOD REINFORCING.
- GRAB BAR (1- 1/2" DIA), 18 GAUGE STAINLESS STEEL TUBING. SECURE TO PLYWOOD BLOCK WITH HOLLOW WALL ANCHORS OR AS SPECIFIED BY MANUFACTURER. CONCEAL MOUNTING WITH STAINLESS STEEL COVER PLATE.

NOTES:

- SEE PLAN/ ELEVATIONS FOR SIZE AND LOCATION OF GRAB BARS AND PLYWOOD REINFORCING
- REINFORCING MUST BE ATTACHED TO ATLEAST 2 STUDS
- BOTH ENDS OF REINFORCING MUST BE FASTENED TO A STUD

PLYWOOD REINFORCING DETAIL

(FOR METAL FRAME CONSTRUCTION)

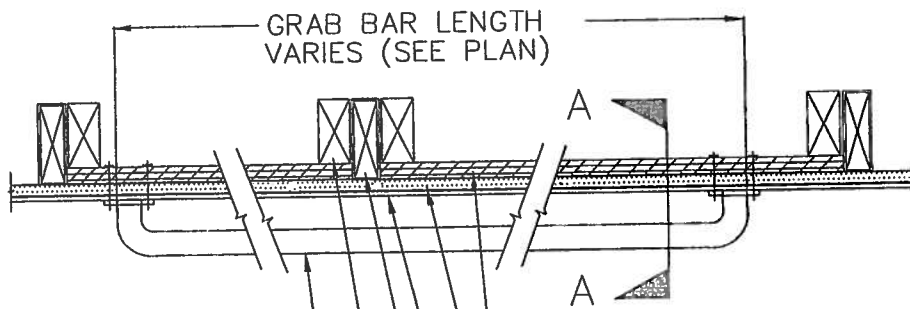
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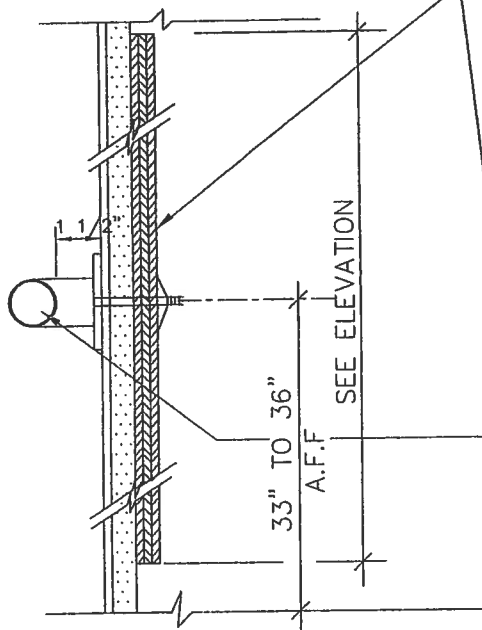
B-4

HANDICAP ACCESSIBILITY DETAILS

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PLAN VIEW
NTS



SECTION A-A
NTS

- 3/4" CDX PLYWOOD, MOUNT FLUSH WITH FACE OF EXISTING STUD FRAME
- GREEN BOARD, MATCH THICKNESS OF EXISTING DRY WALL OR LATH AND PLASTER. 5/8" IF NONE EXISTS. INSTALL 5/8" THICK GREEN BOARD.
- TILE OR WALL FINISH TO MATCH EXISTING OR AS INDICATED.
- EXISTING STUD FRAMING
- 2 X WOOD BLOCKING. MOUNT 3/4" FROM FACE OF EXISTING STUDS EXTEND 2X WD BLOCKING FOR LENGTH OF PLYWOOD ONLY
- GRAB BAR (1- 1/2" DIA), 18 GAUGE STAINLESS STEEL TUBING. SECURE TO PLYWOOD BLOCK WITH HOLLOW WALL ANCHORS OR AS SPECIFIED BY MANUFACTURER. CONCEAL MOUNTING WITH STAINLESS STEEL COVER PLATE.

NOTES:

- SEE PLAN/ ELEVATIONS FOR SIZE AND LOCATION OF GRAB BARS AND PLYWOOD REINFORCING
- REINFORCING MUST BE ATTACHED TO ATLEAST 2 STUDS
- BOTH ENDS OF REINFORCING MUST BE FASTENED TO A STUD

PLYWOOD REINFORCING DETAIL (FOR WOOD FRAME CONSTRUCTION)

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 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

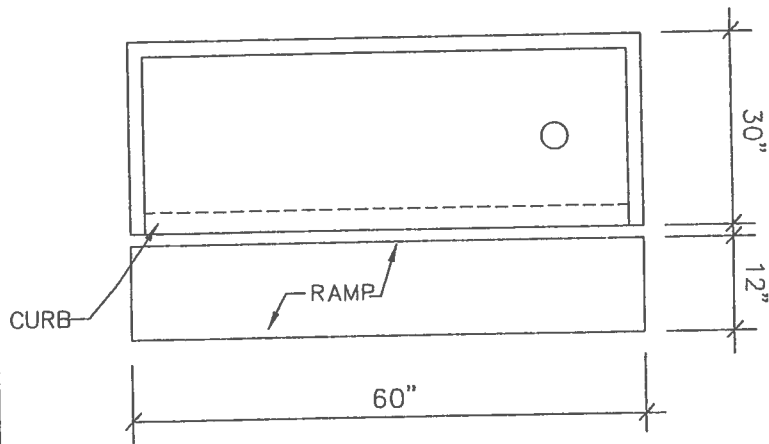
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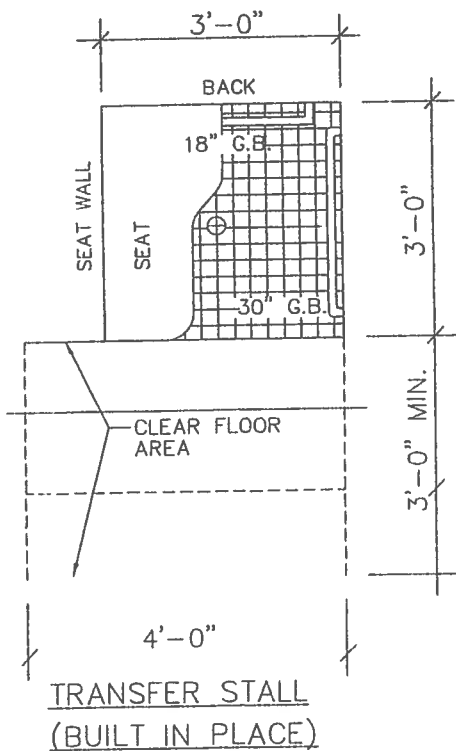
B-5

HANDICAP ACCESSIBILITY DETAILS

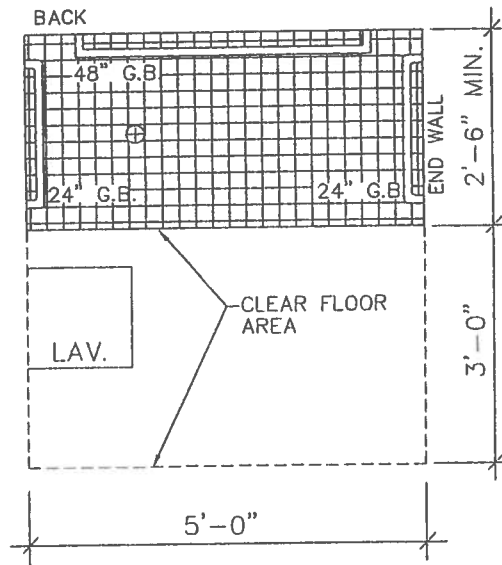
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ROLL-IN STALL
PRE-FABRICATED UNIT
WITH REMOVABLE CURB



TRANSFER STALL
(BUILT IN PLACE)



ROLL-IN STALL
(BUILT IN PLACE)

NOTES:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.

SHOWER STALL PLANS

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

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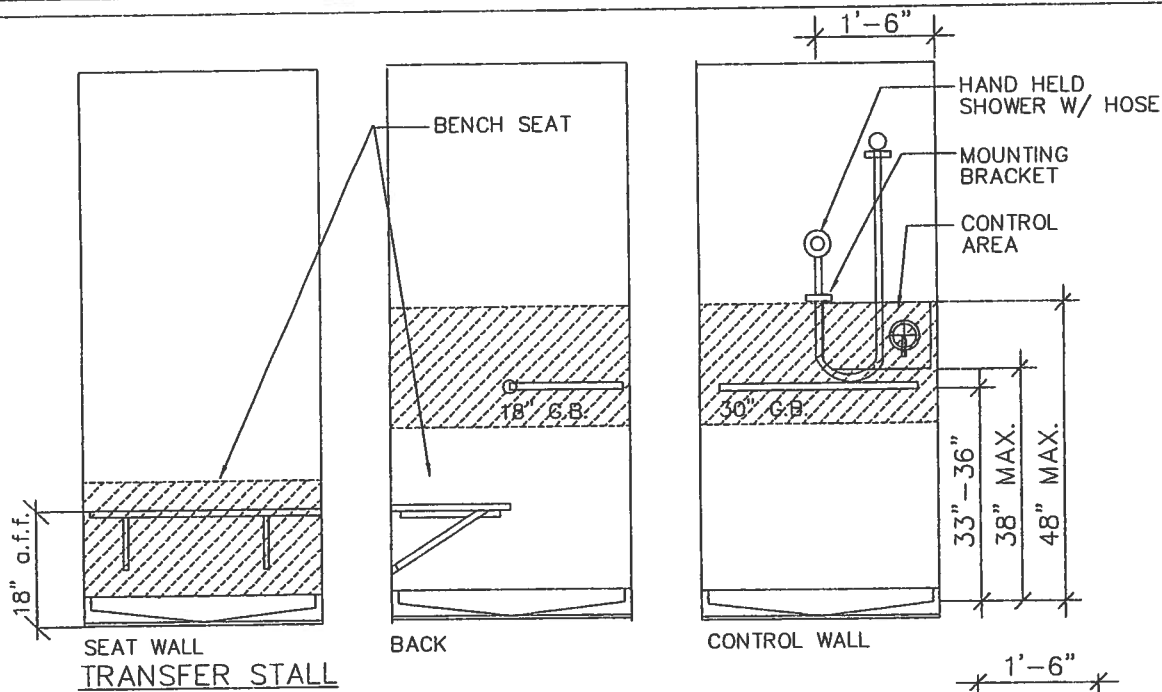
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HANDICAP ACCESSIBILITY DETAILS

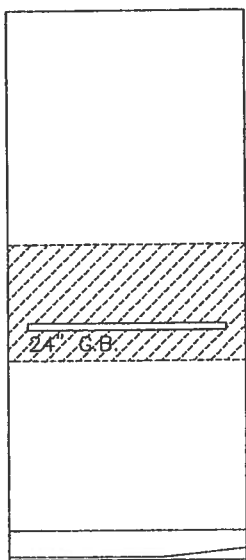
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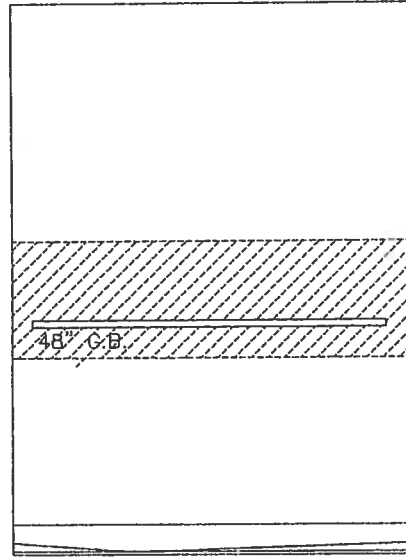
SEAT WALL
TRANSFER STALL

BACK

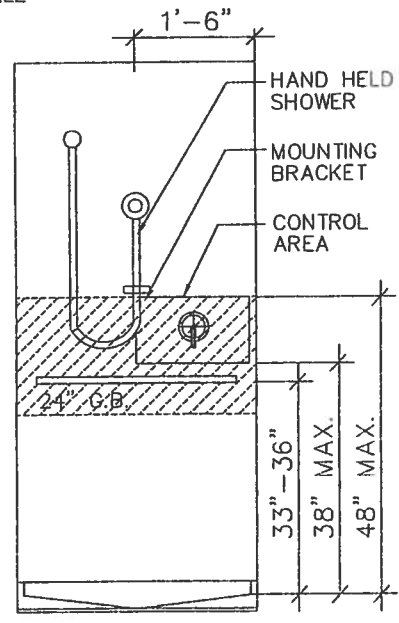
CONTROL WALL



END WALL



BACK



CONTROL WALL

ROLL-IN STALL

NOTES:

- PLYWOOD REINFORCING BEHIND WALL FOR GRAB BARS SHOWN HATCHED ABOVE.

SHOWER STALL ELEVATIONS

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PROGRAM DEVELOPMENT & DESIGN
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HANDICAP ACCESSIBILITY DETAILS

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KITCHEN LEGEND:

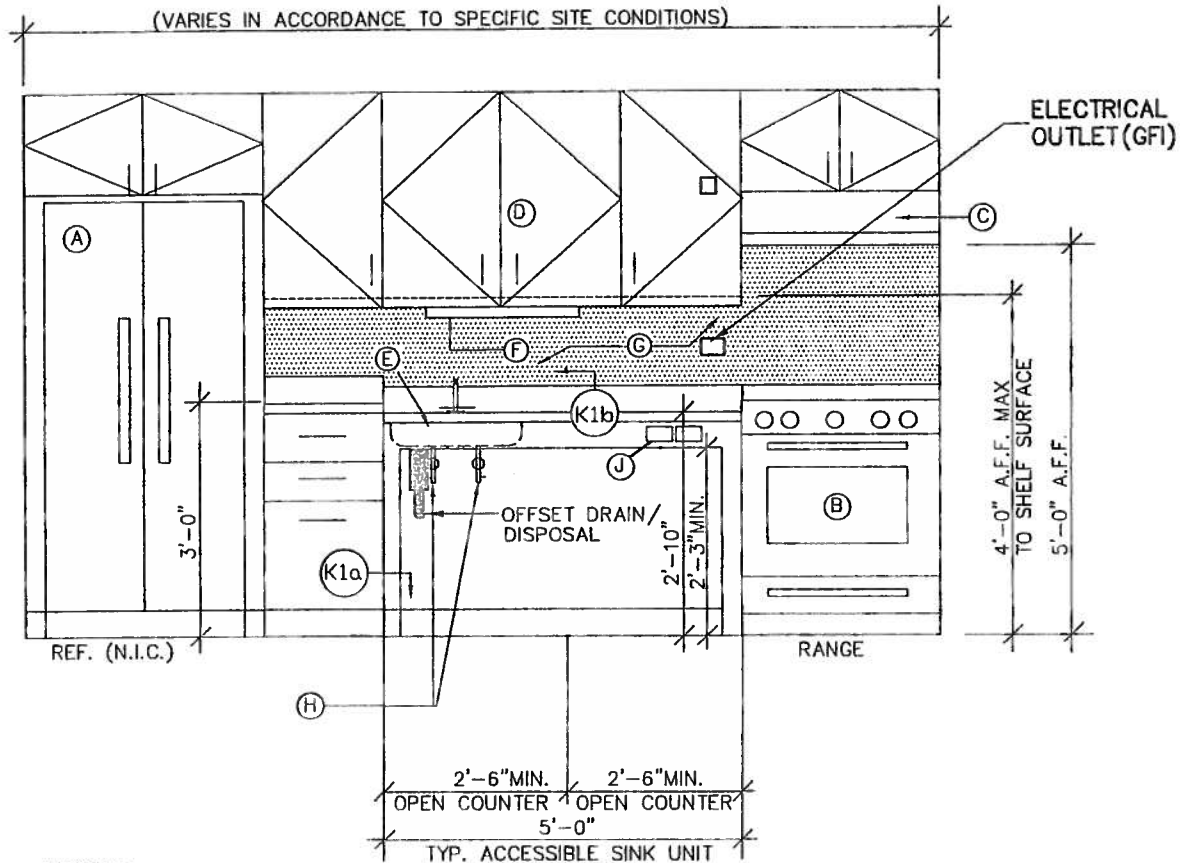
- A. Refrigerator: Supplied by tenant.
- B. Gas Range: Free standing, gas, 30" or as per plan, 4 burner, with front mounted controls. (SELF CLEANING IF REQUIRED)
- C. Range hood: 30" ductless, light and fan.
- D. Cabinets: HUD Traditional, Severe Use, Standard doors
Model: Triangle Pacific Corp. Light or medium finish
- E. Sink and Faucet: Stainless steel, 6" deep single bowl, w/offset drain
Model: Mansfield , 25"W x 22"L x 6" D
Single lever faucet, w/o spray, 8" centers.
Model: Kohler or equal.
- F. Lighting: Under cabinet flourescent fixture, 24" long.
Model: Progress or equal
- G. Plastic laminate: Heat resistant, mount continuous on wall between back splash and bottom of wall cabinets, unless otherwise noted.
- H. Pipe insulation kit: For hot water/ drain lines.
Model: Truebro Handi Low Guard 102W(1-1/2'), 105W(1-1/4").
- J. Electric Switch: For light and fan over rangehood. in accessible location. Mounted at modesty panel of face of sink.

NOTE:

- PHA PREFERS ALL KITCHEN SINK/COUNTERS, (5'-0" SECTION) BE ADJUSTABLE AND ADAPTABLE WITH REMOVEABLE BASE CABINETS.

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NOTES:

- DETAILS SHOWN ARE FOR INFORMATION ONLY. ACTUAL SITE CONDITIONS MAY VARY. REFER TO SHEET 'K' FOR KITCHEN EQUIPMENT NOTES.
- TOP OF SHELF SURFACE IN WALL CABINET SHALL BE INSTALLED 48" A.F.F.
- SINK SHALL BE LOCATED TO ONE END OF TYPICAL SINK UNIT TO ALLOW AT LEAST 30 INCHES OF CLEAR ADJACENT COUNTER SPACE.
- SELF CLEANING OVEN REQUIRED IF OPEN COUNTER IS NOT PROVIDED ADJACENT TO OVEN AS SHOWN IN THIS ELEVATION.

ELEVATION - TYPICAL KITCHEN

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

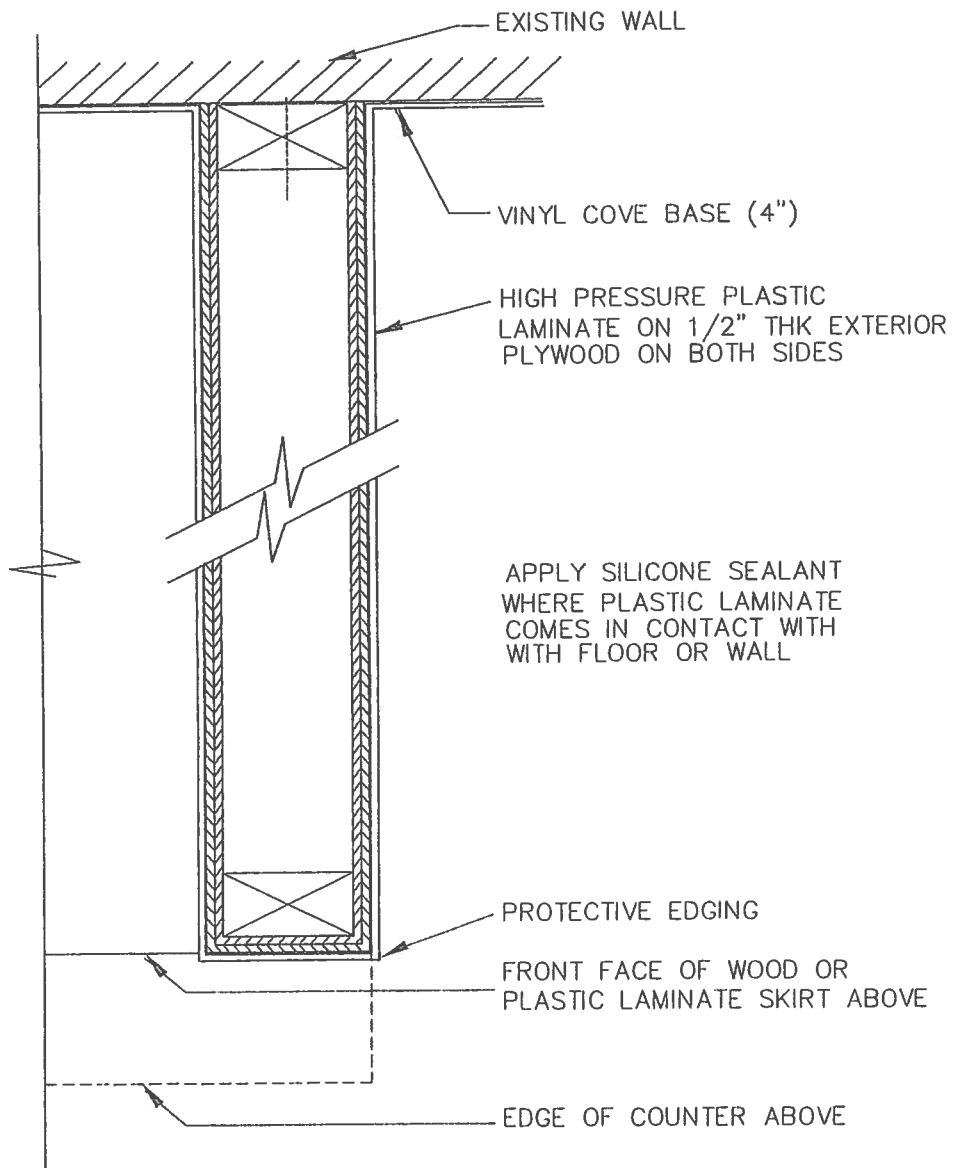
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K-1

HANDICAP ACCESSIBILITY DETAILS

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PLAN SECTION—TYPICAL SINK UNIT

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K-1a

HANDICAP ACCESSIBILITY DETAILS

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EXISTING OR NEW WALL

SINGLE LEVER WASHERLESS FAUCET

6" DEEP STAINLESS STEEL SINK

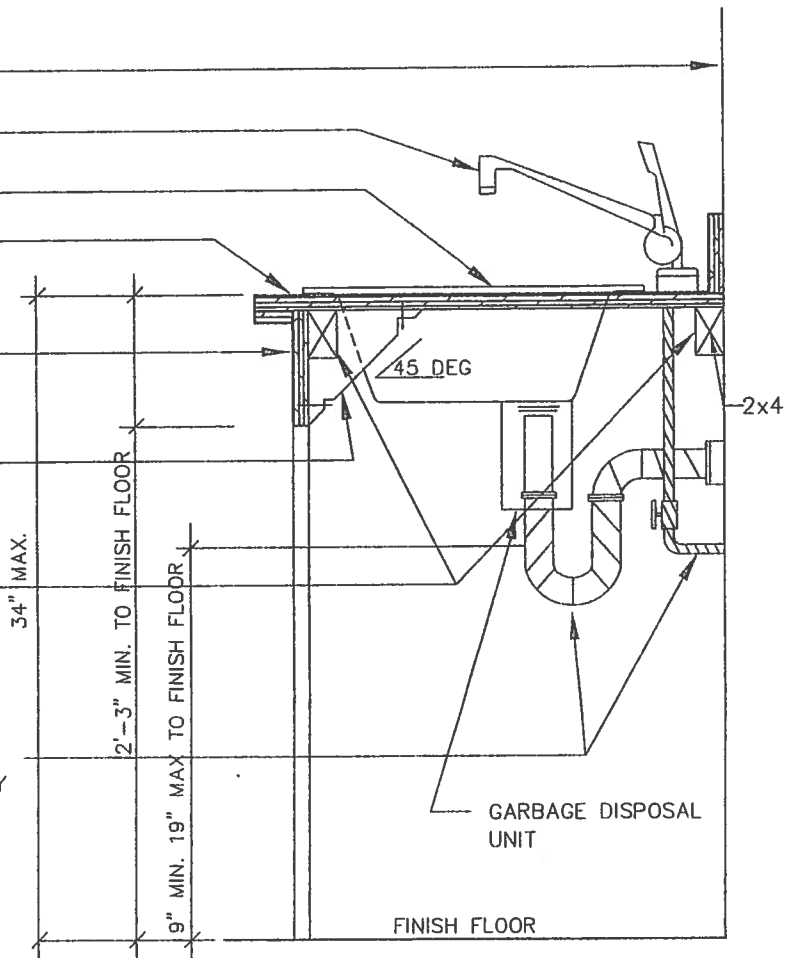
HIGH PRESSURE PLASTIC LAMINATE MOUNTED TO 3/4" PLYWOOD (PARTICLE BOARD NOT ACCEPTABLE)

COUNTER TOP SKIRT - FINISH WOOD TO MATCH CABINETS OR HIGH PRESSURE PLASTIC LAMINATE ON 3/4" PLYWOOD

2X WOOD SUPPORT BRACKET ATTACH TO SKIRT AND UNDERSIDE OF COUNTER WITH WOOD SCREWS AND LIQUID NAIL.

2X2 WOOD BLOCKING CONTINUOUS AT SKIRT. ATTACH BLOCKING TO SKIRT AND COUNTER WITH #16 WOOD SCREWS AND LIQUID NAIL. 2X4 WOOD BLOCKING AT WALL, MOUNT SIMILAR TO BLOCKING AT SKIRT.

RETURN DRAIN LINE AND WATER SUPPLY PIPING THRU WALL. WRAP WATER SUPPLY AND DRAIN LINE WITH FLEXIBLE PIPE INSULATION.



NOTES:

- DETAILS SHOWN ARE FOR INFORMATION ONLY. ACTUAL SITE CONDITIONS MAY VARY. REFER TO SHEET 'K' FOR KITCHEN EQUIPMENT NOTES.

SECTION-KITCHEN SINK UNIT

THE PHILADELPHIA HOUSING AUTHORITY
DESIGN-DEVELOPMENT
504 DESIGN GROUP
12 SOUTH 23RD STREET
PHILADELPHIA, PA 19103

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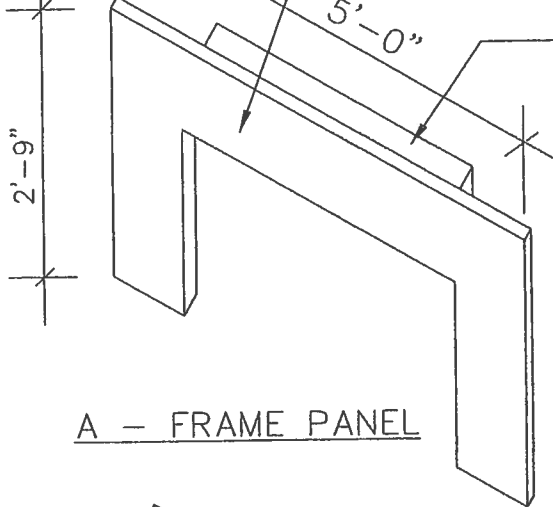
9/24/96

K-1b

HANDICAP ACCESSIBILITY DETAILS

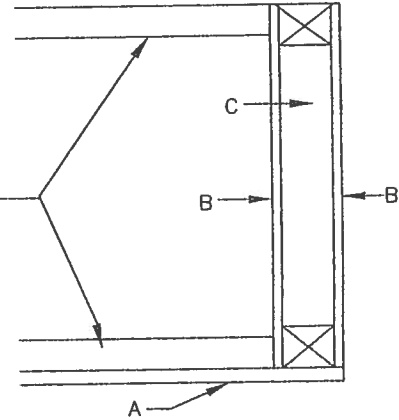
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PLASTIC LAMINATE ON 3/4" PLYWOOD (NO PARTICLE BOARD WILL BE ACCEPTED). PLASTIC LAM. TO BE DARK OAK TO MATCH CABINETS UNLESS OTHERWISE NOTED.



A - FRAME PANEL

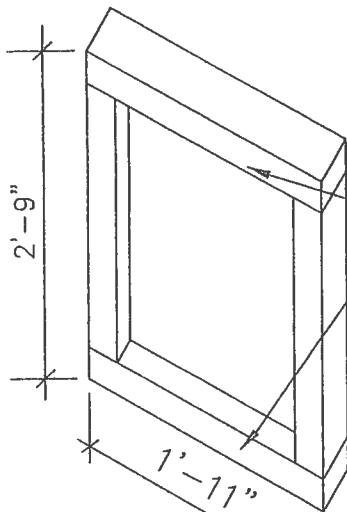
2X3 BLOCKING FOR SECURING COUNTER TOP. AT FRONT & BACK. (SEE SHEET K-1a)



D- CORNER DETAIL

NOTE:

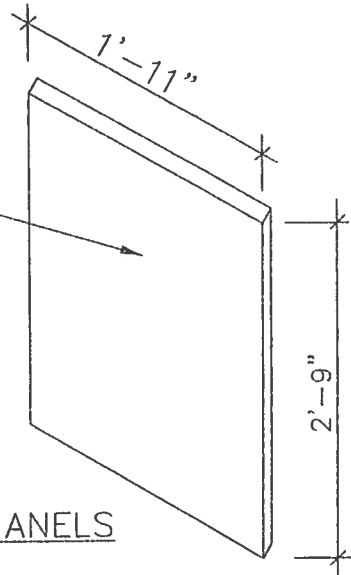
- * MOUNT TO 2X4 FRAME AS REQUIRED W/ CONSTRUCTION ADHESIVE AND MECHANICALLY FASTEN. (NO EXPOSED FASTENERS).
- * APPLY CLEAR SILICONE SEALANT WHERE PLASTIC LAM. COMES IN CONTACT W/ FLOOR WALL & SINK CUTOUT.
- * SINK UNIT TO RECEIVE 3/4" PLYWOOD WITH FORMICA COUNTERTOP.



C - 2X4 FRAME

2X4 WOOD FRAME SUPPORT

HIGH PRESSURE PLASTIC LAMINATE ON 1/2" THK EXTERIOR PLYWOOD- BOTH SIDES (NO PARTICLE BOARD)



B - SIDE PANELS

TYP. SINK UNIT-COMPONENT DIAGRAM

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 PHILADELPHIA, PA 19103

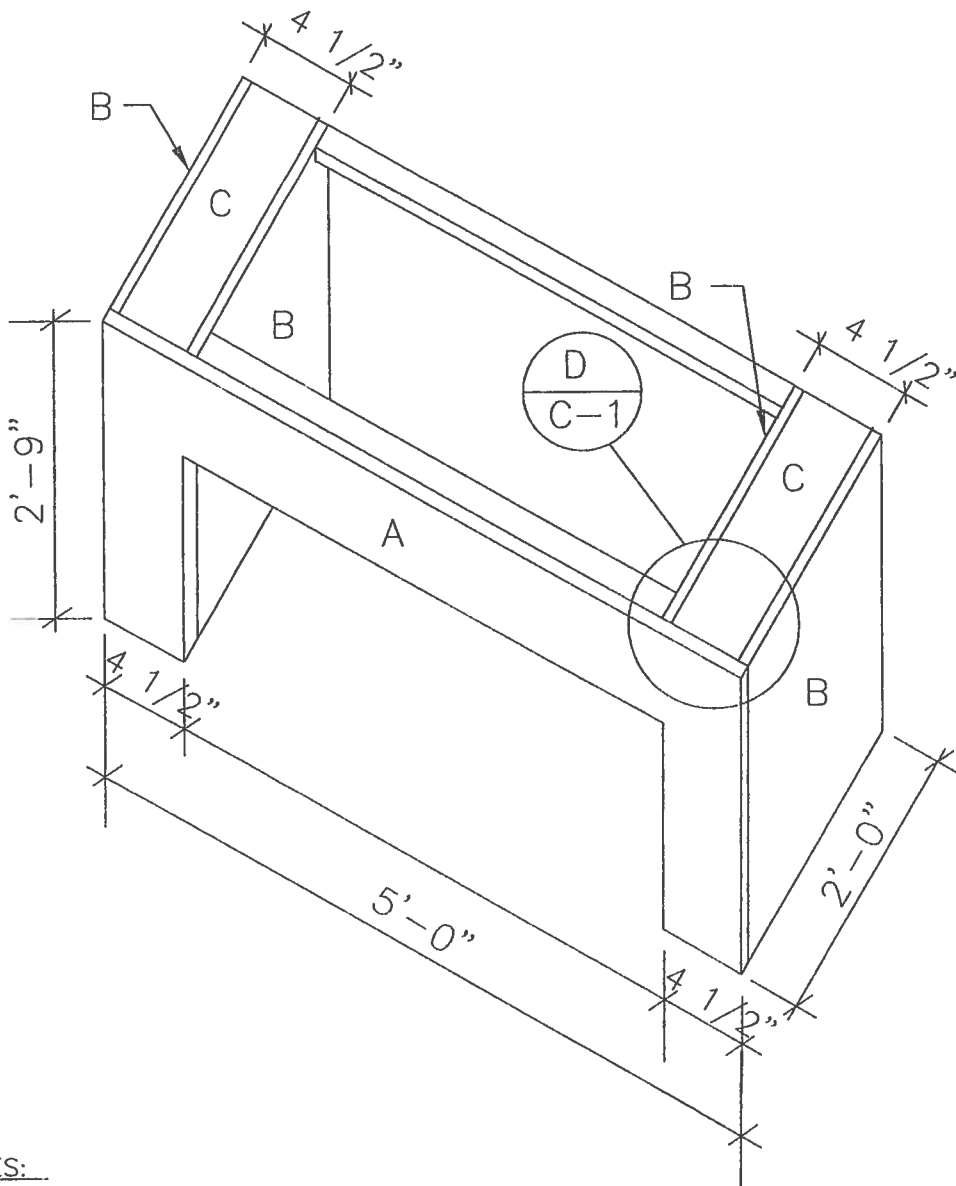
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HANDICAP ACCESSIBILITY DETAILS

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NOTES:

- SEE SHEET C-1 AND K-1a, COMPONENT DIAGRAM FOR REFERENCE.
- SINK UNIT TO RECEIVE 3/4" PLYWOOD WITH FORMICA COUNTERTOP.

TYP. SINK UNIT-CONSTRUCTION DETAIL

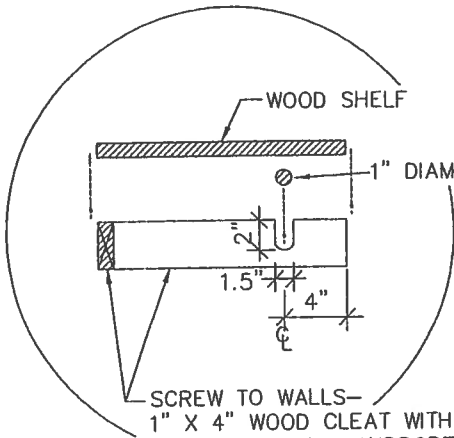
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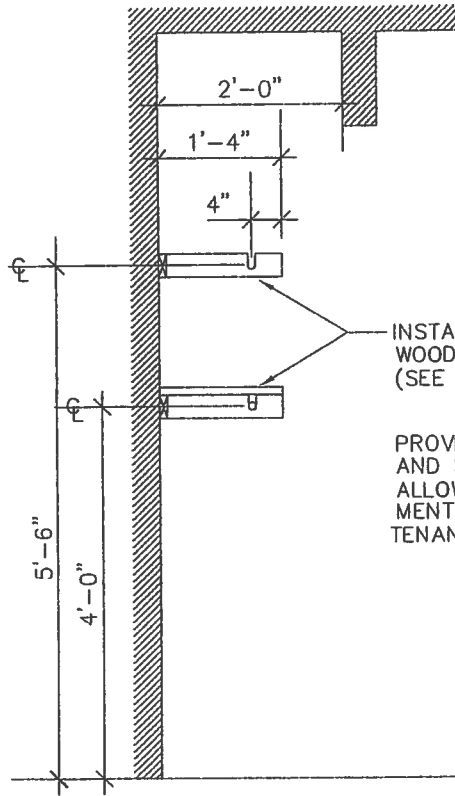
HANDICAP ACCESSIBILITY DETAILS

N: \Cad store\504\Kit.dwg



SCREW TO WALLS—
1" X 4" WOOD CLEAT WITH
KNOTCH ON SIDE SUPPORTS
TO HOLD ROD AND SHELF

SUPPORT DETAIL



INSTALL CLEAT TO SUPPORT
WOOD ROD & SHELF
(SEE SUPPORT DETAIL ABOVE)

PROVIDE LOOSE WOOD ROD
AND SHELF (DO NOT ANCHOR)
ALLOWS FOR HEIGHT ADJUST-
MENT AS REQUIRED BY
TENANT

SECTION
SCALE: 1/2" = 1'-0"

NOTES:

FOR LINEN CLOSETS OR ANY CLOSET WITH FULL SHELVES, BEGIN BOTTOM SHELF AT 15" A.F.F. INSTALL SHELVES ABOVE AT 15" O.C. UP TO CEILING.

DO NOT USE PLYWOOD OR PARTICLE BOARD FOR SHELF SUPPORTS, ONLY SOLID WOOD BLOCKING.
DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.

ADJUSTABLE CLOSET

THE PHILADELPHIA HOUSING AUTHORITY
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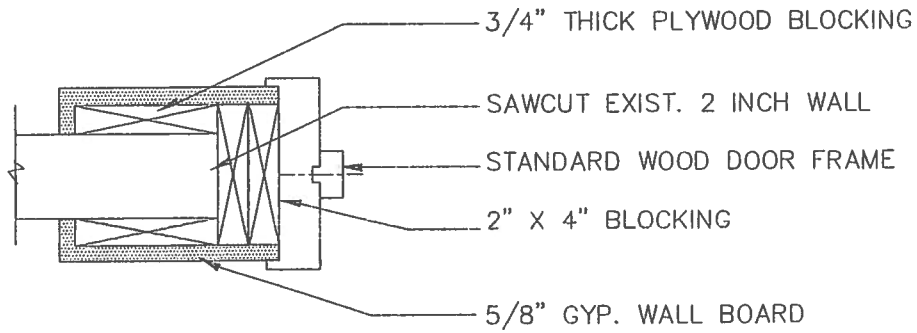
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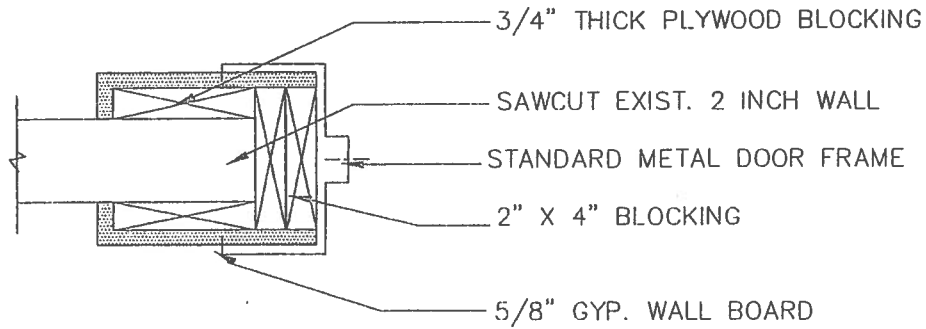
D-1

HANDICAP ACCESSIBILITY DETAILS

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WOOD DOOR FRAME



METAL DOOR FRAME

NOTES:

- DETAIL SHOWN IS FOR INFORMATION ONLY, ACTUAL SITE CONDITIONS MAY VARY.
- LINEN CLOSET OR CLOSET WITH FULL SHELVES, BEGIN BOTTOM SHELF AT 15" A.F.F. INSTALL SHELVES EVERY 12" UPTO CEILING.

NEW DOOR FRAME ON EXIST. WALL

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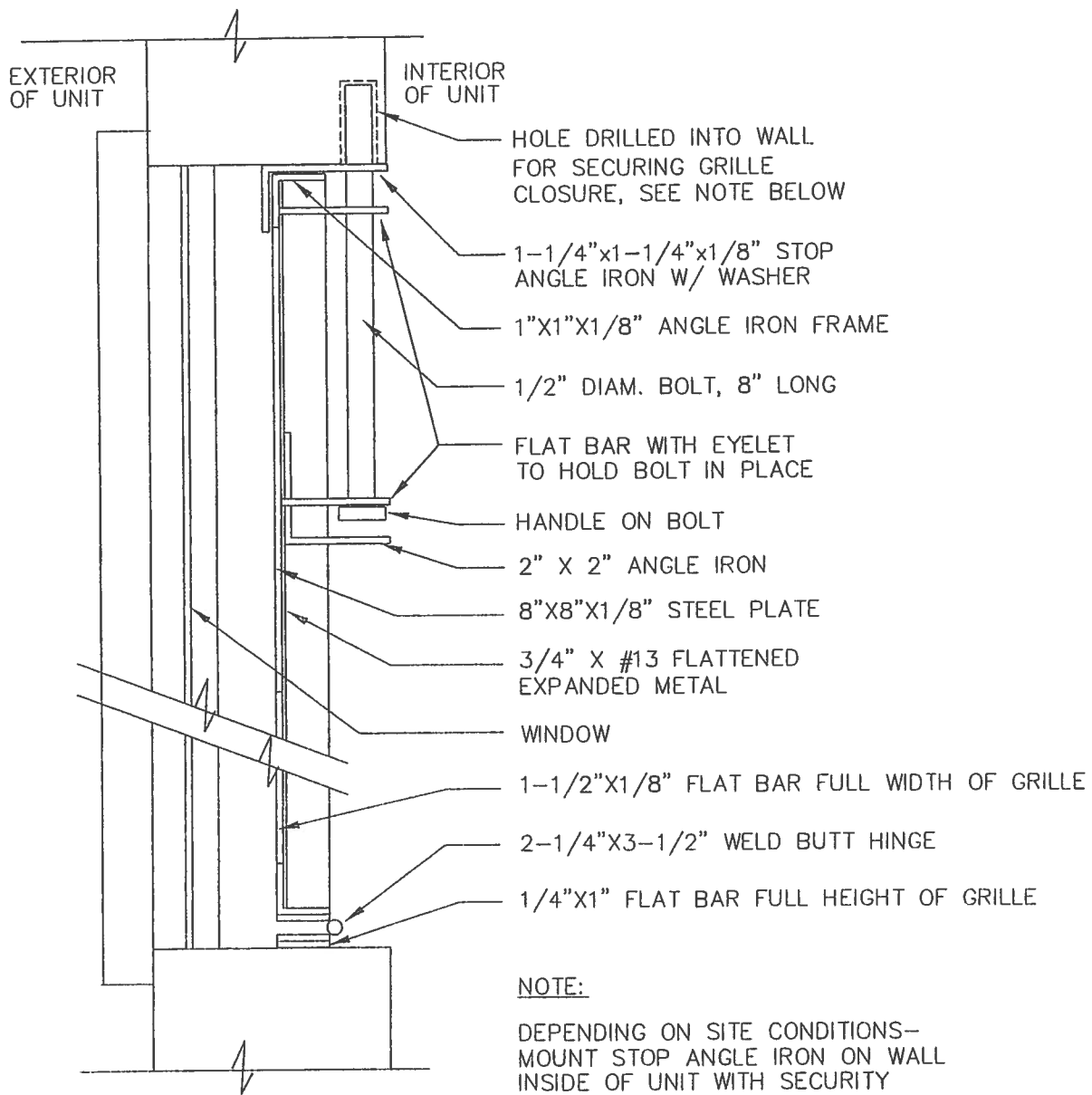
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HANDICAP ACCESSIBILITY DETAILS

F: /CADFILES/DETAILS/HDCP/DET



PLAN

NOTE:
 DEPENDING ON SITE CONDITIONS—
 MOUNT STOP ANGLE IRON ON WALL
 INSIDE OF UNIT WITH SECURITY
 GRILLE INSIDE OF ROOM OR
 MOUNT STOP ANGLE IRON INSIDE OF
 WINDOW JAMB WITH SECURITY
 GRILLE INSIDE OF WINDOW OPENING
 AS SHOWN HERE

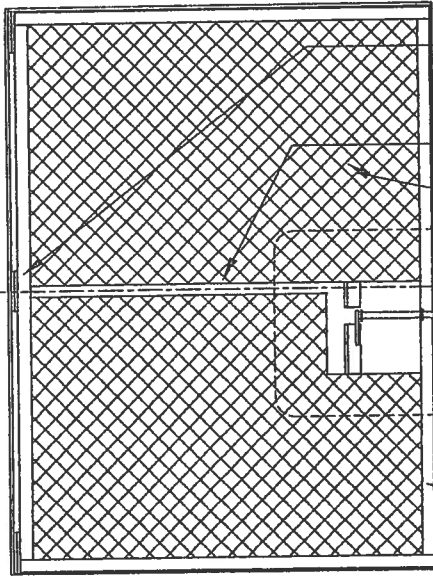
WINDOW SECURITY GRILLE

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

REVISION:
2/12/05
9/24/96
11/29/95
6/30/94
6/30/93

D-3a

HANDICAP ACCESSIBILITY DETAILS
 F: /CADFILES/DETAILS/HDCP/DET



ELEVATION

THREE HINGES WELDED TO FLAT BAR

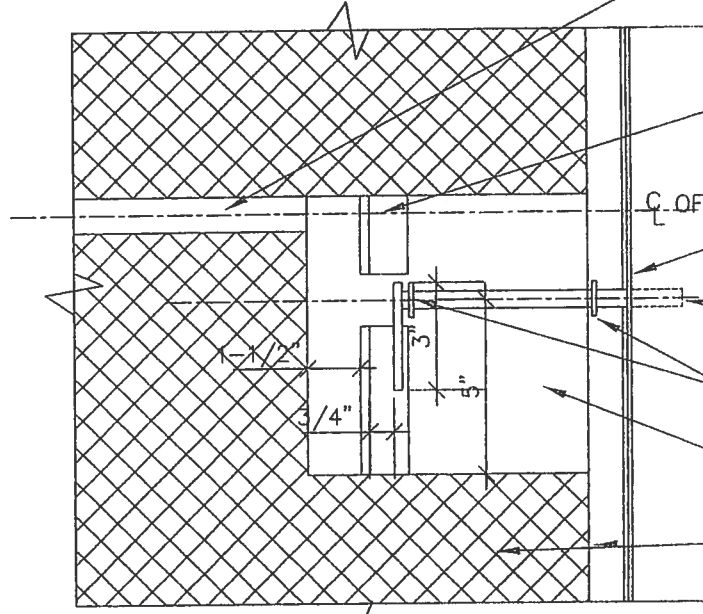
1-1/2"X1/8" FLAT BAR FULL WIDTH OF GRILLE

3/4" X #13 FLATTENED EXPANDED METAL

CENTER LINE OF WINDOW GRILLE

SEE PARTIAL ELEVATION BELOW FOR DETAILS

1" X 1" X 1/8" ANGLE IRON FRAME



PARTIAL ELEVATION

1-1/2"X1/8" FLAT BAR FULL WIDTH OF GRILLE WELDED TO EXPANDED METAL

2" X 2" ANGLE IRON WITH A 1-1/2" +/- GAP TO ALLOW BOLT AND HANDLE TO SLIDE THROUGH AFTER TURNING HANDLE

1-1/4"X1-1/4"X1/8" STOP ANGLE IRON W/ WASHER

1/2" DIAM. BOLT, 8" LONG W/ 3" LONG HANDLE

FLAT BAR WITH EYELET TO HOLD BOLT IN PLACE

8"X8"X1/8" STEEL PLATE

3/4" X #13 FLATTENED EXPANDED METAL WELD TO 1"X1"X1/8" ANGLE IRON FRAME

GENERAL NOTE:

ENTIRE WINDOW SECURITY GRILLE- SEMI-GLOSS OFF-WHITE MAB'S "RUSTALASTIC" TYPE PAINT FINISH

WINDOW SECURITY GRILLE

THE PHILADELPHIA HOUSING AUTHORITY

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12 SOUTH 23RD STREET
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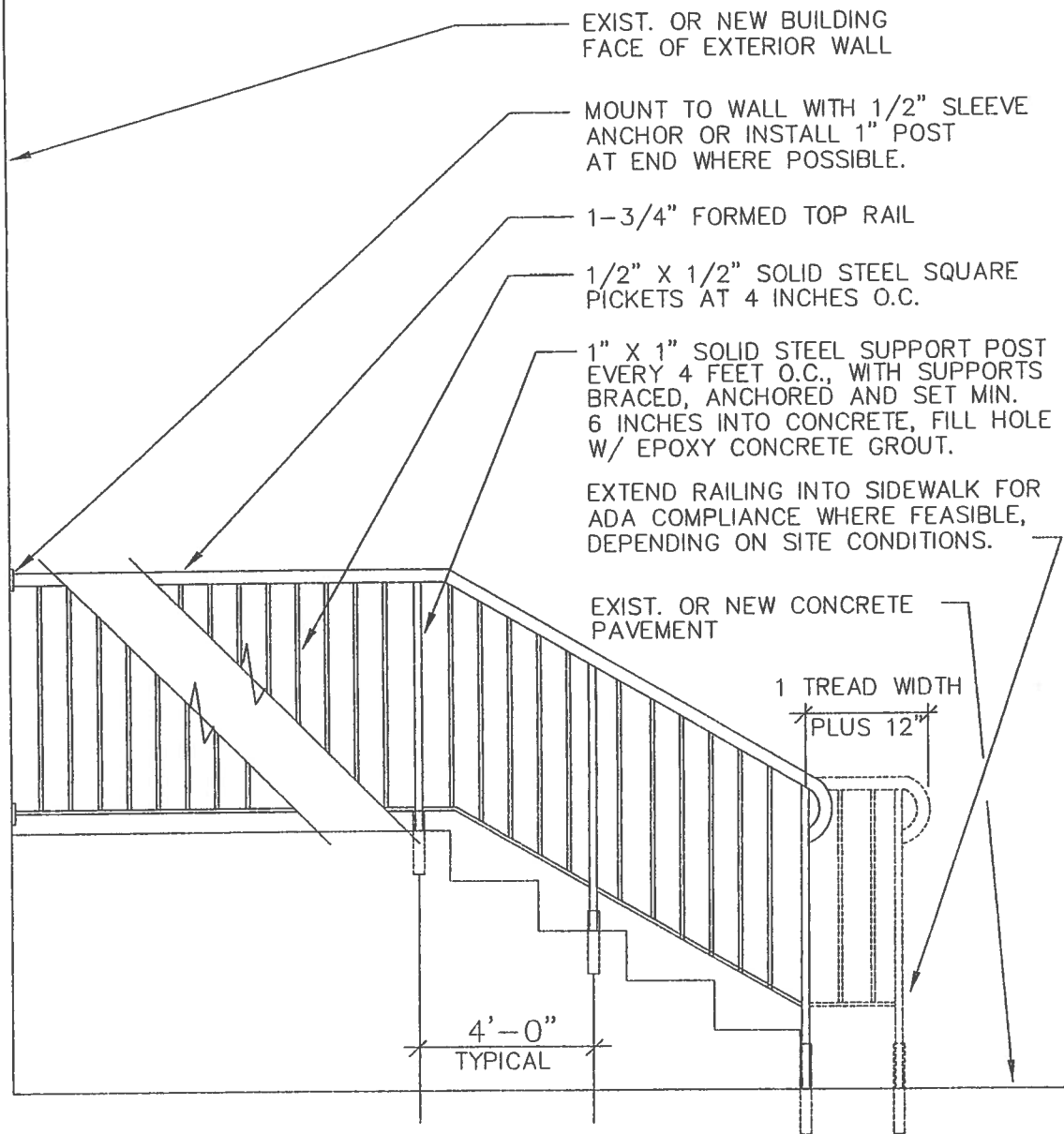
6/30/94

6/30/93

D-3b

HANDICAP ACCESSIBILITY DETAILS

F: /CADFILES/DETAILS/HDCP/DET



NOTES:

- TYPICAL HEIGHT OF RAILING SHALL BE MIN. 34" INCHES (EXCEPT WHERE GAURD RAILS ARE REQUIRED) AND ABLE TO WITHSTAND CONCENTRATED LOAD OF 200 POUNDS.
- ALL METAL PIPES TO BE FINISHED WITH BLACK PRIMER AND BLACK PAINT.

TYPICAL EXTERIOR STEP RAILING

THE PHILADELPHIA HOUSING AUTHORITY
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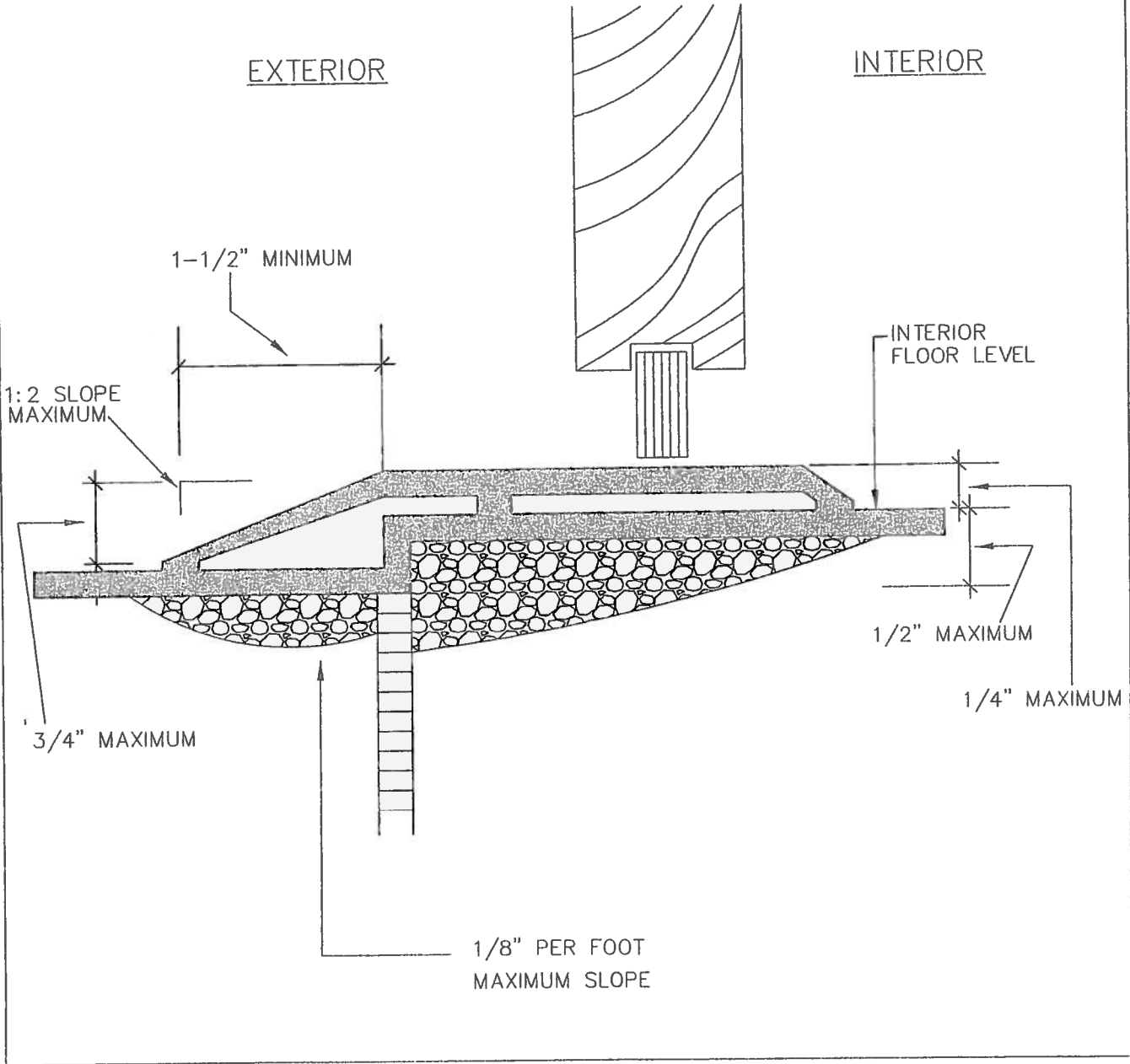
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D-4

HANDICAP ACCESSIBILITY DETAILS

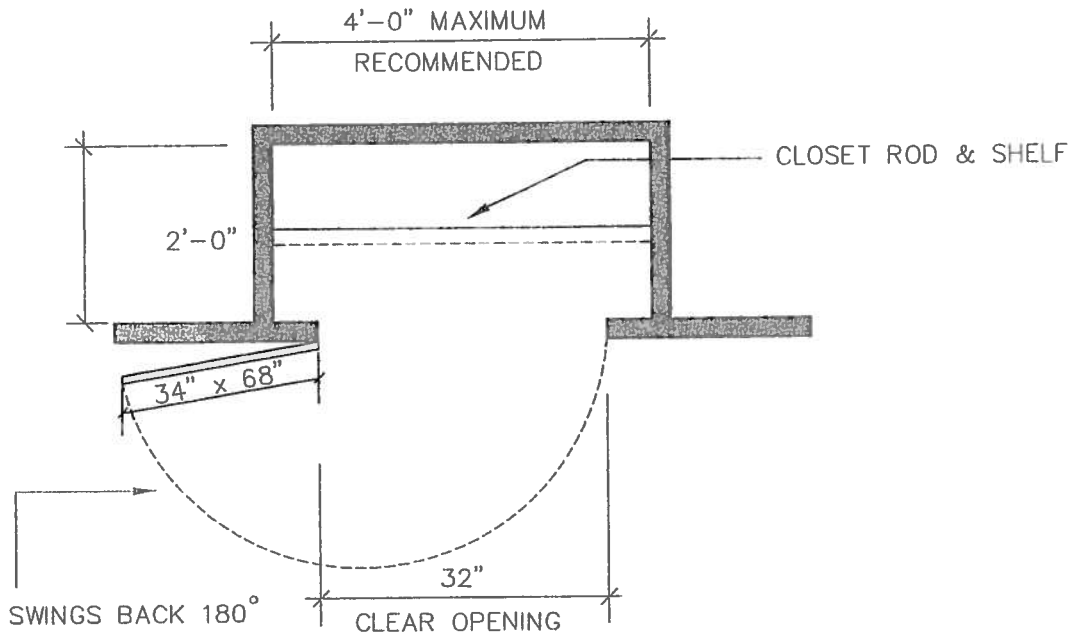
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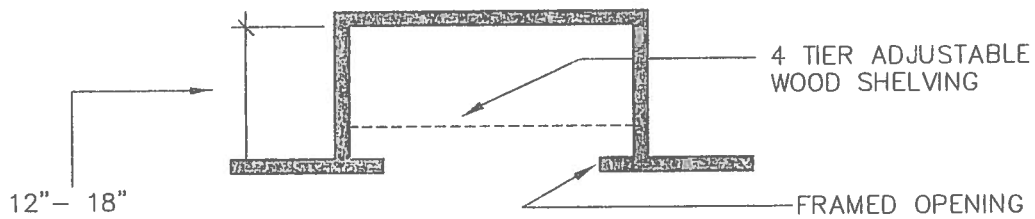
TYPICAL ACCESSABLE THRESHOLD DETAIL (ADA)

<p>THE PHILADELPHIA HOUSING AUTHORITY PROGRAM DEVELOPMENT & DESIGN 12 SOUTH 23RD STREET PHILADELPHIA, PA 19103</p>	<p>REVISION: 2/12/05</p>	<p>D-5</p>
<p>HANDICAP ACCESSIBILITY DETAILS</p>		

N: /Cad store\504\Detl.dwg



TYPICAL SINGLE DOOR CLOSET (ACCESSIBLE)
SCALE: NO SCALE



TYPICAL LINEN CLOSET (ACCESSIBLE)
SCALE: NO SCALE

CLOSETS

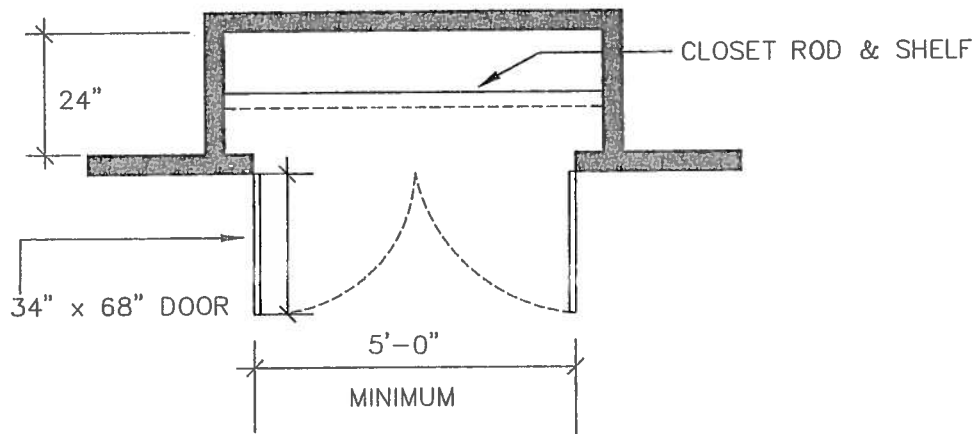
THE PHILADELPHIA HOUSING AUTHORITY
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12 SOUTH 23RD STREET
PHILADELPHIA, PA 19103

REVISION:
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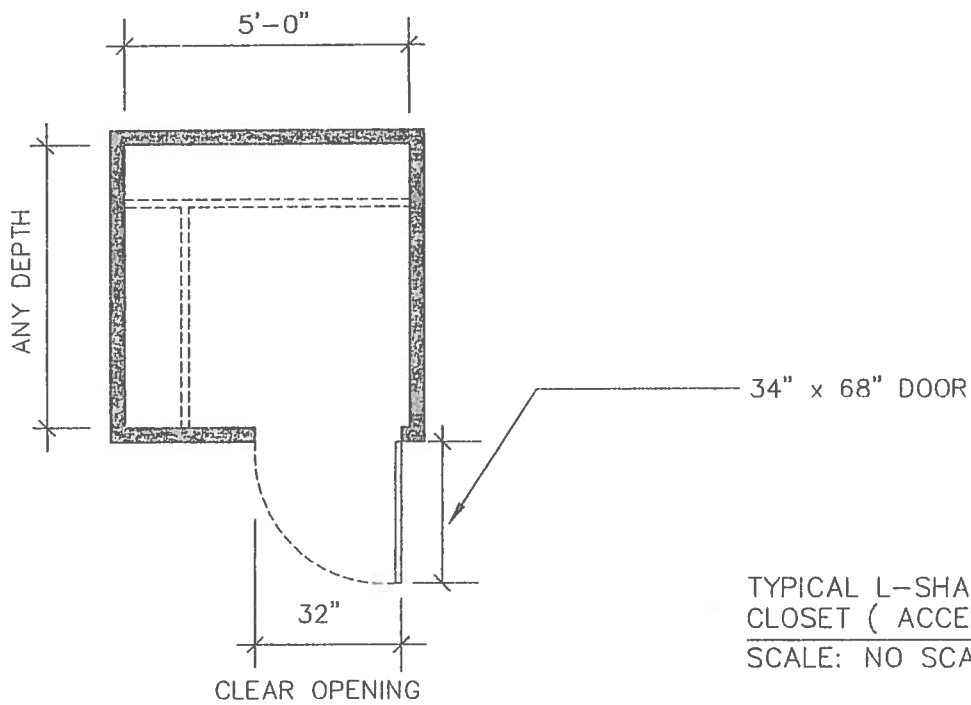
D-6

HANDICAP ACCESSIBILITY DETAILS

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TYPICAL DOUBLE DOOR
CLOSET (ACCESSIBLE)
SCALE: NO SCALE



TYPICAL L-SHAPED
CLOSET (ACCESSIBLE)
SCALE: NO SCALE

CLOSETS

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2/12/05

D-6a

HANDICAP ACCESSIBILITY DETAILS

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WASHER/ DRYER
HOOK-UP

+/- 56" AFF

16"

24" MAX. REACHER
MAXIMUM REACH TO CONTROLS
OVER AN OBSTRUCTION

METAL WIRE SHELF WITH
BRACING 16" O.C.

30"

4"-6"

LAUNDRY ROOM SHELF

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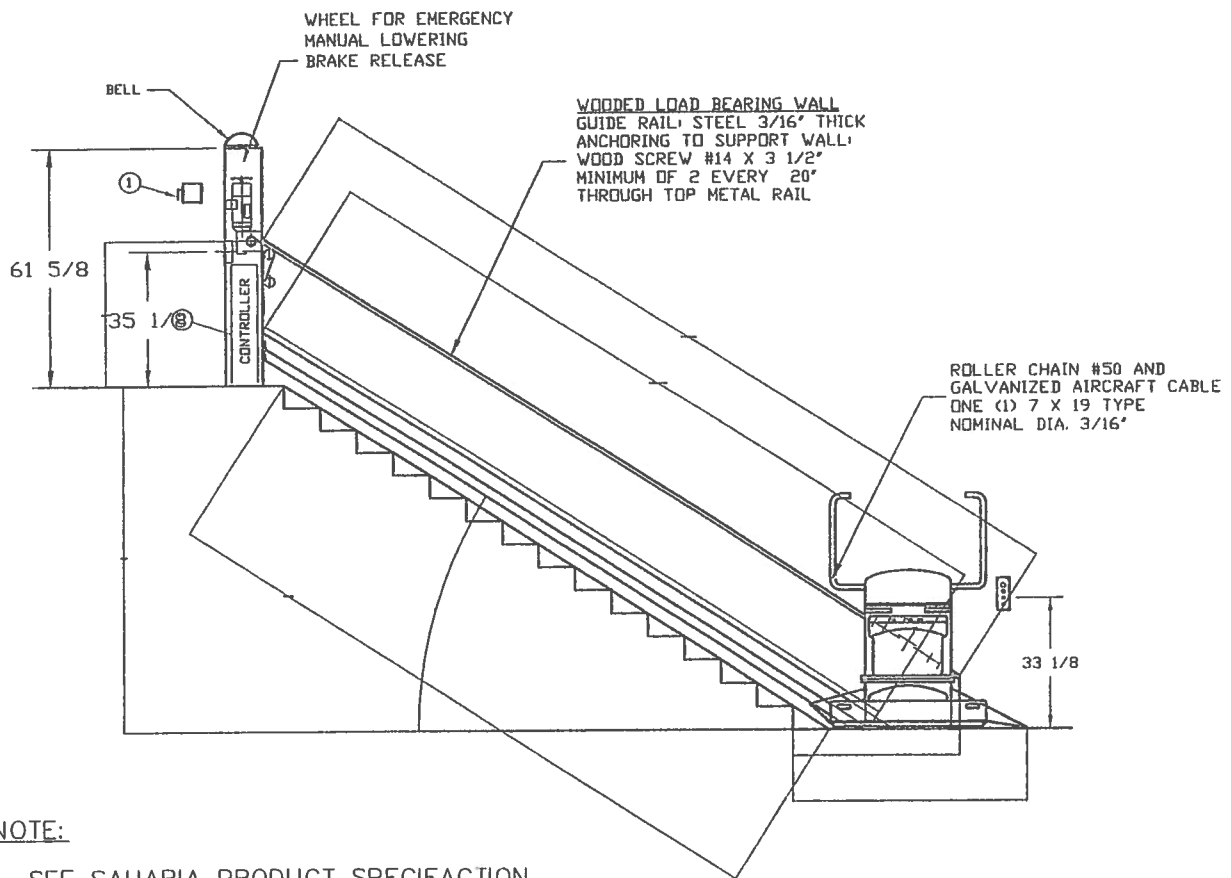
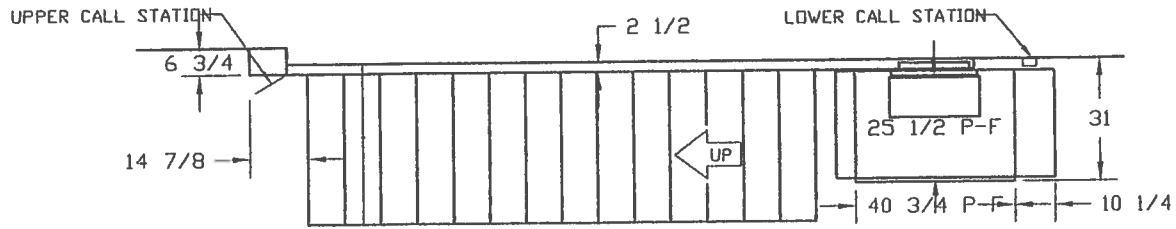
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2/12/05

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HANDICAP ACCESSIBILITY DETAILS

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NOTE:

— SEE SAUARIA PRODUCT SPECIFICATION FOR FURTHER INFORMATION.

INCLINE STAIR LIFT

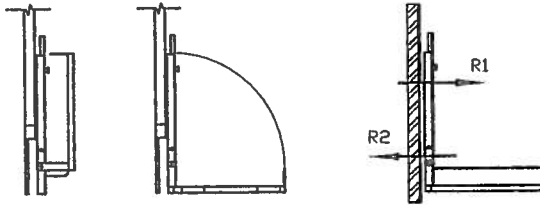
THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

REVISION:
 2/22/05

L-1

HANDICAP ACCESSIBILITY DETAILS

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FOLDED

REACTIONS ACTING ON SUPPORT WALL
 $R1 = R2 = 670.0 \text{ lbs (3.0 kN)}$

STAIRWAY PLATFORM LIFT MODEL ES-125PLUS
 ACCESS TO PLATFORM: IN LINE ACCESS
 ANGLE OF STAIRCASE: 32.5°
 WIDTH OF STAIRCASE: 48"
 LENGTH OF STAIRWAY: 195"
 NUMBER OF RAIL: 2
 APPROX. RAIL WEIGHT: 415 lbs
 NUMBER OF RISERS: 15
 AVERAGE RISER: 7
 AVERAGE TREAD: 10-15/16

OPTIONS:

- MOTORISED SAFETY ARMS
- FOLDING SEAT
- JOINED GUIDE RAIL
- POWER FOLD PLATFORM
- STROBOSCOPE
- APPROVAL DRAWING

CUSTOMER:

PROJECT:

1. RATED LOAD : 450 Lbs (204 kg)
2. CAPACITY : ONE PERSON IN WHEELCHAIR
3. RATED SPEED : 21 ft/min
4. WEIGHT OF CAR : 250 Lbs
5. POWER SUPPLY : 110VAC/15A/1Ph/60hz
6. OPERATION : CONSTANT PRESSURE
7. PLATFORM SIZE: 30" X 48"
8. ELEVATING CLASS : UNENCLOSED STAIR PLATFORM LIFT
9. BEIGE COLOR STANDARD

PULL-OUT FORCE ON SUPPORT WALL IS APPROXIMATELY 670 LBS (3.0 kN). ADEQUATE STRUCTURAL SUPPORT TO BE PROVIDED AT THE TOP LANDING, THE BOTTOM LANDING, AND THROUGHOUT THE SUPPORTING WALL ALONG THE STAIRS.

INCLINE STAIR LIFT

THE PHILADELPHIA HOUSING AUTHORITY
 PROGRAM DEVELOPMENT & DESIGN
 12 SOUTH 23RD STREET
 PHILADELPHIA, PA 19103

REVISION:

2/22/05

L-2

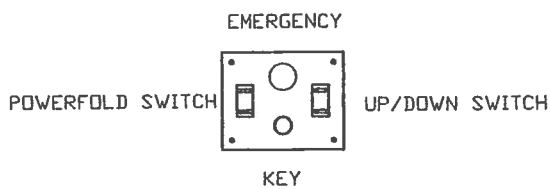
HANDICAP ACCESSIBILITY DETAILS

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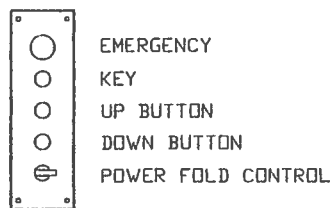
GENERAL SPECIFICATIONS:

- ① INSTALL A LOCKABLE FUSE DISCONNECT TO ISOLATE THE ELECTRIC CONTROLLER
110 VAC/1/2 HP/15AMP/MONOPHASE
BY OTHERS

UPPER CALL STATION (CABINET)



LOWER CALL STATION



INCLINE STAIR LIFT

THE PHILADELPHIA HOUSING AUTHORITY
PROGRAM DEVELOPMENT & DESIGN
12 SOUTH 23RD STREET
PHILADELPHIA, PA 19103

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2/22/05

L-3

HANDICAP ACCESSIBILITY DETAILS

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DESIGN STANDARDS HANDBOOK

THE PHILADELPHIA HOUSING AUTHORITY

DEPARTMENT OF CAPITAL PROJECTS & DEVELOPMENT

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PREFACE

The Philadelphia Housing Authority's (PHA) Department of Capital Projects & Development is charged with the administration of all Mixed-Finance Development initiatives.

This Design Handbook was created as a guide for developers, architects and urban designers undertaking Mixed-Finance projects. The design principles contained within reflect our intent that all housing, whether privately or publicly developed, owned or managed, should allow for residents to live in safety and dignity. Five main design principles are contained throughout these guidelines:

- a. The built environment should foster community pride;
- b. Streets and public open spaces should provide opportunities for recreation and encourage civic interaction;
- c. Neighborhoods should contain a mix of uses, including housing for people of different income ranges, commercial establishments and civic institutions;
- d. Buildings should be designed to be both aesthetically pleasing and functional, constructed of durable materials, and cost effective to operate and maintain; and
- e. Designs should contain architectural details that both respect the local character and promote a sense of identity.

The reader should use this Design Handbook as a reference guide when planning a project, and as a checklist for ensuring that all required Services and Deliverables are included in any Contract between the Consultant and PHA. That is, this book is not intended to be read as a whole document, start to finish.

The intent of these guidelines is to supplement, not supersede the Codes, rules and regulations of other government agencies having jurisdiction over the Design Work for any given project. The Design must strictly conform to all governing codes and regulations, including, but not limited to, latest revisions of:

1. HUD Public Housing Development Handbook §7417.1, Rev. 1 (Attachment A)
2. HUD Minimum Property Standards for Housing Handbook 4910.1 (Attachment B)
- 3.* City of Philadelphia Building Codes and Ordinances that are in effect at the time of Construction Documentation.
4. Fairmount Park Commission
5. City of Philadelphia Historical Commission where applicable
6. Pennsylvania State Historic Preservation Office (SHPO) when applicable
- 7.* Section 504 of the National Rehabilitation Act 1973, the Uniform Federal Accessibility Standards (UFAS), Fair Housing Accessibility Guidelines, ANSI A117.1(1986), Pennsylvania Universal Accessibility Standards, Americans with Disabilities Act Accessibility Guidelines (ADAAG), and all Federal, State and local laws on accessibility that are in effect at the time of Construction Documentation.
- 8.* PHA Accessibility Design Requirements (revised 2/2/07), PHA Accessible Products Technical Specifications (dated 1996).
- 9.* HUD Notice-PIH 2010-26 Issued July 26,2010.

10. PHFA standard relative to construction of LIHTC units and/or other granting agencies standards and regulations.(When applicable)
11. Equity Investor Standards relative to construction of LIHTC units. (When applicable these standards are available from PHA.)
12. International Energy Conservation Code.
13. Philadelphia Housing Authority Sustainable Product Specifications

*In the event of conflicting requirements, the most stringent shall apply, with the determination to be made by the PHA.

I. NEIGHBORHOOD AND SITE STANDARDS

A. General Design Principles

1. Neighborhood Design Principles

- a. The built environment should foster community pride;
- b. Streets and public open spaces should provide opportunities for recreation and encourage civic interaction;
- c. Neighborhoods should contain a mix of functions, including housing for people of different income ranges, commercial establishments and civic institutions;
- d. Architecture and landscape design should grow from local climate, topography, history and building practice;
- e. Plan for diversity - use a variety of building types;
- f. Use new development to help repair existing and/or create new neighborhoods;
- g. Break large Developments into groups of structures; avoid the use of "mega-structures";
- h. Orient residences, commercial uses and community facilities to streets and public spaces and places of shared use.

2. Site Design Principles

- a. Provide hierarchy of public, semi-public, and private outdoor space;
- b. Encourage a sense of control among residents over their living environment;
- c. Link individual architecture projects to their surroundings; the relationship between buildings and streets should:
 1. Foster a safe neighborhood, providing "eyes-on-the-street";
 2. Encourage interaction and community identity;
 3. Form identifiable areas that encourage residents to take responsibility for their maintenance and evolution;
- d. Incorporate environmental design principles to promote energy efficiency and materials conservation within the Development;
- e. Incorporate into the design of multi-family Developments human-scale features; consider the pedestrian's point of view;
- f. Relate "infill" housing to the existing site plan and buildings' layout; Consider parking part of the street design even when clustered at-grade in

- accessory lots on- and/ or off-site;
- g. Use signage systems to address complex circulation patterns;
- h. Arrange internal circulation systems to establish a clear hierarchy between walkways to individual Units, Clusters of Units, and the Development's exterior.
- i. The site, parking areas, non-dwelling spaces, common spaces, and all units must be in conformance with Section 504 of the National Rehabilitation Act and HUD Notice PIH 2010-26. The design, to the greatest extent possible, shall meet the goal of 100% visitability, but at no time be less than 25%.

B. Site Assessment

1. Before any other work is done, review the Scope of Work and assess its relationship to, and impact on, the neighborhood surrounding the planned Development, considering:
 - a. Land use (i.e., residential, commercial, community facilities, etc.);
 - b. Street and block patterns;
 - c. Traffic patterns.
2. When a Development consists of several sites on a number of blocks provide a design analysis of:
 - a. The street types in the surrounding neighborhood (e.g., boulevard, avenues, local streets, and service streets); and
 - b. The range of streetscape elements in the public space.
3. Assess the Design Work in relation to the findings of any market analysis or feasibility study produced for the Development.
4. Provide area calculations and a zoning analysis of the existing site and the proposed Design Work, and an assessment showing any planning actions required to realize the proposal.

C. Urban Design

1. General
 - a. Provide for the addition of roadways, either private or public, as appropriate, to promote vehicular and pedestrian circulation through existing super blocks; such roadway interventions must consider the existing trees and landscaping, when these exist; and
 - b. Provide building entrances that are distinctive and easily identifiable; to the degree possible, make entrances to individual Units or Clusters of Units plainly visible with clear sight lines from the street system.

3. Building Massing

- a. Modulate building facades with vertical and horizontal expressions;
- b. For buildings of two to four stories, match the building massing, rooflines, and the like, with those of the existing surrounding residential structures. Among mid and high-rise developments, change roof levels and ground planes to break up the mass and bulk of buildings;
- c. Distinguish Units or collections of Units through the use of:
 - 1. Setbacks, projections and articulations that break up the facade;
 - 2. Pattern and rhythm of windows and doors;
- d. Organize building mass, orientation and outdoor spaces to provide efficient access to parking and service areas.

4. Building Setback and Front Yards

- a. Building setback distance shall conform to City of Philadelphia Zoning requirements as well as provide for privacy and minimize the adverse effects of traffic and other noises.
- b. Yard depth and width shall be arranged to assure adequate distance between buildings. The length and height of each building wall; the location of the entrance as it relates to the window walls of nearby dwellings; and the location of windows in all habitable rooms, shall all be considered in establishing yard depth.
- c. The setback distance of buildings from the front property line and the street side lot line of corner properties shall:
 - 1. Be diversified to assure visible variety in building and space relationships, avoiding monotony,
 - 2. Be consistent with the best building placement considering the topography and other site conditions,
 - 3. Provide space to facilitate necessary functions such as walks, drives, parking, and landscaping,
 - 4. Be adequate to assure reasonable visual and auditory privacy for indoor and outdoor living areas.

5. Environmental Considerations

- a. Employ passive solar principles in architectural design, orientation, and siting;
- b. Orient the building to minimize thermal loss due to infiltration from prevailing winds, while taking advantage of natural ventilation, and block winter wind and admit summer breezes;
- c. Orient building, windows and outdoor spaces to work together, taking advantage of light, airflow, and interesting views;

- d. The building arrangements and locations shall relate well to:
 - 1. The natural topography, avoiding deep cuts, fills, excessive foundation wall depth, and unnecessary steps and steep gradients,
 - 2. Climatic conditions, assuring maximum benefit from, and protection against, sun, wind, temperature, precipitation, etc.
 - 3. On-site and off-site views,
 - 4. Minimizing adverse noise.
- e. All erosion and sediment controls shall comply with the State Of Pennsylvania, Department of Environmental Protection (PA DEP) requirements

D. Outdoor Space

1. General

- a. Provide common open spaces on-site for residents; designed with specific active and/or passive uses, with clear paths for pedestrian and vehicular circulation.
- b. When appropriate, provide outdoor space that accommodates inter-generational uses (e.g., children and seniors);
- c. Organize residential buildings and surrounding open spaces to achieve clear territorial order to deter crime;
- d. Mark entrances for both automobiles and pedestrians with gates and lights.

2. Pedestrian Circulation

- a. Design pedestrian circulation routes to be short and safe, considering for major thoroughfares;
- b. Locate major building access points along the main pedestrian access routes;
- c. Delineate both public and private spaces with paving, building materials or grade separation, and physical barriers, such as landscaping, fences, walls, screens, or building enclosures.

3. Useable Outdoor Space

- a. The building(s) location, arrangement, and orientation shall assure adequate useable outdoor space for outdoor living areas, all facilities, services, amenities, and for interior natural light, air, and privacy.
- b. For garden apartment-type developments, whenever possible and where applicable, provide an interior common green space specifically designed for children, to serve as a semi-private, secure children's play area and common passive recreation space.
- c. Outdoor balconies are generally discouraged.

E. Landscaping

1. General

- a. Plant material must be indigenous to the climate and area, and nonpoisonous. Design trees and plants to provide shade for outdoor seating, recreation, and privacy between buildings.
- b. Place deciduous trees so that they block summer sun on the south and west face of buildings and locate evergreens to block winter wind on the north face.
- c. Do not block clear visibility from street to entrance doors with heavy plants or trees.
- d. Design sidewalk street trees with appropriate pits and grates.
- e. When planting next to building openings, such as air intakes, entries, and windows, avoid plants requiring chemical treatment.
- f. When designing parking lots incorporate trees and protective bollards into the design
- g. Use plants to screen parking and service areas
- h. Optimize selection and position of plants for sun and shade, and coordinate landscape design with building envelope design.
- i. All front, rear, and side lawn areas shall be sodded around the housing units.
- j. All existing trees that interfere with the new construction shall be removed. All other existing trees shall be surveyed to determine their condition and verify if pruning or removal is required.

2. Plants and Landscaped Borders

- a. Landscape all partitions of the site, not developed for specific uses, with trees, shrubs, groundcover and or grass. Do not locate trees and shrubs over underground utility lines.
- b. Provide a planted border along the buildings face at the street line as an aesthetic amenity as well as to serve as a deterrent to potential defacing of the building. Plant a minimum of 4 shrubs per residential unit and 3" thick mulch in all flower and shrub beds.
- c. Provide a planting scheme which:
 1. Allows maximum visibility from the Units to the street and outdoor spaces.
 2. Provides privacy to ground floor living areas and outdoor spaces by using planting as screening.

3. Street Trees and Planting Strips

- a. Provide a continuous row of street trees for shade and to help create a visual barrier between pedestrians and vehicles;
- b. Provide tree guards or fencing to protect street trees, and provide, at a

- minimum, pre-cast concrete grates for tree pits;
- c. Existing street trees must be retained in good condition; and
- d. Median strips, when provided, shall be planted with ground cover and a combination of canopy and ornamental flowering trees.

4. Commercial/Retail parking landscaping

- a. Provide enhanced landscape design for commercial/retail parking lots, incorporating pedestrian pathways and all such requirements necessary to meet the Philadelphia City Planning Commission's Design Guidelines for Off-Street Parking.

5. Pavements

- a. Incorporate decorative paving into landscape plans and entry walkways;
- b. For repair or restoration pavement work consider special stone or brick;
- c. Provide positive drainage of all driveways, parking areas, ramps and walkways to prevent standing water;
- d. Where appropriate, blend design for new, off-site adjacent sidewalks and street trees with design for on-site pavements. Coordinate special pavements for the site with sidewalk treatments and curb depressions at major intersections.
- e. Standard street curbs and dropped curbs shall be steel-faced concrete, and sidewalks shall be of concrete; in prominent or highly public locations.
- f. Minimize curb cuts or share wherever possible.
- g. Provide entrance walks with a minimum width of 48 inches from the front, sides and rear with flush landings for handicapped visibility. The first floors of all units shall be designed for visitability.

6. Refuse Removal

- a. An easily accessible outdoor facility for garbage and refuse collection and disposal which can be maintained in a sanitary, slightly condition shall be provided where other provisions have not been obtained. Collection stations shall be designed with easily cleaned, durable materials on paved surfaces and shall be visually obstructed.
- b. Single container stations, when necessary, shall be in locations designed to accommodate collection vehicle functions, but must minimize the effect of noise, air pollution, and fire hazards on adjacent buildings

F. Site Utilities

- 1. Site utilities shall be designed to comply with local, state and federal codes and, to the extent feasible, be underground installations in accordance with the most recent City of Philadelphia standards for new residential housing developments. Water and sewer designs shall conform to the design standards and specifications of the Philadelphia Water Department, particularly the Storm Water Management plan.

All services shall be separately metered with meters located adjacent to each unit as required by the responsible utility companies. New streets shall be constructed per City of Philadelphia Streets Department standards. All electric and telephone services to units shall be below grade. All meters shall be located in unit or at the rear or side. All units shall be designed to be “fee simple” with separate utilities.

2. Provide for all street lighting, traffic lights, street signage, street trees and fire hydrants as required by the City of Philadelphia.

3. Lighting

a. Differentiate the street and site lighting to respond to varying conditions (i.e., vary heights, spacing and arrangements of poles in different locations);

b. Site Lighting:

1. Adequate site lighting shall be provided for security. Provide at least two luminaries in any critical area to allow for lamp failure and to fill in tree shadows assuming mature tree heights. Provide generally 8-foot candles of lighting in rear areas requiring security and surveillance. Lighting should be positioned to include one fixture at the rear of each row unit and one at the rear and side of each twin, and shielded as required to prevent nuisance to adjacent properties.
2. Provide lighting for the entire site, with concentrated levels of light at walks, steps, ramps, and entrances;
3. Use special lighting fixtures at building entrances and on building facades' (reentrant and salient corner conditions) to provide ambient lighting for pedestrians; and
4. Provide lights to designate and define entrances to the interior streets at the intersections with main City streets;

c. Parking Lighting:

1. Provide lighting for open parking areas by means of a combination of overhead light poles, medium light poles and light fixtures attached to the building facades to meet minimum lighting standards; and Coordinate placement of light fixtures with the location of shade trees and walkways, to ensure the benefit of lighting for parking lots at night and general security;

d. For large, multi-family Developments with significant on-site outdoor spaces and or located on several City blocks:

1. Provide exterior lights on corners of buildings at appropriate height above grade;
2. Provide a variety of lighting standards for outdoor spaces, both on and off-site, according to the various use locations, to include:
 - a. Major streets, including public space improvements (e.g., planted medians and public plazas); and
 - b. Local streets and pedestrian connections;

3. Use high pressure sodium for high bay, exterior and floodlighting.
2. **Drainage**
 - a. The site development plan must address all surface water runoff problems peculiar to each site. Means shall be developed to adequately handle all surface runoff and carry water to existing storm water drainage system in accordance with local, state and federal codes. Water presently entering a site from streets and other paved areas shall be diverted to storm drains before entering the site.
 - b. Surface and subsurface drainage systems shall be provided, as appropriate, for collection and disposal of storm drainage and subsurface water. This work shall be coordinated with the PWD. These systems shall provide for the safety and convenience of occupants, protection of building, other improvements and unusable lot areas resulting from water damage, flooding, and erosion. Sanitary and storm water can be combined if in accordance with local, state and federal codes.
 - c. Where storm drainage flow is concentrated, permanently maintainable facilities shall be provided to prevent erosion and other damage or flooding on site or on adjacent properties.

G. Fencing/Furnishings

1. Walls and fences shall be included in the site design as appropriate to provide safety, screening, noise reduction, or grade transition.
2. Residential Developments:
 - a. Provide a 42 inch vinyl coated 9 gauge chain link fencing with top and bottom rails and a gate at the rear,
 - b. Provide 42 inch heavy gauge black ornamental metal fence as needed for definition of front, side and rear yards to reduce pedestrian traffic across the property.
 - c. Provide 42 inch heavy gauge black ornamental metal fence around group parking areas or community passive seating/ recreation or community gardens or outdoor accessory play space to a community facility;
 - d. When patios are in locations other than the front yard, provide a 6' - 0" privacy fence separating outdoor useable space, with private, lockable entry gate for access to open space beyond;
 - e. For parking lot perimeters, provide 42 inch steel bar fencing in most design conditions.
 - f. Provide heavy gauge black ornamental metal fence with gates at the main entrance to a community facility or other special structure related to a development;
4. Outdoor Furniture

- a. When required, provide an ensemble of street furniture to create an identity and support the architectural qualities of the Development;
- b. Furniture should be vandal-resistant and low-maintenance; benches and seats must have backs and be of durable, low-maintenance material;
- c. For community facilities, provide a kiosk or other space in a central location for printed notices.

H. Parking

1. Parking - Residential

- a. Adequate parking space shall be provided for residents, guests, and service vehicles.
- b. On-Site parking shall be provided in accordance with minimum requirements determined in concert with the governing City Code and regulatory agencies. At detached and semi-detached residences at least one off street parking pad shall be provided adjacent to each unit. The location shall be based on the individual analysis of each Development, and each area within that development.
- d. One parking per residential unit shall be provided in Developments with central courtyards unless otherwise directed

2. Parking - Commercial/ Retail

- a. Locate curb cuts on side streets, not on major streets or avenues, minimum 50 feet from the curb intersection with the Major Street or Avenue.

II BUILDING DESIGN STANDARDS – DETACHED/SEMI-DETACHED/ROW

A. General Design Principles

1. All Designs shall provide for a safe, durable, secure, healthful and attractive living facility and environment suited to the needs of PHA's residents. They shall provide for ease of circulation and housekeeping; visual and auditory privacy; appropriate light and ventilation; fire and accident protection; economy in maintenance and use of space, for both the residents and PHA; and all necessary accessory services and sanitation facilities.
2. The Design shall respond to the pedestrian's experience, both resident and visitor, traveling to and from the structure and surrounding space.
3. When the Development consists of infill, create designs that complement the surrounding buildings in massing, scale, facade elements and details.
4. When the Development consists of several buildings with various uses located on multiple sites throughout a neighborhood/area, use motifs or elements that synthesize the overall design.
5. Take advantage of natural lighting opportunities whenever possible; consider day lighting to supplement ambient task lighting.
6. Consider and address likely maintenance problems and areas of vandalism with both practical measures and consistent aesthetic standards.
7. Building façades are not required to be completely brick, however all fronts and sides facing a street of residential units shall be full brick. The remainder of the façades may be Vinyl Siding. The lowest 12” to 18” of every façade shall be of durable material to resist weather, water, and lawn maintenance damage. All new building facades shall be designed to incorporate some combination of the following:
 1. Gables
 2. Porches and Porticos with Classical Columns
 3. Break-metal Bay or Bow Windows
 4. Arched windows
8. Not all units are required to incorporate each of the aforementioned features, however, these features should be used throughout the project in such a way so that overall, the buildings have similar styles and characteristics, and that at least 40% of the units have bay or bow windows.

B. Minimum Construction Standards

1. All buildings may be of Type V construction as defined by the City of Philadelphia Building Code in use at the time of Final Design Documents.
2. Duplex and row house unit separation assemblies shall be of fire-resistant, non-combustible construction meeting, or exceeding, the requirements of the City of Philadelphia Building Code in use at the time of Final Design Documents..

C. Residential Shared Common Space

1. Entrances

- a. For row house buildings:
 1. Use special materials and details at the building entrance and tie in with overall facade design;
 2. Demarcate entrance location with vertical material expression, incorporated with overall facade design;
 3. Provide exterior lighting for security.

2. Service Spaces:

- a. Provide a refuse/recycling storage area for each unit; provide a functional, easily-maintainable design that blends with the building design, to accommodate sufficient refuse/recycling, consistent with requirements for the specific neighborhood;
- b. When no rear service street or alley is provided, locate the storage area on the front side of the house, and make easily accessible from both the house and the entrance pathway, and screen with landscaping:
 1. When there is a deep front yard, locate the container next to the street line;
 2. When there is a shallow front yard (i.e., less than five feet deep), locate the container next to the building's front facade;
- c. When a rear service street or alley is provided, locate the container on the rear side of the house, adjacent to the street or alley.
- d. Provide a storage shed in the rear of every unit where storage inside unit is not sufficient. Storage sheds at accessible units shall be accessible.

D. Unit Design

1. Dwelling Unit Size Requirements

- a. Each dwelling unit shall be of a square footage that is conducive to general family living and group activities, such as entertaining, reading, writing, listening to music, watching television, general relaxation, and appropriate indoor children's play.
- b. For townhouse-type Developments, The gross square foot area is measured to the outside of the exterior wall surfaces and/or centerline of the demising party walls;
- c. For Units located on more than one level, a minimum of 100 SF shall be added to the Unit square foot area to account for vertical circulation;
- d. All Units must have a minimum ceiling height of 8' -0";
- e. Units must meet the minimum net SF requirements described in Table 1 below:

Table 1: Unit Size Requirements

Bedroom Count	Minimum Net Floor Area Requirements		Comments
	Rental Units	Homeownership Units	
OBR	550 SF	650 SF	w/ kitchenette
1 BR	700 SF	800 SF	
2BR	850 SF	950 SF	
3BR	1100 SF	1,200 SF	w/additional half bath
4BR	1,250 SF	1,400 SF	w/additional full bath
5BR	1 ,450 SF	1,600 SF	w/additional full bath

2. Room Size Requirements

- a. Calculate each room's SF area from the inside finished surfaces of the walls and partitions, excluding offsets entrances, columns, pipe chases and closets;
- b. Rooms must meet the minimum net SF requirements described in Table 2 below:

Table 2: Minimum Room Sizes

Room Location	1 BR - SF	2 BR - SF	3 BR - SF	Least Dimension
Primary Bedroom	135	135	135	9 Feet
Secondary Bedroom		120	120	9 Feet
Combined Living/Dining Room	210	210	250	10 Feet

3. Dwelling Unit Programmatic Room Requirements

- a. Living Room: Provide adequate wall area in living room to allow for the placement of furniture based upon the maximum allowable number of Unit occupants (Note: Number of occupants per Unit is based on two persons per bedroom);
- b. Dining Room: Provide adequate floor area to accommodate a table and chairs to seat the maximum allowable number of occupants per Unit;
- c. Bedroom: Every bedroom must be of sufficient size to accommodate a bed, a storage chest, a night table, and a chair and circulation space; the primary bedroom shall have at least one wall space of at least 10 feet uninterrupted by openings less than 44 inches above the floor.
- d. Storage Areas:

1. Provide a coat closet located as close to the entry as possible with the minimum SF area as follows:

<u>Unit Type</u>	<u>Closet</u>
0 BR:	6 SF
1 BR:	8 SF
2BR:	8 SF
3 BR:	10 SF
4 BR:	12 SF

Add two SF for each additional bedroom above a 4 BR Unit;

2. Provide each bedroom with a clothing closet, with a minimum interior clear depth dimension of 2' - 0" and the following minimum linear feet:

Primary Bedroom: 8 feet;
 Non-Primary Bedroom: 6 feet;

3. Every Unit must contain a storage closet for linens with five shelves, with minimum dimensions of two feet deep and three feet wide;
4. Additional bulk storage must be provided for each Unit size as follows:

<u>Unit Type</u>	<u>Bulk Storage SF</u>
0 BR:	25 SF
1 BR:	25 SF
2 BR:	30 SF
3 BR:	35 SF
4 BR:	45 SF

Add five SF for each additional bedroom above 4 BR Unit;

e. Bathrooms:

1. Every Unit must have a bathroom containing a toilet, a sink, a bathtub complete with showerhead, a soap holder, and a mechanically fastened shower curtain rod; wall mirror; recessed medicine cabinet; toilet paper holder, soap dish over sink; tooth brush holder over sink; robe hook mounted on a wall; and a towel bar
2. Every 3 BR Unit must have an additional half bathroom containing a sink, toilet, mirror, towel bar, toilet paper holder, robe hook mounted on a wall, and a soap holder over sink;
3. Every Unit 4 BR or larger must have a second full bathroom, although a shower unit may be substituted for a tub/ shower unit;
4. Do not locate windows over tub or shower units;
5. Provide 30" minimum clearance at all sinks;

6. Provide solid wood blocking at all grab bar locations for aging-in-place retrofit;
7. Where grab bars are installed they shall not interfere with tub seat or soap holder;
8. Shower and tub controls shall be located closer to the point of entry in accessible units;
9. Provide a minimum of (1) 2-Bedroom accessible unit and 50% of the 1-Bedroom accessible units in each new development with a roll-in shower. Roll-in showers shall not be raised or depressed and shall have floor to ceiling tiled walls extending a minimum of one foot beyond shower area. Provide 2 floor drains in bathrooms with roll-in showers. Project tile walls beyond UFAS requirements at both sides of the roll-in shower to allow installation of mechanically fastened shower curtain rods.

f. Kitchen/Kitchenettes:

1. Share plumbing and ventilation chase walls where possible;
2. Provide the following minimum lineal feet of countertop space and shelving:

<u>Unit Type</u>	<u>Countertop (Lineal Feet)</u>	<u>Shelving (Lineal Feet)</u>
0 BR:	6	25
1 BR:	6	30
2 BR:	9	35
3 BR:	10.5	40
4 BR:	12	50

3. The minimum aisle width between face of cabinets shall be 60 inches;
4. Each kitchen shall have a minimum of three unobstructed cabinet drawers;
5. A minimum of 18 inches of lineal counter space shall be adjacent to both sides of the sink and range and at least on one side of the refrigerator;
6. If a refrigerator is not being supplied in a particular contract the size of the area for the refrigerator shall be 3 feet minimum.

4. Dwelling Unit Layout and Circulation

- a. Apartments must be arranged for efficient internal circulation and functional relationship between rooms:
 1. Avoid main circulation through the living room; provide a separate corridor to connect rooms;
 2. Circulation through bedrooms to other bedrooms or

bathrooms is prohibited;

3. Avoid ganging doors along hallways
 - b. Minimize circulation across rooms to permit workable furniture arrangements without obstructing windows and doors; all door placements and wall lengths should accommodate furniture placement;
 - c. Stairs shall be designed in conformance with governing code requirements
 - c. Do not provide access to private outdoor space from bedrooms.
5. Dwelling Unit Arrangements
- a. Locate living room spaces at the front or rear of the building in order to maximize natural light and ventilation;
 - b. Minimize bedrooms facing the street at the ground floor entrance level;
 - c. Provide a clear functional relationship in the arrangement of rooms and spaces within the Units;
 - d. Locate bathrooms near the bedrooms, away from living room spaces;
 - e. Do not locate bathroom doorway opening directly onto living room spaces (e.g., living and dining rooms) or the kitchen; screen views directly in the bathroom through partitions and/ or by door swings;
 - f. Locate noisy areas (i.e., kitchens and bathrooms) back to back against adjacent Unit walls; locate less noisy areas (i.e., bedrooms) back to back in adjacent Units;
 - g. Avoid locating 2-Bedroom and 3-Bedroom units above 1-Bedroom units;
 - h. Avoid locating living areas above sleeping areas.
6. Ventilation Requirements -
- a. Provide natural ventilation in kitchens/ kitchenette and bathrooms, unless building constraints are prohibitive; where windows are limited, provision of a window in a kitchen/ kitchenette takes precedence over a bathroom.
 - b. Kitchen ventilation shall be exhausted to the exterior, away from PTAC units, air intakes, laundry vents, windows, etc.
 - c. See MPE Section for mechanical ventilation requirements.
7. Lighting
- a. Consider day lighting to supplement residential ambient/task lighting;
 - b. In general, lighting for Unit spaces shall be energy efficient fixtures throughout. Provide a switch-controlled light with fixture in every room;

- c. Fixtures shall accept screw-in Compact Fluorescent Light (CFL) bulbs (Type E26). Plug-in type shall not be accepted;
- d. Provide a lighting fixture in the Unit entrance hall and all hallways;
- e. Provide a ceiling-mounted energy efficient fixture in the center of the kitchen and one, preferably recessed, energy efficient fixture above sink; Provide energy efficient pendant light over kitchen island where applicable. Pendant lights shall not interfere with kitchen cabinets;
- f. Provide a switched outlet in living rooms and all bedrooms
- g. Provide a pendant light in the center of dining rooms
- h. Ceiling fans, whenever requested by PHA, shall be energy efficient, switch operated with integral dimmable light fixture. Ceiling fans shall not be pull-chain operated.

III BUILDING DESIGN STANDARDS – MULTI-FAMILY

A. General Design Principles

1. All Designs shall provide for a safe, durable, secure, healthful and attractive living facility and environment suited to the needs of PHA's residents. They shall provide for ease of circulation and housekeeping; visual and auditory privacy; appropriate light and ventilation; fire and accident protection; economy in maintenance and use of space, for both the residents and PHA; and all necessary accessory services and sanitation facilities.
2. The Design shall respond to the pedestrian's experience, both residents and visitors, traveling to and from the structure and surrounding space.
3. When the Development consists of several buildings with various uses located on multiple sites throughout a neighborhood/area, use motifs or elements that synthesize the overall design.
4. Take advantage of natural lighting opportunities whenever possible; consider day lighting to supplement ambient task lighting.
5. Consider and address likely maintenance problems and areas of vandalism with both practical measures and consistent aesthetic standards.

B. Minimum Construction Standards

1. All buildings shall be of fire-resistant, non-combustible construction, Building Code Class 1 C or better.
2. Notwithstanding item III.B.1, immediately above, four-story buildings may be built of fire-resistant, combustible construction, according to Code.

C. Shared Common Space

1. In general, Shared Common Space, excluding Residential Accessory Space, must be less than 25 percent of the total Residential Space.
2. Entrances
 - a. Provide sufficient glazing at entrance area to permit viewing of lobby space and elevators from a sidewalk/entry through a front yard;
 - b. Balance glazing and size of panes with breakage and maintenance concerns;
 - c. Use special materials around main entrances/ glazing openings (e.-g., limestone, granite), and tie in with overall facade design;
 - d. Demarcate entrance location with vertical material expression, incorporated with overall facade design;
 - e. Provide special signage above main entrance door and incorporate artwork (e.g., masonry/ metal/ enamel panels);
 - f. Provide weather protection overhang in keeping with the scale of the entrance;
 - g. Materials for the protection overhang must be low maintenance and high strength;
 - h. Provide exterior lighting for security, incorporated as sidelights and/or into the entrance overhang, to suit the scale of the particular entrance design.

3. Entrance Lobby and Public Corridors:

a. Sight Lines:

1. The entrance sequence to a building must have clear sight lines between the street and sidewalk and or parking area and the front entrance doors, vestibule, and through to the lobby; and
2. There must be clear sight lines from the lobby to entrance area to the vertical circulation (e.g., elevators, stairways doors) as well as to the residents' mailboxes;

b. Elevator Lobby:

1. The depth of the elevator lobby(ies) on each floor shall be greater than adjacent corridors leading from Unit entrances to the lobby space; and
2. Floor surface must be tile or other suitable low maintenance durable material;

c. Public Corridors:

1. Public corridors must have clear sight lines to and from the elevator lobbies and stairways; and
2. Avoid long corridors on the upper floors; and

d. Avoid access to Units through balconies or other above grade exterior spaces.

4. Service Spaces

a. Provide an interior refuse recyclable storage area or closet in each Unit, with a minimum of six SF;

b. For multi-family buildings with 20 Units or less, provide:

1. A street level refuse room, large enough to accommodate three days' worth of refuse and two weeks' worth of recycling (glass/ metal and paper) from all residents, consistent with the Department of Sanitation (DOS) requirements and schedule for the specific neighborhood; provide direct access to the exterior for refuse removal for collection; and
2. A custodian's closet, with a minimum three feet by three feet with slop sink on every other floor;

c. For multi-family buildings with more than 20 Units, provide:

1. A custodian's closet, with a minimum three feet by three feet with slop sink on every floor;
2. A main dedicated and ventilated recycling room or area for each building, with minimum dimensions of six feet by ten

feet, to accommodate two weeks' worth of recycling in receptacles (i.e., for paper and glass/ metal) from all residents, consistent with DOS requirements and schedule for the specific neighborhood;

3. Provide a refuse chute system, and centralize the residential refuse holding room or area, designed with a minimum volume of three cubic feet/ Unit;
4. Provide a compactor with sufficient capacity for the number of Units in the building, consistent with DOS requirements and schedule for the specific neighborhood; locate within a separate compactor room; and
5. Locate both the compactor room and recycling holding area on the ground floor, adjacent but shielded from direct view to the lobby or in the basement having a direct connection to vertical circulation (i.e., refuse removal should not pass through the lobby); and provide direct access from this area to the exterior holding area for refuse removal and collection; and
6. Refer to Part I for related sitework requirements.

5. Unit Accessory Space

a. Laundry Room:

2. Locate on the ground floor, adjacent to but shielded from direct view from the lobby, or in the basement having a direct connection to vertical circulation;
3. Provide at least 35 percent of each door to the laundry room with transparent glass;
4. Provide accessibility for the physically and visually impaired; and whenever possible, provide a direct connection with an outdoor, passive recreation space or planted area, with at least one exterior wall with transparent glazed openings;

b. Community Space

1. Provide a Community Space as required funding source as established by PHA in the RFP.
2. Locate adjacent to the entrance hallway, off the public corridor where applicable, and
3. Provide exterior windows

c. Management Offices

1. Locate the Management Office in a prominent location on the site, and provide the following approximate office sizes:
 - i. Director's Office: 250 SF;
 - ii. Staff Office: 125 SF;
 - iii. Staff Kitchenette and Lounge;

iv. Toilets

2. Structured Parking (when provided): Provide direct and secure connections between the underground parking and the ground floor lobby.

D. Unit Design

1. Dwelling Unit Size Requirements

- a. For multi-family Developments, the gross SF area is the area contained within exterior wall surfaces and/or centerline of common walls separating adjacent common space;
- b. For Units located on more than one level, a minimum of 100 SF shall be added to the Unit square foot area to account for vertical circulation;
- c. All Units must have a minimum ceiling height of 8' -0";
- d. Units must meet the minimum net SF requirements described in Table 1 below:

Table 1: Unit Size Requirements

Bedroom Count	Minimum Net Floor Area Requirements		Comments
	Rental Units	Homeownership Units	
OBR	400 SF	500 SF	with kitchenette
1 BR	550 SF	650 SF	
2BR	700 SF	850 SF	
3BR	950 SF	1000SF	w/additional half bath
4BR	1100 SF	1200 SF	w/additional full bath
5BR	1300 SF	1400 SF	w/additional full bath

2. Room Size Requirements

- a. Calculate each room's SF area from the inside finished surfaces of the walls and partitions, excluding offset entrances, columns, pipe chases and closets (i.e., "paint-to-paint" dimension);
- b. Rooms must meet the minimum net SF requirements described in Table 2 below:

Table 2: Minimum Room Sizes

Room Location	1 BR - SF	2 BR - SF	3 BR - SF	Least Dimension
Primary Bedroom	135	135	135	10 Feet
Combined Living/Dining Room	200	210	230	12 Feet

3. Dwelling Unit Programmatic Room Requirements

- a. Living Room: Provide adequate wall area in living room to allow for the placement of furniture based upon the maximum allowable number of Unit occupants (Note: Number of occupants per Unit is based on two persons per bedroom) ;
- b. Dining Room: Provide adequate floor area to accommodate a table and chairs to seat the maximum allowable number of occupants per Unit;
- c. Bedroom: Every bedroom must be of sufficient size to accommodate a bed, a storage chest, a night table, and a chair and circulation space;
- d. Storage Areas:

- 1. Provide a coat closet located as close to the entry as possible with the minimum SF area as follows:

<u>Unit Type</u>	<u>Closet</u>
0 BR:	6 SF
1 BR:	8 SF
2 BR:	8 SF
3 BR:	10 SF
4 BR:	12 SF

Add two SF for each additional bedroom above 4 BR Unit;

- 2. Provide each bedroom with a clothing closet, with a minimum interior clear depth dimension of 2' - 0", and the following minimum linear feet:

Primary Bedroom: 8 feet;

Non-Primary Bedroom: 6 feet;

- 3. Every Unit must contain a storage closet for linens with a minimum of 5 shelves, and minimum dimensions of two feet deep and three feet wide;
- 4. When required by funding, additional bulk storage must be provided with a minimum of 5' - 0" by 5' - 0" in accessible Units. For each non-accessible Unit, storage size is as follows:

<u>Unit Type</u>	<u>Bulk Storage SF</u>
0 BR:	25 SF
1 BR:	25 SF
2 BR:	30 SF
3 BR:	35 SF
4 BR:	45 SF

Add five SF for each additional bedroom above 4 BR Unit;

- e. Bathrooms:

- 1. Every Unit must have a bathroom containing a toilet, a sink,

- a bathtub complete with showerhead and soap holder, and a wall mirror, a medicine cabinet, tooth brush holder above sink, soap holder above sink, towel bar, toilet paper holder, and a wall mounted robe hook;
2. Every 3 BR Unit must have an additional half bathroom containing a sink, mirror and a toilet, a soap holder over the sink, a wall mounted robe hook, a towel bar, and a toilet paper holder;
 3. Every Unit 4 BR or larger must have a second full bathroom, although a shower unit may be substituted for a tub/shower unit;
 4. Do not locate windows over tub or shower units;
 5. Provide 30" minimum clearance at all sinks;
 6. Provide solid wood blocking at all grab bar locations for aging-in-place retrofit;
 7. Where grab bars are installed they shall not interfere with tub seat or soap holder;
 8. Shower and tub controls shall be located closer to the point of entry in accessible units;
 9. Provide a minimum of (1) 2-Bedroom accessible unit and 50% of the 1-Bedroom accessible units in each new development with a roll-in shower. Roll-in showers shall not be raised or depressed and shall have floor to ceiling tiled walls extending a minimum of one foot beyond shower area. Provide 2 floor drains in bathrooms with roll-in showers. Project tile walls beyond UFAS requirements at both sides of the roll-in shower to allow installation of mechanically fastened shower curtain rods.

f. Kitchen/Kitchenettes:

1. Share plumbing and ventilation chase walls where possible;
2. Provide the following minimum lineal feet of countertop space and shelving:

<u>Unit Type</u>	<u>Countertop (Lineal Feet)</u>	<u>Shelving (Lineal Feet)</u>
0 BR:	6	25
1 BR:	6	30
2 BR:	9	35
3 BR:	10.5	40
4 BR:	12	50

3. The minimum aisle width between face of cabinets shall be 60 inches in accessible Units;
4. Each kitchen shall have a minimum of three unobstructed cabinet drawers;
5. A minimum of 18 inches of lineal counter space shall be adjacent to both sides of the sink, as well as on at least one

side of the refrigerator and range;

6. Kitchens for the disabled shall include a pantry cabinet; and Provide a refrigerator according to the following minimum sizes:

<u>Unit Type</u>	<u>Refrigerator Size (Cubic Feet)</u>
0 BR & 1 BR	18
2BR&3BR	18
4 BR	18

4. Dwelling Unit Layout and Circulation

- a. Units must be arranged for efficient internal circulation and functional relationship between rooms:
 1. Avoid main circulation through the living room; provide a separate corridor to connect rooms;
 2. Circulation through bedrooms to other bedrooms or bathrooms is prohibited;
- b. Minimize circulation across rooms to permit workable furniture arrangements without obstructing windows and doors; all door placements and wall lengths should accommodate furniture placement;
- c. Do not provide access to private outdoor space from bedrooms.

5. Dwelling Unit Arrangements

- a. Locate living room spaces at the front or rear of the building in order to maximize natural light and ventilation;
- b. Minimize bedrooms facing the street at the ground floor entrance level;
- c. Provide a clear functional relationship in the arrangement of rooms and spaces within the Units;
- d. Locate bathrooms near the bedrooms, away from living room spaces;
- e. Do not locate bathroom doorway opening directly onto living room spaces (e.g., living and dining rooms) or the kitchen; screen views directly in the bathroom through partitions and/or by door swings;
- f. For multi-family Developments, locate large-sized and/or duplex Units at the ground floor, with direct access to the exterior (to semi-private common courtyards, and/or private patios) to permit children's access to secure outdoor play spaces;
- g. Locate noisy areas (i.e., kitchens and bathrooms) back to back against adjacent Unit walls; locate less noisy areas (i.e., bedrooms) back to back in adjacent Units.

6. Ventilation Requirements -
- a. Provide natural ventilation in kitchens/ kitchenette and bathrooms, unless building constraints are prohibitive; where windows are limited, provision of a window in a kitchen/ kitchenette takes precedence over a bathroom.
 - b. Kitchen ventilation shall be exhausted to the exterior, away from PTAC units, air intakes, laundry vents, windows, etc.
 - c. See MPE Section for mechanical ventilation requirements.
7. Lighting

- a. Consider day lighting to supplement residential ambient/task lighting;
- b. In general, lighting for Unit spaces shall be energy efficient fixtures throughout. Provide a switch-controlled light with fixture in every room;
- c. Fixtures shall accept screw-in Compact Fluorescent Light (CFL) bulbs (Type E26). Plug-in type shall not be accepted;
- d. Provide a lighting fixture in the Unit entrance hall and all hallways;
- e. Provide a ceiling-mounted energy efficient fixture in the center of the kitchen and one, preferably recessed, energy efficient fixture above sink; Provide energy efficient pendant light over kitchen island where applicable. Pendant lights shall not interfere with kitchen cabinets;
- f. Provide a switched outlet in living rooms and all bedrooms
- g. Provide a pendant light in the center of dining rooms
- h. Ceiling fans, whenever requested by PHA, shall be energy efficient, switch operated with integral dimmable light fixture. Ceiling fans shall not be pull-chain operated.

V NON-RESIDENTIAL BUILDING DESIGN STANDARDS

A. General Design Principles

1. Determine adjacency opportunities; group similar functions together, passive/ quiet uses separate and away from more active/ noisy activities.
2. Respond to the pedestrian's experience of both the building(s) and surrounding open spaces of the neighborhood; and incorporate parking solutions into the building and site design that meets both functional and aesthetic concerns.
3. When a project consists of several buildings and/or uses scattered throughout a neighborhood/ area, use motifs or elements that synthesize the overall design; designs for new buildings should complement any existing, adjacent buildings in terms of massing, scale, facade elements and details.

Community Recreation Centers

The programmatic spaces and related square footage areas outlined in this section are general guidelines for space and area requirements for community facilities. Not all of the components described below are necessarily required for each project. Selection of program components and space requirements will be determined by each project's program and through the design review process.

1. Entrances

- a. Whenever more than one program is located in the same center, provide a common entrance that permits shared security;
- b. Provide a vestibule, with a glazed, double-door entrance and a glazed window-wall treatment;
- c. Keep secondary entrances/ exits to a minimum;
- d. Provide a service entrance at the rear of the building.

2. Lobbies

- a. Whenever more than one program is located in the same center, provide for a common lobby that permits connections between building components and shared operational activities;
- b. A reception desk near the entrance with security monitoring station;
- c. A waiting area for child pick-up and access to cloak room;
- d. A small, vending alcove near the new main lobby for soft drinks/ juice.

3. Multi-Purpose Room

Provide a Multi-Purpose Room to accommodate large community facility activities, such as meetings, receptions, and dining facilities, including:

- a. An elevated stage with steps at each side, complete with an audio-visual equipment and electrically-operated projection screen;
- b. A storage closet for tables and chairs audio-visual equipment, and coats;

- c. Provide furniture layouts and verify capacity of the Multi-Purpose Room for the following scenarios:
 - 1. Reception (Standing);
 - 2. Theater (Seating - with movable stacking chairs);
 - 3. Conference (Seating - with long tables);
 - 4. Dining (Round and long table options); and
 - 5. Dinner Dance (With and without head table).

4. Kitchen Requirements

- a. One kitchen complete with commercial grade equipment and a storage pantry (more than one kitchen maybe required to accommodate multiple programs,) including:
 - 1. Pot sinks with lever-operated drain installations;
 - 2. Hand sink with lever-operated faucet
 - 3. Grease traps properly sized;
- b. The following equipment, at a minimum (Note: Capacity increases in relation to program and facility size):
 - 1. One commercial oven, six grilles, and one large range;
 - 2. One commercial refrigerator;
 - 3. One large freezer;
 - 4. One dishwasher;
 - 5. One microwave
 - 6. One ice maker
- c. A direct connection between the Commercial Kitchen and the Multi-Purpose Room through a door and a serving counter.

5. Washroom Requirements - Provide the following washrooms for the entire building:

- a. Adult male and female washrooms; number of washrooms (i.e., toilets and sinks) shall meet the largest possible capacity for the facility per Code and program needs;
- b. Child-sized boys and girls washrooms; number of washrooms (i.e., toilets and sinks) shall meet the largest possible capacity for the facility per Code and program needs.

6. Administrative Office Requirements - Provide an Administrative Office Cluster for each prospective program, including:

- a. Administrative Offices: 120 SF each;
- b. Director's Office: 150 SF;

- c. Staff Lounge: 150 SF;
- d. Administrative Offices' Pantry Kitchen/ Lunchroom: 60 SF complete with a countertop, sink, wall and base cabinets, microwave, and refrigerator;
- e. Conference Room: 300 SF for large facilities with 12 or more staff persons.

7. Educational Spaces

a. Classrooms: Including:

- 1. Educational Classrooms: 550 SF each;
- 2. Flexible Classrooms: 650 SF each;
- 3. Storage: 65 SF for each Classroom, including special telephone storage closets, and compartmentalized storage for different user groups; and

b. Library:

Locate next to an exterior wall for natural light and include:

- 1. Reception area for a librarian;
- 2. Built-in bookshelves, seating, and study desks;
- 3. Computer stations.

8. Passive Recreation Rooms

a. A Games Room: Including:

- 1. An area equipped with tables and chairs and miscellaneous games such as billiards/pool tables;
- 2. A hard surfaced nook for general lounging and conversation;
- 4. Storage for chairs, tables, and games

b. An Arts and Crafts Room: A larger functional space that can be separated for two or more group activities, including:

- 1. A Ceramics area: 400 SF;
- 2. An Arts & Crafts area: 500 SF; and
- 3. Storage: 150 SF.

9. Active Recreation Spaces

a. A Gymnasium, including a stage, one full basketball court, and two half courts (half courts to be adaptable); and including the following requirements:

- 1. Minimum clear floor to ceiling height for gym shall be 22 feet; and
- 2. Locate trophy display cases in the center's lobby and prominent

- locations near the gym;
- 3. Equipment: Bleachers, auto-score clock; and
- 4. Storage for chairs and equipment;

- b. Locker Rooms/ Toilets: Locate adjacent to each other; and maintain privacy between the two rooms;
- c. A Recreation Administration Office: Provide view and connection with fitness room and gymnasium;
- d. An Aerobics/ Dance Room: At least 1600 SF of space; and
- e. A Small Exercise Room: 600 SF for low-impact aerobics and similar exercises, including:
 - 1. Floor mats and minimal equipment; and
 - 2. Storage for exercise equipment: 30 SF.

10. Performing Arts :

- a. An Auditorium/Black Box and Support Area: soundproofed for instructions;
- b. A Music Room: soundproofed for instructions;
- c. A Performance Room: Include a 25 SF projection booth; and
- d. Performance Storage: Locate next to Performance Room.

11. Outdoor Playground - Approximately 5,000 SF, including:

- a. A Community Garden;
- b. A Children's Playground:
 - 1. Provide separate play spaces based on age, with age-appropriate play equipment in each space, easily accessible from the interior; Maximize unobstructed open spaces for safety reasons and use vandal resistant equipment;
 - 2. Avoid concrete and steel surfaces; and
 - 3. Design according to four principles: physical, social, creative-/cognitive, and quiet retreat; and
 - 4. Utilize seven zones in the design: transition; manipulative/ creative; imaginative/ fantasy; focal/ social; dramatic/ social; physical; and natural element zones.

E. Child Care Centers

Any new or rehabilitated Child Care Center must comply with all design requirements as set out in the most current version of the PA Code Section 3270 for Child Development's Guidelines for Design of Child Care Centers.

F. Senior Centers

Include the following program components (Refer to the Office and Support Spaces, Kitchen, and Bathrooms Requirements sections for the functional and space needs for

these components) :

1. Dining Room: Approximately 1,000 SF; and
2. Recreational: Including a flexible Active/ Passive Room (for Dance/ Exercise/ Meetings/ Television) at 800 SF, with 50 SF of storage.

G. Commercial/Retail

1. Rehabilitation

- a. A uniform street facade treatment for commercial exteriors renovations;
- b. New entrance(s) and window treatments for storefronts, as appropriate for commercial lessees, and in keeping with the local neighborhood context;
- c. Specialties: Building signage system, coordinated with exterior materials and color schedule;
- d. Lighting of the building(s) exterior, signage, and all associated pedestrian and parking areas; and
- e. M/E/P: Rough-in only for separate systems for the commercial space(s) (retail tenants will be responsible for interior build-out).

2. New Construction

a. Facade Design:

1. Entrances and window treatments for storefronts in keeping with the local neighborhood context/ building design, as appropriate;
2. Special material treatment at intersection of facade base and ground sidewalk, and datum lines in facade treatment for human scale; continue treatment on side elevations;
3. A protective overhang with sufficient width to permit maximum weather protection over pedestrian walkway; and
4. Coordination of vertical spacing of cladding control joints with location of overhang structure supports, lighting fixtures placement, outdoors furniture, etc.
5. A service entrance at the rear or minor facade of the building, which includes a loading dock and refuse storage/ compactor facilities, as required;
6. Specialties and M/E/P requirements, as outlined above for rehabilitation projects.

VI. ARCHITECTURAL/STRUCTURAL STANDARDS

1. General

- a. All Architectural and Structural Design Work for the Development's building(s) shall be performed by Licensed Architects and Professional Engineers licensed in the State of Pennsylvania;
- b. All Architectural and Structural Engineering Design Work shall comply with the City Building Code, Fire Department and Life Safety Codes, DEP and PENNDOT requirements, ASHRAE, Accessibility, and Philadelphia Housing Authority Sustainable Product Specifications.
- c. Structural Design criteria must:
 1. Address floor vibrations, deflections, floor-to floor drift and water tightness;
 2. Provide for crack control and resistance to corrosion or to other aging factors;
 3. Eliminate detrimental effects or any anticipated settlement.
 4. Accommodate mechanical equipment and ductwork runs within plenum space; Soffits shall not be allowed.
- d. The building envelope shall be designed to:
 1. Optimize insulation of wall masonry/ roof construction techniques and limit infiltration in wall constructions;
 2. Use airlock entrances to reduce heat loss or gain;
 3. Prevent condensation of water vapor inside the building envelope: place moisture/ vapor barriers at appropriate locations within the wall/ roof assembly, in combination with thermal insulation;
 4. Reduce convective heat losses from unplanned airflow: seal between floors, stairwells, corridors, and elevator shafts to reduce stack effect; also, seal distribution plenums and ductwork; and plan air pressure relationships between rooms, as necessary;
 5. Reduce conductive heat losses: avoid thermal bridging through the exterior walls, roof, and floor detail and components;
 6. Use monolithic building systems and assemblies, versus smaller assembly parts; minimize the need for caulking and weather stripping.

2. Site

- a. The site, parking areas, and related exterior spaces and elements shall be in conformance with the City of Philadelphia building code, UFAS and related accessibility standards.
- b. The site development plan must address all surface water runoff problems particular to the site. Methods shall be developed to adequately handle all surface runoff and carry water to existing storm water drainage system in accordance with local, state, and federal codes. Stormwater management

plan must be done in accordance to PADEP, PWD, and other authorities' requirements. Provide drainage away from structures and sidewalks.

- c. Surface and subsurface drainage systems shall be provided, as appropriate, for collection and disposal of storm drainage and subsurface water. These systems shall provide for the safety and convenience of occupants and protection of the buildings and other improvements from water damage, flooding, and erosion. Sanitary and storm water can be combined if in accordance with local, state, federal codes and PADEP. Design of storm water management must be in accordance with requirements by Philadelphia Water Department (PWD) and Pennsylvania Department of Environmental Protections (PADEP).
- d. All erosion and sediment controls shall conform to the State of Pennsylvania requirements and all applicable Codes and Regulations.
- e. As part of the grading plan, the CM shall, in addition to the finish contours, indicate the spot elevations of the top of foundations, manhole covers, if any, and the tops and bottoms of sloped areas.
- f. Grading at perimeter of buildings shall provide positive drainage away from the buildings.
- g. Where storm drainage flow is concentrated, permanently maintainable facilities shall be provided to prevent erosion and other flooding damage on site and on adjacent properties.
- h. Geo-technical and environmental investigations shall be prepared by a Pennsylvania registered Geotechnical Engineer. The costs of such work shall be borne by the CM. The CM assumes full responsibility and liability for all sub-surface information, and PHA shall have no responsibility or liability for its accuracy. Provide 42" minimum depth below the grade to the bottom of the reinforced concrete spread footings. Provide a foundation undercut allowance for a depth of 6 feet below bottom of footing.
- i. Foundation Construction, excavating and backfilling shall be monitored on a full-time basis by a qualified soil technician under the direction of a Pennsylvania registered Geotechnical engineer to assure that proper soil stabilization, required foundation bearing capacity, and required fill compaction are achieved. All reports shall be submitted promptly to PHA. All costs associated with this service shall also be borne by the CM.
- j. All survey requirements before improvements must be ALTA certified for the overall development lot and individually. A registered land surveyor in the State of Pennsylvania shall perform the subdivision of lots. Prepare an ALTA survey of the proposed site conditions, including the consolidation and/or subdivision of lot lines. Provide, after improvements, an as-built "ALTA" survey and endorsement confirming conformance to the before improvement ALTA surveys.
- k. Classification of Excavated Materials:

1. Excavation work shall be performed on an unclassified basis.
2. No consideration will be given to the nature of materials encountered in building, trench or manhole excavating operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials of any kind, including rock, boulders, shale, timbers and logs, concrete or masonry and other man-made or natural obstructions.
3. Excess soils shall be removed per PA DEP regulations. If any soil is classified as hazardous per PA DEP definition, it shall be PHA's responsibility per Federal Regulation 40 CFR subpart C. All soils shall be removed in accordance with all applicable laws and regulations. PHA shall only be responsible for increased cost of excess soil disposal caused by contaminants in the soil.

1. **Fill Materials:**

1. **General:** Provide approved borrow soil materials from off-site when sufficient approved soil materials are not available from excavations. Approved borrow shall meet PA DEP regulations for environmental protection.
2. **Satisfactory Soil Materials:** ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.
3. **Sub-base and Base Material:** Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand meeting ASTM D2940; 95% passing at 1" sieve and not more than 8% passing at No.200 sieve.
4. **Bedding Material:** As required by City Codes and utility companies. If not specified by City Codes and utility companies, it shall consist of sub-base or base material with 100% passing a 1" sieve, and not more than 8% passing a No. 200 sieve.

3. **Concrete**

- a. All exterior porches, treads, driveways, parking areas, and walks shall be poured in place, air-entrained 4000 psi concrete. Pre-cast units are not acceptable. There shall be a minimum of four compacted inches (4") of crushed stone under all exterior concrete on grade, including sidewalks, driveways, and parking areas. Concrete shall be reinforced and be a minimum of four inches (4") for sidewalks and six inches (6") for driveways and parking areas.
- b. All required public sidewalks and streets shall be designed to City of Philadelphia's Department of Streets specifications, including catch basins, curb cuts, and handicap curb cuts as required by the City.
- c. Concrete Slab on grade: CMU perimeter foundation walls on reinforced concrete spread footing supported on imported compacted fill shall support

concrete slab on grade. Top of footing depth shall be at or below the frost line. The bottom of the footing shall in no case be less than forty-two inches below grade. Footings shall, in all cases, bear on soils of suitable bearing capacity.

- d. Top of concrete slabs shall be 5" above grade. Units shall be accessible via ramps with leveled landings at each end complying with UFAS requirements. Maximum ramp slope shall be less than 1:12 to eliminate the need for handrails.
- e. Either treated wood or termite shields and sill sealer with low VOC caulking shall be provided at all floor joints, foundations, and penetrations to prevent insect infiltration.
- f. Stairs. Front: Concrete stairs and landings with brick veneer walls Rear: Concrete stairs and landings. Include an intermediary landing. Grout railings into sleeves with non-shrink grout.

4. Masonry

5. Metals

- a. Stairs: Hot dipped galvanized, schedule 40 metal pipe with paint, SS Front: decorative stainless steel railing. Rear: Heavy gauge galvanized metal handrail.

6. Carpentry

- a. Fire-protected U.L. system framing shall be used and U.L. firewalls shall be constructed and/or fire safe with approved UL Systems as per City of Philadelphia Codes to prevent spread of fire from one unit to those adjoining.
- b. Floors above grade shall have prefabricated wood joists and exterior grade plywood subfloors.
- c. Interior stairs and landings shall be wood with finished wood railings
- d. Units shall have wood base and quarter round mouldings in all rooms except bathrooms.
- e. One Linen closet is required per unit.
- f. Kitchen cabinets shall be as specified in the PHA Standard Specification. (HUD severe use solid wood raised panel cabinet faces). Counter tops shall be high-pressure plastic laminate over exterior grade plywood, minimum thickness 1-1/2" with rolled front edge, 4" high integral back splash and end splashes. Cove base shall wrap the kitchen base cabinets for continuity.
- g. Counter tops shall be high-pressure plastic laminate over plywood; minimum thickness 1-1/2" with rolled front edge and integral 4" high cove back splash and end splashes
- h. Cabinetry and sinks for handicapped accessible units shall be in accordance with all UFAS and PHA requirements for 504 Accessibility, including approved cabinet handles.
- i. Windowsill heights shall be code compliant and at a height to avoid conflicts with kitchen countertops, bathroom fixtures, equipment, furniture,

staircases, etc.

7. Thermal and Moisture Protection

- a. Insulation shall be installed using the following minimum requirements: roofs R-42; walls and bays R-19; and floors R-19. Perimeter of foundations shall be insulated to a minimum of R-15 rigid insulation from bottom of slab to top of footing and 24" wide entire perimeter of slab. The overall "U" value of the exterior building envelope shall exceed the current IECC by at least 10% as verified by a REScheck certificate; REScheck trade-offs are not allowed. Design and details of Concrete slab edge, wall corners/intersection, overhang, window framing, and insulation shall conform to the Energy Star requirements.
- b. Insulate pipes with ½" thick insulation.
- c. Air sealing of the exterior building envelope and attic plane shall be included.
- d. Vapor barriers shall be provided for all interior slabs on grade unless noted otherwise. The thickness of these vapor barriers shall be determined based on the geotechnical subsurface investigation report.
- e. Provide spray applied, water based synthetic polymerized rubber waterproofing at below grade foundation walls. Protect with drainage boards.
- f. Provide waterproofing membrane around entrance door thresholds to prevent wood decay.
- g. Provide low VOC caulking at all openings, penetrations, joints or other locations as required by industry standards.
- h. Good sound construction practices shall be followed in all phases of construction such that all possible points of entry from water and air infiltration shall be sealed using long life caulking and sealants, such as polyurethane, at these points and between dissimilar materials such as brick-aluminum.

8. Windows and Doors

- a. Entrance doors shall be 3' 0" x 6' 8" 18 gauge, 1-3/4" insulated hollow metal with 16 gauge metal frame. All entrance doors shall have 1-1/2 pair butt hinges. Entrance doors shall be completely weather-stripped including sweeps, kickplates, and be provided with one (two for handicapped accessible units) 180-degree peephole(s), which permit those inside to view the exterior entrance area without being seen.
- b. Interior doors shall be pre-hung 6-panel solid core wood or fiber and hinged with a minimum of one (1-1/2) pair of butts per door. No bifold doors will be accepted. Provide a wall -mounted doorstop for each door.
- c. Pre-hung hinged solid core wood or fiber doors shall be provided on all closets.
- d. All clothes and coat closet doors shall have a minimum 32" clear passage.
- e. Access panels shall be provided for full access to all plumbing fixtures.
- f. Access panels shall be provided for full access to all plumbing fixtures,

- cleanouts and valves. Color shall match adjacent finished surfaces.
- g. Doors to mechanical rooms shall be single leaf, 3'-0" x 6'-8" with deadbolt locks.
 - h. Door Hardware:
 - i. Provide a doorstop and wall plate to protect wall at door knob for each interior door. Hinge stops shall not be accepted.
 - ii. All door hardware shall be lever style with accessibility compliant lever handles.
 - iii. All keys shall be Master Keyed. See Exhibit "A" for a sample master keying schedule.
 - i. Windows shall be vinyl, single hung, with tilting sash and half-height insect screens, weather stripping, ¾" sealed double-glazing with low-E coating, insulating glass, and full thermo-break separating interior and exterior of frame. Provide two (2) locks on all windows. Window openings shall meet City of Philadelphia building code egress requirements.
 - j. Windows shall meet Energy Star requirements.
 - k. Windows shall bear the Energy Star label.

9. Finishes

- a. Interior walls and ceilings in bathrooms and kitchens shall be painted with low VOC Latex Semi-gloss enamel paint.
- b. Interior walls in living rooms and bedrooms shall be painted with Low VOC satin Plasti-Kote paint
- c. Paint shall provide a durable washable finish to the extent of removing ordinary household stains.
- d. Paint shall provide 100% coverage, with no "show through".
- e. A minimum of one (1) prime coat and two (2) finish coats are required for all items.
- f. All colors shall be selected by PHA during the Design Phase.
- g. Interior wood trim and mouldings shall be finished with one (1) prime coat and two (2) finish coats of Low VOC semi-gloss paint.
- h. Wall paint colors shall include one for the ceiling, one for the walls in general, one for one accent wall in each room of every unit, management office and community room, and common spaces, and one for the trims.
- i. Kitchen, utility rooms, bathrooms, washer-dryer spaces, mechanical rooms, and common areas shall receive 1/8" thick heavy grade vinyl composition tile flooring, applied in accordance with the manufacturer's recommendations.
- j. Final color selections shall be made during the Design process.
- k. Stairs shall have rubber stair treads with bull nose and risers shall be painted to match flooring used in the living room.
- l. Commercial grade hard surface flooring.
- m. Closets flooring shall match floor of adjoining room.
- n. Roll-in showers shall have ceramic tile floor, full height shower walls extending 12" beyond shower on each side, and ceramic tile wainscot on the remainder of the wall surface.
- o. Bathtubs shall have 3 piece commercial grade plastic tub surrounds.

- p. Accessible units shall have clear vinyl corner guards at all in-folding wall corners and all interior doors to have kick plates on the push side of the door.
- r. All finishes selections shall be selected by PHA during Design Phase

10. Specialties

- a. Wire metal shelving with integral rod and center brace must be provided in each closet. Shelving and closet rods in handicapped accessible units shall be mounted at UFAS height and adjustable in accordance with PHA's design requirements.
- b. Address signs shall be located on exterior walls at all units. Address signs shall be metal finish letters on finished wood plaques.
- c. Furnish and install decorative painted metal wall mounted mailboxes.

11. Equipment

- a. All appliances shall bear the "Energy Star" label for appliances as per HUD Notice PIH 2010-41.
- b. All equipment including appliances, electrical, and mechanical equipment shall carry an extended warranty for labor and materials from the manufacturer for five (5) years.
- c. Ranges, range hoods, garbage disposal, and refrigerator shall be provided in the construction package. All equipment provided for the handicapped-accessible units shall be in compliance with UFAS and the PHA Accessible Products Technical Specification, and shall be subject to PHA approval.
- d. Ranges shall be 30" electric ranges equal to Magic Chef 31213XAW for standard units and self-cleaning ADA compliant GE JBP15JWW, or equal for accessible units.
- e. Range hoods shall contain integral light with exhaust fan ducted to the exterior and operated by push-button switch equal to GE Model JV332V (install switch in an approved accessible location in accessible units)
- f. Refrigerators shall be 18 cubic feet capacity. GE refrigerator Model #GTS18DBPWW. In accessible units, refrigerators shall comply with UFAS standards by providing a top freezer with 50% of the freezer compartment is below 54" A.F.F. equal to Maytag #MTF 1893AR. All refrigerators must comply with energy star label. Refrigerator doors shall open towards the adjacent counter.
- g. Provide an under-sink waste disposal in each kitchen equal to Insinkerator Badger, 0.5 HP operation
- h. Provide washer and dryer hook-ups in each residential unit not served by a common laundry.
- i. Dishwashers shall be provided at all home ownership units. Dishwasher model and size subject to PHA approval.

12. Furnishings

- a. Furnish and install 1 inch horizontal vinyl blinds on all windows. Provide extension rod at all accessible units as necessary.

VII MEP ENGINEERING STANDARDS

A. General

1. Codes and Standards
 - a. All MEP Design Work for the Development's building(s) shall be performed by Professional Engineers licensed in the State of Pennsylvania;
 - b. All M/E/P Engineering Design Work shall comply with the City of Philadelphia Building Code, the City Electrical, Fire Department and Life Safety Codes, DEP requirements, ASHRAE Standards, and Philadelphia Housing Authority Sustainable Product Specifications.
2. Coordination - The Mechanical Engineering design requirements shall take precedence over that of:
 - a. The Plumbing and Electrical Engineering as to location of systems, equipment and service lines;
 - b. The Structural Engineering design requirements.
3. BAS-SCADA:
 - a. 10% of the units shall be connected to the PHA BAS-SCADA system
4. The preferred utility combination for the project is:

Space heating - Natural Gas
Domestic Water Heating - Natural Gas or Solar with electric
back-up
Refrigeration - Electric
Cooking - Natural Gas
Sewage Disposal - Philadelphia Sewer System
Dryer- Natural Gas
Air Conditioner- Electric

Electric utility shall be separately metered at each unit and at the common areas. Each unit shall have separate gas, water and sewer services with individual meters for gas and water. The cost of these services shall be included in the CM GMP. The CM shall include provision to furnish and install electric range and hot water heater, and provide wiring for electric dryer.

B. Mechanical

1. General Requirements:
 - a. The development shall meet the Energy Star Standards by achieving a

Home Energy Rating System Score (HERS) Index necessary to achieve energy star rating. This HERS index shall be no greater than two (2) points above that needed for Energy Star rating. This will include computing a HERS score based on a review of the drawings and specifications, blower door testing, duct blaster testing, a thermal bypass checklist inspection, and HVAC design in accordance with ACCA Manuals D, J, N, Q, and S as applicable. Issuance of the actual Energy Star label is not required.

- b. Mechanical systems in all units and all common areas shall include high-efficiency (95% efficiency) furnaces, high-efficiency central air-conditioning, and High Efficiency domestic hot water heating and storage.
 - c. All supply and return ductwork at each floor shall be galvanized and built in accordance with SMACNA and not flex. Central air-conditioning shall be included as an integral part of the mechanical package and shall be minimum 14 SEER. Duct sealing and duct leakage shall meet all requirements of Energy Star Checklist as well as the International Mechanical Code (IMC) and applicable codes.
 - d. No ductwork shall be exposed and use of soffits shall not be accepted.
 - e. Thermostats shall be located to provide best space temperature reading and away from heat sources.
 - f. Selected equipment provided to satisfy the requirements of any Development shall be connected to PHA's Building Automation System. Provide all sensors (status, temperature, pressure, etc.) required to assure proper operation of installed systems. Define software –setpoints, acceptance criteria, logs, reports, etc. – to document operational trends.
2. Mechanical Code Compliance - Assessment: Prepare and submit a "Code Analysis" of all applicable Codes and standards, local laws, and regulatory agency requirements as they pertain to the provision of a complete mechanical system (e.g., HVAC and Fire Protection) for the Development.
3. Mechanical Systems Design Reports - Assessment: For large-scale Developments (i.e., containing two or more multi-family buildings, six stories or higher):
- a. Evaluation of Alternative Schemes:
 - 1. Analyze the advantages, disadvantages and operating costs for not less than three mechanical systems' schemes, including a recommended scheme;
 - 2. Consider mechanical systems that reduce the need for licensed operating personnel e.g., smaller units with multiple compressors, non-refrigerant type systems, low-pressure heating systems;
 - b. HVAC Systems Controls: Complete an analysis of operations and budgetary constraints before proposing the type of controls for HVAC systems;
 - c. Air-conditioning and Refrigeration: Prepare an "Air-Conditioning and Refrigeration Report" with recommendations to PHA, outlining:
 - 1. An analysis of refrigerant use that includes replacing or installing air

conditioning and refrigeration equipment, and includes the types of equipment, such as absorption equipment and alternate, environmentally friendly, refrigerants that are available to suit the specific Development;

2. Energy-efficient systems;
3. The range of equipment schemes to meet the Environmental Protection Agency laws and guidelines with respect to the use of chlorinated hydrocarbon refrigerants;
4. The requirements, restrictions, costs, advantages and disadvantages of each scheme;

d. Local Automatic Control Systems shall be Siemens, Johnson, or Honeywell

e. Controls shall be compatible with existing BAS SCADA system.

f. All systems shall be non-proprietary and open protocol Bac Net

g. Equipment Location: Recommend placement of the Fire Protection and HVAC equipment to ensure efficient and safe operating condition:

1. HVAC systems and equipment shall be integrated into the Architectural design for both exterior and interior locations;
2. All HVAC equipment shall be installed in such a way as to deter and protect equipment from vandalism.

4. Heating Systems

a. General Requirements- Multi-family Buildings:

1. Boiler selection shall be determined based on efficiency, quality of manufacturer, durability, ease of maintenance, and the available physical space conditions of the plan layout and case of operation;
2. Analyze zone requirements based on exposure and occupancy; Analyze standard or modular type boilers, depending on the building use, initial costs and operating costs;
3. Analyze the feasibility of providing dual fuel burners (oil and gas) for all new boiler equipment, including interruptible gas/ oil advantages, where directed by PHA;
4. Analyze the use of geo-thermal and heat pump systems as an alternative heating and cooling system; where directed by PHA.
5. Fully coordinate requirements before final selection.

b. General Requirements- Detached/Semi-detached/Row Buildings: & multi-family.

1. Heating shall be gas fired, electronic ignition forced warm air furnace with an AFUE efficiency of 95% manufactured by Trane, Carrier or York or approved equal. Furnaces shall be located on the

first floor.

2. Design of the Development is to exceed building envelop “U Overall” standards of Chapter 5 of the International Environmental Conservation Code by 10% or greater.

c. Heat Distribution System - Multi-family Buildings:

1. In general, for buildings 6 or more stories high, provide a zoned, two-pipe, forced hot water heating system, with each zone having a separate circulating pump or other means of providing independent zone control;
2. Provide stand-by pumping capacity as follows:
 - a. Installations requiring 100% plant capacity redundancy shall be designed so that the plant capacity will remain 100% in case of the loss of one unit;
 - b. For installations of two boilers or two chillers, each piece of equipment shall have a minimum capacity of 66% of the total required load;
 - c. Where three boilers or chillers are designed, each piece of equipment shall have a minimum capacity of 50% of the total required load;
 - d. For modular boiler installations of four or more units, the total capacity shall equal 100% of the total required load;

d. Oil Storage (when applicable):

1. Oil storage capacity for emergency generators will be reviewed and approved by PHA;
2. Designs for buried fuel tanks and related ancillary equipment, such as piping and cathodic protection, shall be based on the manufacturer's data for either double-wall steel tanks or double-wall fiberglass tanks, and include spill and overflow protection, fuel level annunciation with necessary alarm system. Avoid underground tank installations.

5. Ventilation Systems

- a. Bathroom and kitchen fans and clothes dryers where provided shall be vented directly to the outdoors.
- b. Separately switched exhaust fans shall be provided in bathrooms complete with ductwork, back draft dampers and end caps exhausting through exterior walls or roof and designed not to require booster fans.
- c. Bathroom exhaust fans shall be operated with an occupancy sensor and timer and shall bear Energy Star label.
- d. The minimum outside ventilation air quantities shall be according to

ASHRAE Standard 62, latest revision and IMC;

- e. Where outside air quantities exceed Code requirements, provide a "Differential Cost Analysis";
- f. To determine air quantities during the Schematic Design, clearly identify the impact on heating and cooling loads, construction costs and operating costs of conforming to ASHRAE recommendations and IMC requirements.

6. Air-Conditioning Systems

- a. For senior housing Developments, provide a central air-conditioning system or through-wall, packaged-terminal air-conditioners;
- b. For detached/semi-detached/row Central Air Conditioning shall be as manufactured by Trane, Carrier or York or approved equal with a SEER of 14 minimum. All ductwork shall meet SMACNA standards for residential units. Both heating and air conditioning units shall be the same manufacturer;
- c. Provide for proper outside air requirements based on occupancy and Ventilation Index in compliance with applicable codes, standards, and regulations.

7. Equipment Capacities - All equipment capacities and redundancies for heating systems, the air-conditioning plant and equipment, and all other major systems shall be reviewed during the Schematic Design and the Design Development phases, and must be approved by PHA prior to proceeding with the Final Design phase.

8. Elevator Systems - Utilize variable voltage traction machinery for the elevator service. All elevators shall travel at a minimum velocity of 300 fpm unless directed otherwise by PHA. Elevators shall be non-proprietary and compatible with PHA standard specifications.

9. Other Mechanical Design Requirements

a. Emergency Generator:

- 1. Generators shall preferably be installed in an accessible outdoor location with vandal resistant barrier.
- 2. When an emergency generator is installed indoors, provide an unrestricted direct ductwork for discharge air to outdoors and sufficient outside air for ventilation and combustion purpose;
- 3. Generators with self-contained PA DEP-approved oil tanks shall be considered and analyzed; tank capacity shall provide for 12 hours of full load operations;
- 4. The fuel supply system shall include an electric transfer pump, an emergency hand pump, a day tank and an alarm activated by high and low fuel level switches in the day tank;
- 4. The engine room ventilation system shall provide sufficient air for engine cooling and combustion;
- 5. The ventilation system shall include motorized dampers and a thermostatically controlled bypass for engine room temperature

- control;
- b. Louvers:
 - 1. Provide, where applicable, door louvers or a door undercut for each room being exhausted or ventilated;
 - 2. Use a door undercut for less than 75 CFM and a door louver for 75 CFM or greater;
 - 3. Show the net free area of all louvers' designations;
 - 4. Position all exterior louvers, including outdoor air intake louvers and fan discharge louvers, to deter potential vandalism;
 - 5. Air velocity through door louvers shall be less than 340 fpm.
 - c. Exhaust Fans:
 - 1. Provide sufficient make up air sources for each exhaust fan, taking into account normal air infiltration.
 - 2. Separately switched exhaust fans shall be provided in bathrooms complete with ductwork, back-draft dampers and end caps exhausting through exterior walls (Penn Ventilator ZEPHR or equal).
 - 3. Exhaust for dryer at single family units: the use of a booster fan is not acceptable.
 - d. Equipment Schedules:
 - 1. Heating Schedules shall include active length and capacity of radiation;
 - 2. Equipment Schedules shall show motor horsepower, voltage, phase, frequency, manufacturer, model number and Material Equipment Acceptance number, where required;
 - 3. All motors shall be of the high-efficiency type.

C. **Plumbing**

- 1. Plumbing Code Compliance
Prepare and submit a "Code Analysis" of all applicable and standards, local laws, and regulatory agency requirements as they pertain to the provision of a complete Plumbing System for the Development.
- 2. Sanitary and Storm Drainage Systems
 - a. Determine availability of public utilities;
 - b. Provide calculations for storm water runoff and sanitary waste;
 - c. Design separate sanitary and storm drainage systems unless a combination sewer system exists;
 - d. Design each system to connect to its respective street system; for new street sewer connections, file and obtain approval with DEP;

- e. Design and specify duplex sewage ejectors for those fixtures that cannot drain by gravity.
- f. All interior Drain Waste Vent (DWV) piping shall be cast iron except where PVC is permitted per code.

3. Water Systems

- a. Provide duplex pressure booster systems when required to maintain minimum 20-25 PSI at top floor fixtures, where street pressure is inadequate;
- b. Hot water shall be delivered at 120 Degrees Fahrenheit; provide thermostatically-controlled mixing valves for lavatory and shower and bath systems, which shall be pressure balanced with temperature limits and integral steps;
- c. Provide pressure regulators to limit pressures at fixtures to less than 80 PSI.
- d. Water piping shall be copper. PEX where permitted by code. Insulation on hot water piping shall be ½ inch.
- e. Plumbing may be placed in firewalls only where the wall construction provides a minimum of 2 hr. fire resistance rating on each side of the ducts or plumbing. Penetrations through floor slabs and firewalls shall be sealed per City of Philadelphia Fire Code
- f. Single family unit domestic hot water tank shall be or electric water heaters, AO Smith or approved equal. At a minimum there shall be a 30-gallon for 1-and 2-bedroom units and 40 gallon for 3- bedroom and 50 gallon for 4-bedroom units. Provide drainable auxiliary pan
- g. Provide connections for resident-provided washing machines and natural gas dryers, as well as a provision for electric dryers by installing a single pole 125V 20Amp outlet powered by a 20amp single pole breaker fed with 10/3 Romex wiring. Installation shall include all necessary drains and exhausts, which shall meet all code and manufacturer requirements. Washer drain hook-up for washers shall be Simmons or approved equal.
- g. Provide backflow preventers and anti-syphon means as required by code.
- h. Individual gas and water shut off valves shall be provided for each unit, at each fixture location according to Code.
- i. Install washer drainable auxiliary pans on floors above grade level.

4. Sprinkler Service Line and Standpipe Systems

- a. Provide a complete, Code-compliant Fire Protection System compatible and coordinated with each architectural and mechanical design scheme including, but not limited to, standpipe, sprinklers, Siamese connections, pumps, water supplies, water reserve, emergency power, smoke purge, equipment shutdown, and smoke detection systems.
- b. Design and specify connections, fixtures and accessories, coordinating all toilet room accessories with the Architect; and Specify piping and piping accessories.

- c. Design and specify fire protection systems based on the "Hydrant Flow Test Report";
- d. Provide water service up to and including the double detector check valve for sprinkler systems and combined sprinkler/standpipe systems.

5. Gas Supply

- a. Determine street pressure availability and specify requirements for gas boosters, or pressure reducing valves, with the utility company, if necessary;
- b. Design and specify a complete gas supply system, including metering, regulators, vents, etc.

D. Electrical

1. Electrical Code Compliance

Prepare and submit a "Code Analysis" of all applicable Codes and standards, local laws, and regulatory agency requirements as they pertain to the provision of a complete electrical system for the Development.

2. Power Distribution Analysis

Produce a cost-benefit analysis of "load shedding"; associate costs with equipment and wiring and benefits with reduced energy demand.

3. Power Distribution Design Requirements:

- a. Design a complete Power Distribution System;
- b. Fuses and circuit breakers shall be coordinated for selective tripping and selected for the interrupting capacity required;
- c. Pre-wire all Units, and Shared Common Spaces (e.g., Management Office, Boiler Room, and the like).
- d. Provide a minimum of 200 amp indoor load center with main disconnect at each unit. Circuitry and wiring shall be in accordance with NEC.
- e. Digital accessibility shall be provided by installing three distinct wiring networks to each unit, as follows: a separate dedicated CAT 6e (or better) telephone line, a CAT 6e (or better) internet access line routed from a central distribution point or a development-wide wireless network, and digital capable cable television wiring routed from a central location. Phone, internet, and cable outlets shall to be provided in each bedroom, kitchen, and living room. Each unit shall therefore provide three distinct communications networks, one for telephone, one for cable television, and one for Internet service. Residents must be able to connect to the Internet independently of the development network.
- f. Each unit shall be equipped with smoke detectors that operate from the structure's electrical circuit with battery backup. The number and locations shall comply with the Philadelphia Code and NFPA. The smoke detectors shall be of a type, which accepts the addition of visual feature for hearing-impaired persons. Detectors shall have the provision for wiring

interconnection and shall be connected for annunciation of all other detectors within the residence. One (1) smoke detector on each floor shall be a combination CO detector.

- g. Interior electric light fixtures shall be Energy Star type. Light fixtures shall be installed in the ceilings of dining areas, kitchens, bathrooms, and bedrooms. Wall fixtures shall also be installed in bathrooms.
- h. All light bulbs shall be compact fluorescent. In commercial space compact fluorescent or LED shall be installed.
- i. .
- j. Lights shall be installed in the kitchen over the kitchen island where applicable.
- k. Light fixtures shall bear the Energy Star Label.
- l. Power to electric dryers shall be a single pole 125V 20Amp outlet powered by a 20amp single pole breaker fed with 10/3 Romex wiring.
- m. Site lighting, parking area and park area, shall be pole mounted high-pressure sodium, 250 watts, controlled by photo sensors. Parking lot lighting level shall be a minimum of 5 foot candles.
- n. Street side lighting shall meet Department of Streets' requirements.
- o. Provide Photocell lighting for security at the rear of units in addition to the rear door unit exterior light.
- p. Pedestrian walkway light level shall be 0.5 foot candles minimum.
- q. Provide photometric plan for all exterior lighting.

4. Outlet Design Requirements

- a. Locate all convenience outlets above baseboard detail, in accordance with ANSI accessibility criteria, approximately 1' -6" above finished floors;
- b. All fixture outlets shall be marked with the fixture type and control point.
- c. Metal conduit-protected wiring shall be installed in firewalls. Electrical outlets shall not be installed back-to-back in fire rated partitions and walls.

5. Harmonic Filters and Surge Suppressors

- a. Provide stand-alone transient voltage surge suppression devices with high frequency noise filtering for panel boards serving computers and other sensitive electronic equipment;
- b. Where significant nonlinear loads are present, passive harmonic mitigation devices shall be installed on transformer secondary;
- c. If required, panel boards shall have built-in surge suppressor equipment.

6. Emergency Systems Design Requirements

- a. Design Emergency Lighting and Power Systems;
- b. Submit a detailed summary of the load showing the largest size motor;
- c. Show grounding for the emergency generator;
- d. Decide whether a separately derived grounding system will be used;
- e. Batteries shall be installed in a temperature-controlled environment.

7. Fire Alarm System Design Requirements

- a. The Fire Alarm System shall be the addressable type for both multi-family buildings housing 40 or more Units and community facilities;

- b. The Fire Alarm System must be coordinated with the Mechanical Fire Protection System(s);
 - c. Provide contacts for future tie-in to central station for multi-family housing of 40 or more Units and for community facilities.
8. Fire Protection and Fire Detection:
- a. Each unit shall be equipped with smoke detectors that operate from the structure's electrical circuit. The number and locations shall comply with applicable codes. The smoke detector system shall accept the addition of features for visual and hearing- impaired persons. If gas appliances are being used, a combination smoke and CO detector shall be used;
 - b. Provide fire alarm systems as required. Fire alarm systems shall comply with the Philadelphia Fire Code, NFPA, and all other applicable codes. The systems shall be of addressable/non-addressable type as elected by PHA;
 - c. The visual and hearing impaired units shall include horn & strobe smoke/fire alarms, outlets for bed shakers, and audible/visible doorbells;
 - d. All commercial, management offices, community room, and residential units shall have a sprinkler system installed in compliance with the International Building Code (IBC), International Residential Code (IRS), NFPA, and City of Philadelphia Building and Fire Codes;
 - e. Cross connections (double check valves) between potable water supply system and sprinkler water system shall not be permitted;
 - f. The systems, where needed, shall be supported by natural gas or diesel engine powered by fire pumps. The pumps shall have reliable fuel supply for duration as required by Code.
9. Comprehensive Security and Related Systems - For large-scale Developments (i.e., containing two or more multi-family buildings), provide an integrated security system that links the various components listed below:
- a. Television outlets (Cable/Master);
 - b. Telephone/ Data outlets;
 - c. Intercom System (Link with TV system/telephone);
 - d. Door Entry System (Card);
 - e. Smoke Detector (Link with Fire Central Station - off-site); and
 - f. Elevator Recall System.
 - g. Cameras connected to a DVR and 32" monitor. Security system shall be tied into PHA Police command center. Security system shall be HID compatible C-Cure 9000 and OOSNI. Security and burglar alarm systems shall be addressable to a PHA remote location.

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**U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
 OFFICE OF FAIR HOUSING & EQUAL OPPORTUNITY
 UFAS ACCESSIBILITY CHECKLIST**

NOTE:

1. This checklist is to be used in conjunction with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. § 40, Appendix A. (www.access-board.gov/ufas/ufas.pdf)
2. This checklist is intended for accessibility reviews of properties owned, operated and/or managed by recipients of Federal financial assistance. See Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; 24 C.F.R. Part 8. However, the properties may also be subject to the Fair Housing Act (42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100); and/or the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*)
3. This checklist is not all-inclusive. Please make additions, as necessary, depending on elements reviewed at each site. Reviewer is responsible for verification of each UFAS citation; all UFAS cites [including scoping requirements] for a particular element may not be referenced on this checklist.

Required Equipment: Tape Measure; Smart Level; Door Pressure Gauge; Camera

Photographs:

1. If element is compliant, then photograph area.
2. If element is not compliant, then photograph the area and zoom in to photograph the measurements

Exterior and Interior Common Use Elements:

	Page		Page
Accessible Parking	2	Clothes Lines, Picnic Areas, Play Equipment, Other	29 – 30
Accessible Route	3 – 5	Misc: Community Kitchen; Telephones; Assistive Listening System	31 – 32
Ramps	6		
Signage	7	<u>Dwelling Unit:</u>	
Doors	8 – 9	Entrance	33 – 34
Public Offices, Mtg. Rms/Rec/Community Rm., Etc.	10 – 15	Accessible Route	34
Public Restrooms	16 – 20	Bedrooms	35 – 36
Elevators/Platform Lift	21 – 22	Outdoor Spaces	36 – 37
Drinking Fountains/Water Coolers	23	Bathroom	38 – 43
Mailboxes	24	Kitchen	44 – 45
Laundry Facilities	25 – 26	Washer/Dryer, Utility Room	45
Dumpsters and Trash Chutes	27 – 28	Other Controls	46

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ACCESSIBLE PARKING:			
	NOTE: Photograph building sign before starting the survey.			
	Accessible Parking Location:			
4.6.1; 4.1.1(5)(d)	1. Where parking is provided for all residents , is there one accessible space for each accessible dwelling unit? 2. For all Other Parking : a. Count and record the total number of spaces. b. Record the number of designated accessible parking spaces.	_____ _____ _____ _____		
4.6.2;	Is designated accessible parking spaces the closest parking to the nearest accessible entrance, on an accessible route?			
4.6.3; Fig. 9;	(Measure from centerline of marking to centerline of marking) 1. Is parking space at least 96" wide ? 2. Is access aisle the full length of the parking space and at least 60" wide ? 3. If there is no access aisle , is the parking space at least 156" wide ?	_____ _____ _____ _____		
4.6.3;	Is the slope and cross-slope of parking space & access aisle no more than 2% in all directions?			
4.6.4; 4.30.5; 4.1.1(7);	Does each designated accessible parking space have a sign with the International Symbol of Accessibility mounted at least 60" above the space to the bottom of the signage?	_____ _____		
4.6.3; 4.5.1; 4.3.6;	Surface is firm, stable and slip-resistant?			
4.3.3	Can legally parked vehicles block access to the curb ramp?			

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	ACCESSIBLE ROUTE:			
4.3.2(1)	Accessible Route Location: From public street? From parking? From bus stop on site? From another common use facility on site such as a community center, clothes line poles, dumpsters, mail boxes, laundries, playground, or park?	_____ _____ _____ _____		
4.5.2	Is a curb ramp needed but not provided?			
4.7.2; 4.8.2; 4.8.6; 4.7.3; 4.7.4; 4.5.1; 4.7.5; Figs. 12 & 13	Curb Ramps: 1. Slope does not exceed 8.33%? 2. Cross slope no more than 2%? 3. Gutter slope no more than 5% in the opposite direction? 4. Is the transition between gutter and curb ramp smooth ? 5. At least 36" wide , excluding flared sides? 6. Surface is firm, stable and slip-resistant? 7. If the sides of curb ramp are not blocked, are there flared sides with slopes no more than 10%?	_____ _____ _____ _____ _____ _____ _____		
4.3.3	Can legally parked vehicles block access to the curb ramp?			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	1. Minimum clear width at least 36" (width may be reduced to 32" for a length of no more than 24")? 2. Can legally parked cars overhang the path such that the accessible route is less the 36" wide?	_____ _____		
4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between ¼" – ½" shall be beveled ? 3. Changes in level greater than ½" shall be ramped?	_____ _____		
4.3.7;	Slope of accessible ramp is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			

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	ACCESSIBLE ROUTE:			
4.3.7;	Cross-slope is no more than 2%?			
4.5.4; Fig. 8(g) & (h)	Openings in Grates are no more than 1/2" in the direction of travel?	_____ _____		
4.5.2	Must stairs be used as part of the accessible route? (" Yes " is a <i>barrier</i> .)			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: (<i>can be fire extinguishers, underside of stairs, signs, shelves, cabinets, tree branches, etc.</i>) 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? (" Yes " is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path? 3. If post mounted , is the leading edge more than 27" above the floor and projects more than 12" into the circulation path?	_____ _____ _____ _____ _____ _____		
4.1.2(12); 4.27	Controls: (<i>Can be found on rent drop boxes, light switches, dumpsters, trash chutes, fire alarms, intercoms, fixed vending machines, etc.</i>) 1. Does each have a clear floor space of 30" x 48"? a. _____ b. _____ c. _____ 2. Is the Highest and Lowest Operable Part within reach? (identify the approach): a. Forward approach (Fig. 5(a)): 15" to 48". b. Side approach (Fig. 6(b)): 9" to 54". c. Forward approach over an obstruction less than 20" deep (Fig. 5(b)): no higher than 48" . d. Forward approach over an obstruction 20" to 25" deep (Fig. 5(b)): no higher than 44" . e. Side reach over an obstruction no more than 10" deep (Fig. 6(b)): no higher than 54" . f. Side reach over an obstruction 10" to 24" deep (Fig. 6(c)): no higher than 46" . 3. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	RAMPS:			
	Ramp Location:			
4.8.3;	Ramp is at least 36" wide between handrails?			
4.8.2;	Slope is no more than 8.33% ?			
4.8.6;	Cross-slope (slope of ramp that is perpendicular to the direction of travel) is no more than 2% ?			
4.8.6; 4.5.1;	Ramp surface is firm, stable and slip-resistant?			
4.8.4;	Landings: Ramps must have landings at the top and bottom, at turns, and must have intermediate landings whenever the rise is more than 30". (A 30-foot ramp sloping at 8.33% has a 30-inch rise.) 1. Slopes no more than 2% ? 2. At least as wide as ramp and at least 60" long ? 3. If ramps change direction at landings, is the landing at least 60" x 60" ?	_____ _____ _____ _____		
4.8.5; 4.8.7; Fig. 17	1. If ramp is longer than 72" , then are handrails provided on both sides? 2. If ramp or landings have drop-offs , are there curbs, walls, railings or projecting surfaces that prevent people from slipping off? 3. If a curb is provided, is it at least 2" high ?	_____ _____ _____		
4.8.8;	Can water accumulate on walking surface?			
4.26.2; 4.8.5(2), (3), (5), & (6);	Handrails: 1. Diameter of gripping surface between 1 1/4" to 1 1/2" ? 2. Clear space between the handrail and the wall shall be 1 1/2" exactly ? 3. If handrails are not continuous , do they extend at least 12" beyond the top and bottom of each segment? 4. Ends of handrails are either rounded or returned smoothly to the floor, wall or post? 5. Top of handrail gripping surface shall be mounted between 30" and 34" above the ramp surfaces?	_____ _____ _____ _____ _____ _____		

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	ENTRANCE TO FACILITY:			
	Location:			
4.1.1(7); 4.30.5	Entrance Signage: If not all common use entrances are accessible: 1. If this is the accessible entrance , is it identified by an International Symbol of Accessibility?			
	INTERIOR SIGNS:			
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey Signage designating permanent rooms and spaces (including exit signs at doors, elevators, restrooms, room numbers, and interior apartment numbers): 1. Does the text contrast with the background? 2. Is the text raised or incised? 3. Are the characters at least 5/8" but no more than 2" tall ? 4. Is the sign mounted to the latch side of the door ? 5. Is the centerline of the sign mounted between 54" and 66" above the floor?	_____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DOORS AND GATES:			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	Sliding Doors (Choose one for each side) 1. Approaching the door head-on (Fig. 25(d)): Is the depth at least 48" ? 2. Approaching the slide side of the door (Fig. 25(e)): Is there at least 18" to the slide side ? Is the depth at least 42" ? 3. Approaching the latch side of the door (Fig. 25(f)): Is there at least 24" to the latch side ? Is the depth at least 42" ?	_____ _____ _____ _____		
4.13.7; Fig. 26	Two Doors in a Series (Vestibule): Between the doors, is there at least 48" beyond the swing of the doors?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. For exterior sliding doors, the threshold is no higher than 3/4" ? 2. For all other doors, the threshold is no higher than 3/4" (1/2" in New Construction)? 3. Is the threshold beveled ?	_____ _____ _____		

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	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path? 3. If post mounted , is the leading edge more than 27" above the floor and projects more than 12" into the circulation path?	_____ _____ _____ _____ _____		
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	_____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	PUBLIC OFFICES/MTG ROOMS/REC. ROOMS/LOBBIES, ETC.:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	<hr/> <hr/>		
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36" above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34" ?	<hr/> <hr/> <hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #2			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation). 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (Fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (Fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (Fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32"? (Measured from the door face to the opposite stop when the door is open 90°.) (At double doors, measure using only one door.)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	_____ _____		
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36" above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34" ?	_____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	OFFICE/MEETING ROOM/REC ROOM #3			
	Location of Public Offices, Etc.:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.4.1; 4.4.2; Fig. 8(a); Fig. 8(b);	Protruding Objects: 1. Does a telephone, sign, shelf, or other object project more than 4" into the circulation path and have the leading edge begin more than 27" and less than 80" above the floor? ("Yes" is a violation.) 2. Do pipes, signs, or other objects hang from above to less than 80" above the circulation path?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
	Door:			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (fig. 25(c): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32”? <i>(Measured from the door face to the opposite stop when the door is open 90°.)</i> <i>(At double doors, measure using only one door.)</i>			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48” above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4” (1/2” in New Construction)? 2. Is the threshold beveled?	_____ _____		
7.2; 4.32.4;	Business/Transactional Counter: If the counter is more than 36” above the floor: 1. Is there an auxiliary counter (in close proximity to the main counter), or a portion of the main counter, that is no higher than 34”?	_____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments		N/C Finding *	Picture No. **
		WOMEN	MEN		
	PUBLIC RESTROOMS:				
	Public Restroom Location:				
4.22.1; 4.1.2(10); 4.1.6(4)(e)	If public restrooms are provided, is at least one (1) accessible and on an accessible route (All restrooms if New Construction)?				
4.1.1(7); 4.30.5	Sign: Is it identified by an International Symbol of Accessibility?				
4.1.2(15); 4.30.4; 4.30.3; 4.30.6;	Survey Signage designating permanent rooms and spaces (including exit signs at doors, elevators, restrooms and room numbers): 1. Does the text contrast with the background? 2. Is the text raised or incised? 3. Are characters at least 5/8" but no more than 2" tall ? 4. Is the sign mounted to the latch side of the door ? 5. Is the sign mounted between 54" and 66" above the floor?	_____ _____ _____ _____	_____ _____ _____ _____		
	Doors:				
4.13.6	Maneuvering Space: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)				
4.13.6	The maneuvering space slopes no more than 2% in either direction?				
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" (54" if the door has a closer)?	_____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments		N/C Finding *	Picture No. **
		WOMEN	MEN		
	PUBLIC RESTROOMS:				
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>			
4.13.7; Fig. 26	Two Doors in a Series (Vestibule): Between the doors, is there at least 48" beyond the swing of the doors?				
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)				
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)	<hr/>			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	<hr/> <hr/> <hr/> <hr/>			
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	<hr/> <hr/>			
4.18.2; 4.18.3; 4.18.4;	Urinals: 1. Elongated rim no more than 17" above the floor? 2. Clear floor space is at least 30" x 48" ? 3. Flush control is automatic or no more than 44" above the floor?	<hr/> <hr/> <hr/>			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
	Elevator/Platform Lift Location: <i>(Survey all elevator cars)</i>			
4.10.1; 4.3.3; 4.4.1; Fig. 7; Fig. 8(e)	Is the minimum clear width of the accessible route to the elevators at least 36” wide, with no steps (width may be reduced to 32” for a length of no more than 24”)?			
4.10.3; Fig. 20;	Hall Call Buttons (outside elevators): 1. Centered at 42” above the floor? 2. Have visual signals to indicate when each call is registered and when each call is answered? 3. Not less than ¾” in diameter? 4. Buttons are raised or flush?	_____ _____ _____ _____		
4.10.4; Fig. 20;	Hall Lanterns (outside elevators): 1. Above each elevator door is there a visible and audible signal that indicates which car is answering a call? (Can be in-car lanterns if they are visible from the vicinity of the hall call buttons when the doors open.) 2. Do audible signals sound once for the “up” and twice for the “down” or have verbal annunciators? 3. Visible signals: a. Centerline is at least 72” above the lobby floor? b. Elements at least 2 ½” tall?	_____ _____ _____ _____ _____ _____ _____ _____		
4.10.5; 4.30; Fig. 20;	Raised Characters on Hoistway Entrances: 1. Provided on both jambs ? 2. Centerline mounted 60” exactly above the floor ? 3. The characters at least 2” high ?	_____ _____		
4.10.6;	Door Protective & Reopening Device: 1. Door reopens when obstructed without requiring contact ? 2. While obstructed and without contact, door stays open at least 20 seconds ?	_____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	ELEVATOR/PLATFORM LIFT:			
4.10.2	Does the car self-level to within 1/2" ?			
4.10.9; Fig. 22	Floor Plan of Elevator Cars (Choose only one): 1. If door is centered , is the car at least 51" deep and 80" wide (<i>measured from panel to panel</i>)? 2. If door is to one side , is the car at least 51" deep and 68" wide (<i>measured from panel to panel</i>)? 3. If elevator cars are existing (installed before July 11, 1988) and do not comply with either of the questions above, is car at least 48" by 48" ?	<hr/> <hr/> <hr/> <hr/>		
4.10.12; 4.30; Fig. 23(a)&(b)	Car Controls (Inside Elevator): 1. All floor buttons are no higher than 48" ? 2. Smallest dimension is at least 3/4" ? 3. Buttons are raised or flush ? 4. All buttons have a raised character/symbols mounted to the left of the button ? 5. Raised star to the left of the main floor button? 6. Do floor buttons alight when pushed and stay lit until the call is answered?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.10.12(3); Figs. 23(a) & (b)	Emergency Controls (Inside Elevator): Controls, including the emergency alarm and emergency stop, are grouped at the bottom of the panel with centerlines no less than 35" above the floor (Figs. 23(a) and (b))?	<hr/> <hr/> <hr/>		
4.10.13;	Car Position Indicators (Inside Elevator): Is it visual and mounted above the car control panel or over the door?	<hr/>		
4.10.14; 4.30; 4.27;	Elevators – Emergency Communications: If a two-way communication system is provided: 1. Mounted between 15" and 48" above the floor? 2. Characters and symbols are raised or incised and at least 5/8" tall? 3. If there is a handset, is the cord at least 29" long? 4. Controls operable with one hand without tight grasping or twisting? 5. Does not require voice communication?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.11; 4.11.2; 4.2.4; 4.11.3;	PLATFORM LIFTS: 1. Is platform at least 48" deep and 36" wide? 2. Can one enter and exit without assistance ? (Is it on an accessible route, have compliant maneuvering space at the doors, and have compliant door hardware?)	<hr/> <hr/> <hr/>		

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DRINKING FOUNTAINS/WATER COOLERS:				
Drinking Fountain Location:				
4.15.5(2); 4.15.5(5); Fig. 27;	1. If free-standing or built-in, is there a 30" x 48" clear floor space for a parallel approach? 2. If wall- and post-mounted: a. Knee clearance at least 27" high? b. 30" by 48" clear floor space for a forward approach? c. Clear floor space extends 17" to 19" under the drinking fountain?	_____ _____ _____ _____ _____		
4.15.2; 4.15.3;	Spout: 1. Is no more than 36" above the floor? 2. Near front? 3. Water flow height is at least 4"?	_____ _____		
4.15.4; 4.27.4;	Controls: 1. Mounted on the front or on the side near the front? 2. Operable with one hand and does not require tight grasping, pinching, or twisting of the wrist?	_____ _____		
4.4.1; Fig. 8(a); Fig. 8(b);	Protruding Object: Is leading edge of the drinking fountain more than 27" above the floor and projects more than 4" into the circulation path? ("Yes" is a violation.)	_____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MAILBOXES:			
	Mailbox Location:			
	NOTE: Residents with disabilities can request the U.S. Postal Service to accommodate their disability by assigning them a mailbox on the bottom row.			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the minimum clear width of the accessible route to the mailboxes at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.2; 4.1; 4.2.5; 4.2.6; 4.2.4	<ol style="list-style-type: none"> 1. Clear floor space at least 30" wide x 48" deep? <i>(Survey the boxes for the accessible unit. For more reach range options, see "Controls" on page 4.)</i> 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor? 	<hr/> <hr/> <hr/> <hr/>		
4.27.4;	Is it operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	LAUNDRY FACILITIES:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" (48" if the door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)	_____		
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)	_____		
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	_____ _____		
4.34.7.2;	Minimum of 1 front-loading washer and dryer?			
4.2.5; 4.2.6	1. Clear floor space at least 30" wide x 48" deep? (<i>For more reach range options, see "Controls" on page 4.</i>) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?	_____ _____ _____		
4.27.4; 4.34.7.3;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			
4.1.2(17); 4.32.3; 4.32.4	Fixed or built-in tables and work surfaces: 1. Top is between 28" and 34" above the floor? 2. Clear floor space is 30" by 48" that extends 19" under the table or work surface? 3. Knee space is at least 27" high?	_____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DUMPSTERS AND TRASH CHUTES:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 42" (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction) ? 2. Is the threshold beveled ?	_____ _____		
4.2.5; 4.2.6;	Controls: 1. Clear floor space at least 30" wide x 48" deep? (<i>For more reach range options, see "Controls" on page 4.</i>) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?	_____ _____ _____		
4.27.4;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	Location:			
4.3.3; 4.4.1; Fig. 7; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no step (width may be reduced to 32" for a length of no more than 24")?			
4.13.6	Maneuvering Space at door or gate: (Automatic or power-assisted doors do not require maneuvering space.)			
4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 48" (54" if door has a closer)?	_____ _____ _____ _____ _____ _____		
4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)?	_____ _____ _____ _____ _____ _____		

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	CLOTHES LINES, PICNIC AREA, PLAY EQUIPMENT, OTHER:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 42" (48" if door has a closer)?			
4.13.5; Fig. 24; 4.13.4;	Clear Door Width is at least 32" ? (<i>Measured from the door face to the opposite stop when the door is open 90°.</i>) (<i>At double doors, measure using only one door.</i>)			
4.13.10;	Does the door take more than 3 seconds to close ? (<i>From an open position of 70° to a point 3" from the latch</i>)			
4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including common use dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.13.8;	Thresholds: 1. For all other doors, the threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	_____ _____		
4.2.5; 4.2.6;	Controls: 1. Clear floor space at least 30" wide x 48" deep? (<i>For more reach range options, see "Controls" on page 4.</i>) 2. Front approach (fig. 5(a)): mounted no higher than 48" above the floor? 3. Side approach (fig. 6(b)): mounted no higher than 54" above the floor?	_____ _____ _____		
4.27.4;	Are machine controls operable with one hand without tight grasping, pinching, or twisting of the wrist?			

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Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
	Misc. Location:			
	Community Kitchen: <i>(If existing construction (built before July 11, 1988), survey only the portions that residents and their guests use.)</i>			
4.1.2(12); 4.2.4.1; 4.2.5; 4.2.6; 4.24.3; 4.27	Community Kitchen Sink Controls: 1. Are controls operable with one hand without tight grasping or twisting ? 2. Is the clear floor space at least 30" x 48" ? 3. If forward reach, a. Is the maximum height for the controls no more than 44" ? b. Are the controls no more than 25" from the front edge? 4. If side reach, a. Is the sink counter no higher than 34" ? b. Are the controls no more than 24" from the front edge ?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____		
4.1.2(17); 4.32.4	Is the portion of the work surface no higher than 34" ?			
4.1.2(11); 4.2.5; 4.2.6; 4.27	Community Kitchen Storage: <i>(survey one of each type.)</i> 1. Are controls operable with one hand without tight grasping or twisting ? 2. Is the clear floor space at least 30" x 48" ? 3. If forward reach, is the operating hardware and at least one shelf between 15" and 48" (44" if reaching over an obstruction that's at least 20" deep)? 4. If side reach, is the operating hardware and at least one shelf between 9" and 54" (46" if reaching over an obstruction no higher than 34" and more than 10" deep. Cannot reach over an obstruction more than 34" tall.)?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____		

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 ** Insert Photograph numbers for all elements and areas of non-compliance.

Citation	EXTERIOR AND INTERIOR COMMON USE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	MISCELLANEOUS:			
4.1.2(16);	Telephones: <i>(At least one accessible telephone must be provided at each bank of telephones and individual telephone location)</i>			
4.31.2;	Clear Floor Space at least 30" x 48" for a parallel approach or a forward approach.)			
4.31.3; 4.2.5; 4.2.6;	Telephone Mount Height: 1. The highest operable part of phone is no higher than 54" if a parallel approach site impracticality used or 48" if a forward approach is used? 2. On a single floor or on the site, if there are two or more groups of telephones, if there at least one telephone that provides a forward approach?	_____ _____ _____ _____		
4.1.2(16)(b) ; 4.31.5;	Is there at least one telephone with Volume Control ?			
4.31.8;	Telephone Cord at least 29" long?			
4.4.1; Fig. 8(a) & (b)	Protruding Object: 1. If wall mounted , is the leading edge of the telephone more than 27" above the floor and projects more than 4" into the circulation path? ("Yes" is a violation.) 2. If post mounted , is the leading edge of the telephone more than 27" above the floor and projects more than 12" into the circulation path?	_____ _____ _____ _____		
4.33.7;	Assistive Listening Systems (public meeting rooms); 1. Assistive Listening System provided? 2. If so, what type(s)? 3. How are these made available?	_____ _____		

* Place asterisk in column for findings of non-compliance.
** Insert Photograph numbers for all elements and areas of non-compliance.

Facility Name _____
 Address _____
 Unit/Apartment Number _____
 Telephone Number _____
 TDD/TTY Number _____

Name of Reviewer(s) _____
 Date(s) of Review _____
 Date Building was Built _____
 Date(s) of Renovations, if any _____
 (Any structure built after July 11, 1988 is considered New Construction)

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	<i>(Includes private outdoor spaces such as balconies, patios, clothes lines, trash receptacle areas, etc.) (Use pages 2 – 32 for all common use elements.)</i>			
	Route Location:			
	ENTRANCE DOOR			
4.13.6	Maneuvering Space: (Automatic or power-assisted doors do not require any minimum maneuvering clearance.)			
4.34.2(6); 4.13.6	The maneuvering space slopes no more than 2% in either direction?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 48" (54" if door has a closer)?	_____ _____ _____ _____ _____ _____		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" (48" if the door has both a closer and latch)?	_____ _____ _____ _____ _____ _____		

* Place asterisk in column for findings of non-compliance.
 ** Insert Photograph numbers for all elements and areas of non-compliance.

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is depth at least 42" (48" if door has a closer)?			
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32" ? (Measured from the door face to the opposite stop when the door is open 90°.)			
4.34.2(6); 4.13.10;	Does the door take more than 3 seconds to close ? (From an open position of 70° to a point 3" from the latch)			
4.34.2(6); 4.13.9; 4.13.11;	Door Hardware: 1. Does not require tight grasping or twisting to operate? (Lever or push/pulls are acceptable types.) 2. Mounted no higher than 48" above the floor? (Including dead bolts.) 3. For interior doors only, opening force is no more than 5 pounds ?	_____ _____ _____ _____		
4.34.2(6); 4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction) ? 2. Is the threshold beveled ?	_____ _____		
4.34.2(3)	ACCESSIBLE ROUTE (Must connect the entrance door to the living spaces, kitchen, the accessible bathroom, the accessible bedrooms, and all the dwelling unit outdoor spaces such patios, balconies, clothes lines, and trash receptacles.)			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?	_____ _____ _____		
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" – 1/2" shall be beveled ? 3. Changes in level greater than 1/2" are ramped?	_____ _____		
4.34.2(2); 4.5.2	Must stairs be used as part of the accessible route? ("Yes" is a barrier.)			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	BEDROOM(S) <i>(Survey no more than two bedrooms)</i>			
4.34.2(15); 4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" ?	Bedroom #1 Bedroom #2 <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32" ? <i>(Measured from the door face to the opposite stop when the door is open 90°.)</i>			
4.13.5; 4.25.2; 4.2.4; 4.25.3; 4.2.5; 4.2.6;	Closets: 1. Doors: a. If closet is deeper than 24" , survey this door the same way as the bedroom door. b. If closet is no deeper than 24" , then is the clear opening at least 20" ? <i>(For reaching-in only.)</i> 2. Clear floor space of 30" wide x 48" deep in front of clothes rod?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

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 ** Insert Photograph numbers for all elements and areas of non-compliance.

Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **														
	DWELLING UNIT/ACCESSIBLE ROUTE:																	
	3. Is a clothes rod no more than 54" above the floor, or adjustable to that height? 4. If there is a shelf : a. If side reach, no more than 54" above floor? b. If forward reach, no more than 48" above the floor? 5. If closet is at least 48" deep is there a turning space (a 60" diameter circle or T-shape)? (May extend under clothes rods.)	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Bedroom #1</td> <td style="width: 50%; text-align: center;">Bedroom #2</td> </tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </table>	Bedroom #1	Bedroom #2	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____		
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4.34.2(15)	<p style="text-align: center;">OUTDOOR SPACES</p> <p><i>(Dwelling unit outdoor spaces such as patios, balconies, clothes lines, and trash receptacles must be on an accessible route.)</i></p> <p>Door:</p>	_____ _____ _____																
4.13.6	The maneuvering space slopes no more than 2% in either direction?																	
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	<p>Swinging Doors - Pull side (Choose only one)</p> 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" ?	_____ _____ _____ _____ _____ _____ _____ _____																
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	<p>Swinging Doors - Push side (Choose only one)</p> 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is Both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" ?	_____ _____ _____ _____ _____ _____																

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" ?			
4.13.6; Fig. 25(d); Fig. 25(e); Fig. 25(f);	Sliding Doors (Choose one for each side) 1. Approaching the door head-on (fig. 25(d)): Is the depth at least 48" ? 2. Approaching the slide side of the door (fig. 25(e)): Is there at least 18" to the slide side ? Is the depth at least 42" ? 3. Approaching the latch side of the door (fig. 25(f)): Is there at least 24" to the latch side ? Is the depth at least 42" ?	_____ _____ _____ _____		
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32" ?			
4.34.2(6); 4.13.8;	Thresholds: 1. For exterior sliding doors , the threshold is no higher than 3/4" ? 2. The threshold is no higher than 3/4" (1/2" in New Construction)? 3. Is the threshold beveled ?	_____ _____ _____		
4.34.2(2); 4.2.3; Fig. 3;	Is there a turning space (a 60" diameter circle or T-shape)?			
4.34.2(3); 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(2); 4.5.1; 4.3.8; 4.5.2;	Surface: 1. Firm, stable and slip-resistant? 2. Changes in level between 1/4" – 1/2" shall be beveled ? 3. Changes in level greater than 1/2" are ramped?	_____ _____		
4.34.2(2); 4.5.2	Must stairs be used as part of the accessible route? (" Yes " is a barrier.)			
4.34.2(2); 4.3.7;	Slope is 5% or less (if slope is greater than 5% and it has ramp features, survey it as a ramp)?			
4.34.2(2); 4.3.7;	Cross-slope is no more than 2% ;			

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	BATHROOMS <i>(Only one must comply.)</i>			
4.34.5; 4.3.3; 4.4.1; Fig. 8(e);	Is the minimum clear width of the accessible route to this space at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Pull side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 18" to the latch side ? Is the depth at least 60" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 36" to the latch side (42" if the depth is less than 60")? Is the depth at least 54" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 48" ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.2(6); 4.13.6; Fig. 25(a); Fig. 25(b); Fig. 25(c);	Swinging Doors - Push side (Choose only one) 1. Approaching the door head-on (fig. 25(a)): Is there at least 12" to the latch side when there is both a closer and latch side? If no closer and latch, there is no requirement. Is the depth at least 48" ? 2. Approaching the hinge side of the door (fig. 25(b)): Is there at least 18" to the hinge side ? Is the depth at least 42" ? 3. Approaching the latch side of the door (fig. 25(c)): Is there at least 24" to the latch side ? Is the depth at least 42" ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.2(6); 4.13.5; Fig. 24;	Clear Door Width is at least 32" ? <i>(Measured from the door face to the opposite stop when the door is open 90°.)</i>			
4.34.2(6); 4.13.8;	Thresholds: 1. The threshold is no higher than 3/4" (1/2" in New Construction)? 2. Is the threshold beveled ?	<hr/> <hr/>		
4.34.5.2(2); Fig. 47(a);	Toilet: 1. Is top of toilet seat between 15" and 19" above the floor? 2. Is centerline exactly 18" from the closest side wall?	<hr/> <hr/> <hr/>		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	4. Is the clear floor space at least 30" x 48" deep (that extends 17" to 19" under the lavatory)? 5. Are the drain and hot water supply pipes insulated ?	_____ _____ _____		
4.34.5.3(1); 4.22.6; 4.19.5; 4.27.4;	Lavatory (a.k.a. Sink) Controls: Operable with one hand; and does not require tight grasping, twisting or pinching of the wrist to operate;			
4.34.5.3(1); 4.22.6; 4.19.6;	Mirror: Bottom edge of reflective surface is no more than 40" above the floor?			
4.34.5.3(3);	Medicine Cabinet: Bottom shelf no more than 44" above the floor?			
	Bathtub:			
4.34.5.4(1) Fig. 33;	Clear Floor Space: (A wall-hung lavatory may overlap the clear floor space only on the control wall (foot) side.) 1. If forward approach , is the clear floor space 48" deep x 60" wide? 2. If side approach , is the clear floor space 30" x 60"?	_____ _____		
4.34.5.4(5);	Tub Shower Spray Unit: 1. Can the shower head be fixed and handheld ? 2. Is there a hose and is it at least 60" long (59" is acceptable) ?	_____ _____		
4.34.5.4(4); 4.27.4; Fig. 34;	Tub Faucet Controls: 1. Operable w/ one hand and not require tight grasping or twisting of the wrist? 2. Located below the grab bar and between the open side and the centerline of the tub?	_____ _____		
4.34.5.4(2); 4.26.3; Fig. 33; Fig. 34;	Tub – Seat 1. Is a securely-mounted in-tub seat provided?	_____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	Shower:			
4.34.5.5(1); Fig. 35(a) or Fig. 35(b); 4.21.7;	Shower Stalls: Which shower type? (Choose one) 1. Transfer: 36" deep by 36" wide? If there is a curb , is it less than 1/2" ? a. Clear floor space at least 36" by 48"? 2. Roll-in: 30" deep by 60" (58 1/2" is acceptable) wide? Is there a curb? ("Yes" is a barrier.) a. Clear floor space at least 36" by 60"?	_____ _____ _____ _____		
4.34.5.5(2); Fig. 35(a); Fig. 35(b); 4.26.3;	If a transfer shower , is there a seat? 1. Between 17" and 19" above the floor? 2. Extends the full depth of the stall? 3. Located on wall opposite the controls? 4. Mounted securely?	_____ _____ _____		
4.34.5.5(5);	Tub Shower Spray Unit: 1. Can the shower head be fixed and handheld? 2. Is there a hose and is it at least 60" long? (59" is acceptable.)	_____ _____		
4.34.5.5(4); Fig. 37; 4.21.5;	Shower Controls: 1. Mounted between 38" and 48" above the floor? 2. Located between the open side and the centerline of the shower? 3. Operable w/ one hand and not require tight grasping or twisting of the wrist?	_____ _____ _____ _____		
4.34.5.5(3); 4.26.2; Fig. 37; Fig. 39(e);	Grab Bars: (Choose Whether Transfer or Roll-In Shower and Answer Those Questions) TRANSFER SHOWER (36" x 36"): <u>Back Wall</u> 1. Is centerline mounted between 33" and 36" above the floor? 2. Between 1 1/4" and 1 1/2" in diameter? 3. Is the space between the grab bar and the wall 1 1/2" exactly? 4. 18" long positioned between the centerline of the stall and the control wall?	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
	KITCHEN			
4.34.6; 4.34.2(13); 4.3.3; Fig 7; Fig. 8(e);	Is the minimum clear width of the accessible route to the kitchen at least 36" wide, with no steps (width may be reduced to 32" for a length of no more than 24")?			
4.34.6.1;	Clearance between all opposing cabinets, counters, appliances or walls: (Choose One) 1. If U-shaped kitchen , is there at least 60"? 2. In all other layouts , is there at least 40"?	_____ _____		
4.34.2(2); 4.2.3; Fig. 3;	Is there an unobstructed turning space (a 60" diameter circle or T-shape)? <i>(May include knee space under work surface or sink if it is at least 36" wide)</i>	_____		
4.34.6.2;	Clear Floor Space: With either forward reach or side reach, is there at least 30" x 48" at the following types of appliances: Oven; Range; Cook top; Dishwasher; Refrigerator; Counter; Storage Facilities, Etc.	_____ _____ _____ _____		
4.34.6.4(1); 4.34.6.4(2) 4.34.6.4(3); 4.34.6.4(4); Fig. 50; 4.2.4.1;	Kitchen Counter Work Surface: 1. At least one 30" section of the counter with knee clearance at least 27" high ? 2. Surface no more than 34" above the floor? 3. If a removable base cabinet is provided, once removed: a. Is the floor finished underneath ? b. Will the opening be at least 30" wide and 27" high ?	_____ _____ _____ _____ _____ _____		
4.34.6.5; Fig. 51;	Kitchen Sink & Surrounding Counter: 1. Knee clearance is at least 30" wide and at least 27" high ? 2. Sink rim and counter surface are no more than 34" above the floor? 3. If a removable base cabinet is provided, once removed: a. Is the floor finished underneath ? b. Is the opening at least 30" wide and 27" high ? 4. Sink is no deeper than 6 1/2" ?	_____ _____ _____ _____ _____ _____		

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Citation	DWELLING UNIT ACCESSIBLE ELEMENTS	Measurements/Comments	N/C Finding *	Picture No. **
	DWELLING UNIT/ACCESSIBLE ROUTE:			
4.34.6.5(8);	Kitchen Pipes must be insulated or wrapped?			
4.34.6.7; Fig. 52;	Kitchen Oven: 1. If oven is not self-cleaning , is it adjacent to an accessible 34" high (or adjustable) kitchen counter work surface? 2. Controls: a. Located on the front panel ? b. Can be operated with one hand and not require twisting of the wrist or tight grasping?	<hr/> <hr/> <hr/> <hr/>		
4.34.6.6; 4.27;	Kitchen Range/Cook-tops Controls: 1. Usable without reaching across burners? 2. Including the range hood controls, are the controls within reach? (<i>For a complete listing of reach range, see "Other Controls" below.</i>) 3. Can be operated with one hand and not require twisting of the wrist or tight grasping?	<hr/> <hr/> <hr/> <hr/>		
4.34.6.9; 4.34.6.3; 4.27;	Dishwasher: 1. Controls operable with one hand and not require tight grasping, pinching, or twisting of the wrist to operate;	<hr/> <hr/>		
.34.6.10; 4.25.2; 4.25.3; 4.2.5; 4.2.6; Fig. 50;	Kitchen Storage: 1. Operable hardware for all cabinets: a. For wall cabinets, are located near the bottom ? b. For base cabinets, are located near the top ? c. Is it operable with one hand without tight grasping, pinching, or twisting of the wrist? 2. For the wall cabinet above the work surface: a. Is the bottom shelf no more than 48" above the floor?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
4.34.7;	WASHER/DRYER, UTILITY ROOM			
4.34.7; 4.34.2(2); 4.2.3; Fig. 3;	Washer/Dryer, Utility Room: 1. Is there an unobstructed turning space (a 60" diameter circle or T-shape)? 2. For either a forward or side approach, is the clear floor space at least 30" x 48" ? 3. If machines are provided by management: a. Are controls on the front panel ? b. Operable with one hand and not require twisting of the wrist or tight grasping? c. Front-loading ?	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		

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Provisions Governing Public Housing Accessible to Individuals With Disabilities

3. A certification that a public housing unit meets or will meet all UFAS standards applicable to newly constructed housing pursuant to Paragraph 1(b) of these Provisions shall be prepared in conformance with the following standards and requirements:
- (a) Where UFAS requirements specify that a measurement must be more than a stated minimum, less than a stated maximum, or within a stated range of measurements, a building industry tolerance may not be applied. A building industry tolerance may be applied where UFAS specifies a fixed measurement without specifying a minimum or maximum, provided, however, that the PHA must obtain HUD's prior written approval for any building industry tolerance in excess of 1/8 inch. With respect to the dimensional requirements in UFAS Section 4.34.5.2(1) and Fig. 47(a), the center line of the water closet in a Selected Unit shall be not less than 16 inches nor more than 18 inches from the nearest wall adjacent to the water closet as measured from the location on that wall where grab bars are mounted or to be mounted. With respect to the requirement in UFAS Section 4.26.2 that "the space between the wall and the grab bar shall be 1-1/2 inches (38mm)," any tolerance applied shall not exceed 1/8 inch.
 - (b) In accordance with UFAS Section 4.34.3, kitchens and bathrooms may be designed for either permanent accessibility or adaptability. Adaptable bathrooms must meet the criteria in Section 4.34.5 and adaptable kitchens must meet the criteria in Section 4.34.6. No adaptable features shall be permitted except as authorized by UFAS Sections 4.34.3, 4.34.5 and 4.34.6. In each Selected Unit with adaptable features, PHA shall provide the consumer information set forth in UFAS 4.34.4.
 - (c) UFAS requirements may not be waived by a particular tenant or tenants. If variations from UFAS are necessary to accommodate a disability of a particular tenant, the PHA may alter a Selected Unit accordingly for the duration of that tenant's occupancy. As long as all other features of the unit meet the requirements of UFAS, a unit that has been modified solely to accommodate the disability of a particular tenant shall continue to be treated as a UFAS-compliant unit for the purposes of these Provisions throughout the duration of that tenant's occupancy. A unit shall not be certified as UFAS compliant when a tenant requests a variance from UFAS requirements for reasons unrelated to his or her particular disability. PHA shall maintain, and provide to HUD upon request, documentation which indicates the specific unit elements modified to accommodate the tenant's disability and the documentation supporting the disability-related need for such modification.
 - (d) Selected Units shall comply with all UFAS requirements applicable to newly constructed housing regardless of any assessment by the PHA, or any of its agents or contractors, regarding whether the unit is functional and/or usable by individuals with disabilities, and regardless of whether any other industry standard purports to authorize or permit features that are inconsistent with the requirements of UFAS.
 - (e) Selected Units that provide adequate space for a standard size appliance and are otherwise in compliance with UFAS shall not be rendered non-compliant where the turning radius or clear floor space is reduced below what UFAS would permit solely because a tenant has installed an appliance that is larger than the standard size of that appliance.
 - (f) Peepholes in doors in Selected Units shall be accessible to and usable by individuals who use wheelchairs and shall be located at a height which allows viewing from a seated position.



MASONRY ADVISORY COUNCIL

1440 RENAISSANCE DRIVE SUITE 340 PARK RIDGE, IL 60068 (847)297.6704 INFO@MACONLINE.ORG

Exhibit "F"

SYSTEM 1

3 5/8" brick veneer

1 1/2" rigid insulation

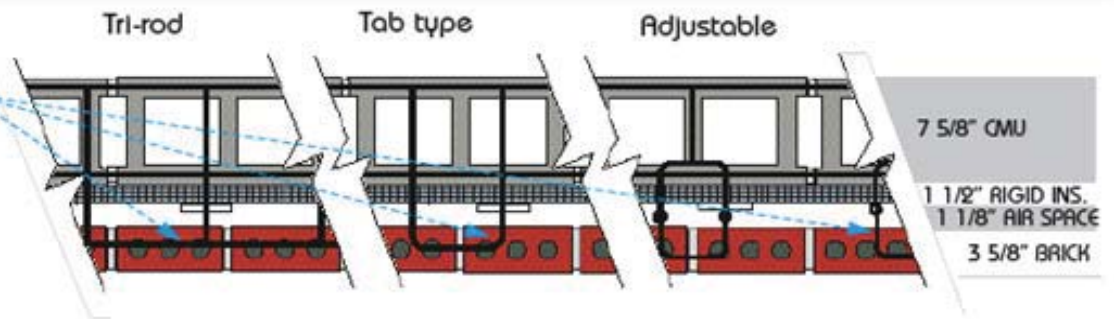
7 5/8" CMU backup

Total Wall Thickness - 14"

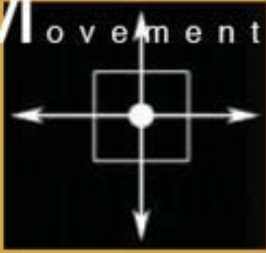
Commentary

This system is a cavity wall consisting of an exterior brick veneer and a CMU backup. The two wythes are anchored with horizontal joint reinforcement, providing one tie per 2.67 ft² of wall area. The joint reinforcement can be ladder tri-rod type, tab type, or adjustable. Since 4 inches of unreinforced brick masonry will allow some water to penetrate, we design the system to manage the entrant water. A clean airspace provides a space for water to drain down where it can be directed to the exterior at flashing locations.

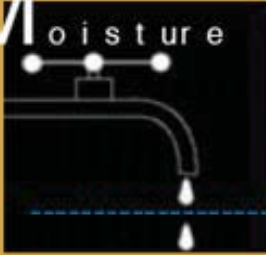
A



M

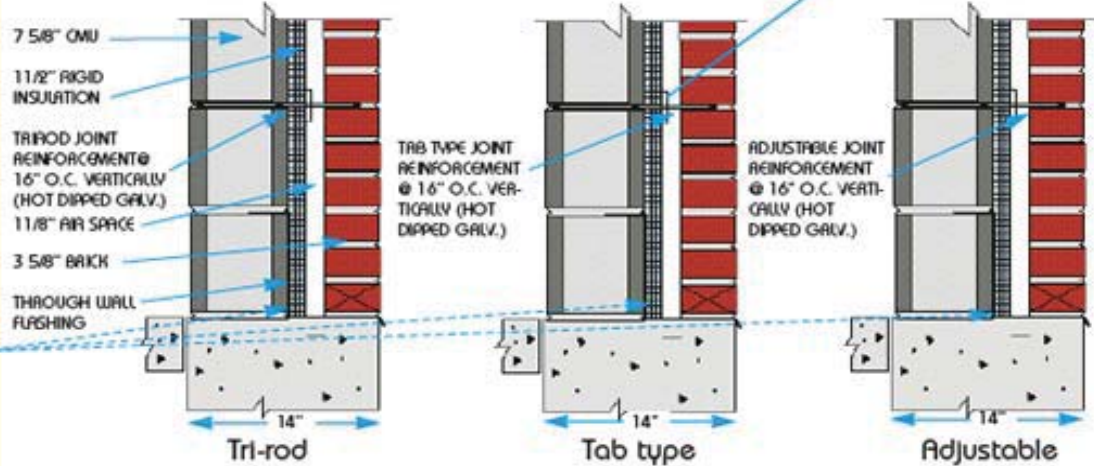


M

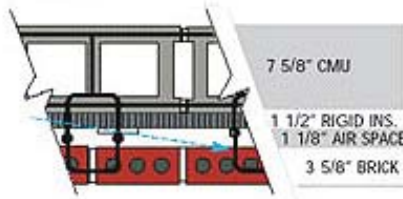


R-VALUE NOTES	
TYPE OF RIGID INSULATION WITH 1 1/2" POLYSILOCYANURATE (TUFF-A)	A-VALUE OF WALL 17.53

INSULATION GAP MAINTAINS CAVITY CONTINUITY



System 1



- 3 5/8" brick veneer
- 1 1/2" rigid insulation
- 7 5/8" CMU backup

[CLICK HERE TO VIEW THIS SYSTEM](#)

Exhibit “G”

Commissioning Services

As part of the proposal is the CM is to provide a cost to secure Commissioning Agent (CxA) services for the **LEB Community Center Project**. PHA is committed to commissioning this project to ensure that all systems are well designed, complete and functioning properly upon occupancy, are economical to operate and maintain, and that PHA staff has adequate system documentation and training.

Objectives

The objective of commissioning is to provide documented confirmation that a Facility/project fulfills the functional and performance requirements of PHA, occupants and operators. To reach this goal, it is necessary for the commissioning process to establish and document Owner’s Project Requirements, which are criteria for system function, performance, and maintainability (design intent); and to also verify and document compliance with these criteria throughout design, construction, start-up, and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, shall be provided to the buildings operators to ensure the buildings continue to operate as intended.

The CxA shall be involved throughout the project from design development through the warranty phase. The primary role of the CxA during the overall Design Stage is to review the design to ensure it meets PHA objectives and develop detailed commissioning specifications. During construction, the CxA coordinates the execution of a testing plan, which includes observing and documenting all systems’ performance to ensure that the systems are functioning in accordance with the Owner’s Project Requirements and the contract documents. The CxA is not responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem solving or resolving nonconformance issues or deficiencies. The CxA will serve as an objective advocate of the owner, oversee and coordinate the commissioning process, and present final recommendations to the owner regarding the performance of the commissioned buildings systems. The CxA works in conjunction with the project design team through the design process, prepares a commissioning plan, and a Final Commissioning Record.

Scope of Work

The CxA shall be responsible for carrying out the following tasks. The CxA is free to suggest changes and improvements to the following task list, but for this proposal it is assumed that these tasks will be completed.

Design Stage

1. Assemble commissioning team, holds a scoping meeting and identifies responsibilities.
2. Review the Preliminary Commissioning Plan developed by the PHA Project Manager (Pm) during the Planning Phase and fill in additional detail including team member responsibilities & directory, communication structure, specific systems & equipment to be commissioned and commissioning process schedule.
3. Schedule and lead commissioning meetings as needed with the commissioning Team
4. Coordinate the commissioning work during design.
5. Review Owner's Project Requirements & Basis of Design documentation for clarity and completeness.
6. Perform focused reviews of the design, drawings and specifications at various stages of development (during design development and contract document phases)
7. Conduct/facilitate program review meetings at the beginning of each design phase, before any design work is done
8. Assist and review the development and updating of the Owner's Project Requirements and Basis of Design by design team members after each design review submission.
9. Update the Commissioning Plan in preparation for Construction Stage.
10. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package. One or more of the following documents can be used as a guide for content, rigor and format: 1) *Model Commissioning Plan and Guide Specifications*, USDOE/FEMP; Portland Energy Conservation, Inc. (PECI), 2) *The HVAC Commissioning Process*, ASHRAE Guideline 1-1996. The PECI Document can be downloaded free at <http://www.peci.org> and a copy of the ASHRAE document can be obtained by contacting ASHRAE at 404-636-8400.
 - A. The commissioning specification will include general commissioning requirements common to all systems and assemblies and a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues, deficiency resolution; construction checklist and start-up requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
 - B. The specifications will clearly indicate who is witnessing and documenting start-up of each commissioned system. The specifications will be clear as to who is writing, directing, conducting and documenting functional tests and regulatory-required tests. This may vary between systems, especially between electrical and mechanical. Provide language to enhance current project specifications to ensure comprehensive controls submittals, full control contractor accountability for documented point-to-point checkout

and commissioning participation, comprehensive test, adjusting and balancing, full contractor documentation of start-up and superior training and O&M manual documentation.

11. Review the project specifications and provide comments and additional language, as needed, to the contractor qualifications, submittal requirements, test, adjust and balance specifications, training requirements and operations and maintenance and system manual requirements.

12. Coordinate a controls integration meeting where the electrical engineers, fire protection engineers, mechanical engineers, PHA representative, etc and the CxA discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities are clearly described in the specifications.

13. Participate in a value engineering / management workshop.

14. Review and make recommendations from the value engineering / management workshop for commissioning and O&M issues.

15. Review the recommendations from the constructability review for commissioning and O&M issues.

16. Write step-by-step functional test procedures and documentation formats for all commissioned equipment and assemblies. Test procedures will include manual functional testing, energy management control system trending and may include stand-alone data-logger monitoring.

17. The final acceptance tests of all fire protection and life safety systems shall be witnessed by the PHA or their designated representative.

Plan to assist the PHA or their designated representative in those tests. Testing and commissioning for the fire protection and life safety systems shall be per the requirements of those sections of the specifications and the applicable governing codes and standards.

Construction Stage

1. Coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.

2. Coordinate the commissioning work with the design team and construction manager, to ensure that commissioning activities are being incorporated into the master schedule.

3. Revise, as necessary, the construction phase commissioning plan developed during design, including scope and schedule.

4. Plan and conduct commissioning meetings as needed and distribute minutes.

5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures.

Before start-up, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.

6. Review submittals applicable to systems being commissioned for compliance

with commissioning needs, concurrent with the design team and Construction Manager reviews.

7. Review requests for information and change orders for impact on commissioning and PHA objectives.
8. Review coordination drawings to ensure that trades are making a reasonable effort to coordinate.
9. Write and distribute construction checklists for commissioned equipment.
10. Develop an enhanced start-up and initial systems checkout plan with contractors for selected equipment.
11. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/ substitutions relating to the commissioning process. Assist in resolving any discrepancies.
12. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
13. Witness any ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.
14. Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
15. Document systems start-up by reviewing start-up reports and by selected site observation.
16. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
17. Coordinate functional testing for all commissioned systems and assemblies. Witness and document manual functional performance tests performed by the Construction Contractor for all commissioned systems and assemblies, except: a) some smaller equipment may be tested and documented by the Construction Contractor at the Commissioning Agent's discretion, b) electrical equipment testing and regulated testing may be directed and documented by the Construction Contractor with only spot witnessing and report review by the Commissioning Agent.

The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including start-up, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance. Coordinate retesting as necessary until satisfactory performance is achieved. Tests on respective HVAC equipment shall be executed, if possible, during both the heating and cooling seasons. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using

conventional manual methods, control system trend logs, and readouts or standalone dataloggers, to provide a high level of confidence in proper system function, as deemed appropriate by the Commissioning Agent and PHA.

18. After manual testing and initial troubleshooting is complete, monitor system operation and performance for selected data points for up to two weeks by requesting trend logs from the Construction Contractor from the buildings automation system (if one is part of scope). For needed system points not able to be trended by the buildings automation system, furnish and install temporary portable data loggers that will monitor up to 20 points. Analyze monitored data to verify operation and performance and issue a written report. This time frame and monitoring points may be modified to accurately commission the buildings.

19. The final acceptance tests of all fire protection and life safety systems shall be witnessed by the PHA or their designated representative.

Testing and commissioning for the fire protection and life safety systems shall be per the requirements of those sections of the specifications and the applicable governing codes and standards.

20. Maintain a master issues log and a separate record of functional testing. Report all issues as they occur. Provide written progress reports and test results with recommended actions.

21. Review equipment warranties to ensure that PHA responsibilities are clearly defined.

22. Facilitate, oversee and review the training of PHA operating personnel. Oversee the videotaping of this training. Attend and participate in key training sessions.

23. Review and review the preparation of the O&M manuals for commissioned equipment.

24. Compile a Commissioning Record, which shall include:

A. A brief summary report that includes a list of participants and roles, brief description of buildings, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report shall contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:

- 1) Equipment meeting the equipment specifications,
- 2) Equipment installation,
- 3) Functional performance and efficiency,
- 4) Equipment documentation, and
- 5) Operator training.

B. All outstanding non-compliance items shall be specifically listed. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each noncompliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.

C. Also included in the Commissioning Record shall be the commissioning plan, Owner's Project Requirements (from PHA PM), Basis of Design

(from A/E), commissioning specifications, design review, submittal review, issues log, construction checklists, CxA site visit and Commissioning Team meeting minutes, O&M review, training documentation, test procedures, warranty review and test data reports.

D. A Recommissioning Management Manual which provides guidance and establishes timelines for recommissioning of building systems and components. The format of the Recommissioning Management Manual will closely parallel the Commissioning Plan for the project.

E. Submit 3 bound text copies of the Commissioning Records with 3 CD copies including all information listed in B & C above.

Post-Construction Stage

1. Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Final Commissioning Report and O&M manuals.
2. Return to the site at 10 months into the 12-month warranty period and review with facility staff the current buildings operations and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the buildings as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

Systems and Assemblies To Be Commissioned

The following is a general list of systems and assemblies to be commissioned (as applicable) to this project.

PHA plans to work with the CxA to write this section to make it more robust and holistic.

1. Central building automation system
2. All equipment of the heating, ventilating and air conditioning systems including Geothermal
4. Daylight dimming controls and interior dimming system controls
5. Refrigeration systems
6. Emergency power generators and automatic transfer switching; paralleling equipment
7. Uninterruptible power supply systems
8. Fire Protection & Life safety systems (egress system, fire alarm system, fire detection systems, fire suppression systems, smoke management systems, smoke removal systems, emergency lighting systems, security/egress locking interface systems, elevator emergency recall operation, elevator emergency operation)
9. Electrical (Solar panels, converters, service switch gear, switchboards, distribution panel boards, transformers, motor control centers, power monitoring and metering, transient voltage surge suppressors, variable speed drives, grounding and ground fault systems, overcurrent protective devices, low voltage

busway, thermographic survey, electronic calendaring or directory, white sound system).

10. Domestic and process water pumping and mixing systems
11. Equipment sound control systems and testing
12. Audio-Video equipment systems and testing
13. Data, Internet and Communication (cable & phone)
14. Paging and Intercom systems
15. Security system
16. Locking system
17. Irrigation
18. Plumbing
19. Hot water heaters
20. Vertical transportation
21. Building envelope including the different types of curtain wall assemblies (specified roofing, windows and doors, construction joints, etc.)
22. Process instrumentation and controls
23. Sustainability features (see LEED matrix list) if LEED alternate is selected.
24. Lighting and Lighting Control Systems and Clock Systems

Desired Qualifications

It is PHA's desire for the person(s) designated as the site Commissioning Agent to satisfy as many of the following requirements as possible:

- Acted as the principal Commissioning Agent for at least three projects of comparable size, type and scope.
- Extensive experience in the operation and troubleshooting of HVAC systems and energy management control systems including Geothermal systems
- Extensive field experience is required. A minimum of five full years in this type of work is required.
- Knowledgeable in building operation and maintenance and O&M training.
- Technical training in fire protection engineering, and/ or past commissioning, field experience, and knowledge in national building & fire codes as well as egress systems, water-based fire extinguishing systems, fire detection systems, fire alarm systems, smoke management systems.
- Knowledgeable in national building & fire codes as well as water-based fire extinguishing systems, detection systems and alarms systems.
- Knowledgeable in test and balance of both air and water systems.
- Knowledgeable in LEED and Sustainable design criteria.
- Experienced in energy-efficient equipment design and control strategy optimization.
- Specific experience with specialty systems relative to the particular facility type (i.e. Federal blast and progressive collapse requirements, security systems, etc.)
- Demonstrated experience with total building commissioning approach including building envelope, data and communication systems and other specialty systems
- Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.

- Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.
- Experienced in writing commissioning specifications.
- Membership with the Building Commissioning Association is desired.
- Membership with the US Green Building Council is desired.
- Leadership in Energy and Environmental Design (LEED) Accredited Professional is desired.

The required expertise for this project will be based on the skill and experience set of the full team making the proposal a member of the prime firm will be the designated Commissioning Agent who is the member of the team that will coordinate the commissioning activities from the technical perspective. This party may not necessarily be the team's overall project or contract manager. The Commissioning Agent must have significant in-building commissioning experience, including technical and management expertise on projects of similar scope. If the Commissioning Agent or prime firm does not have sufficient skills to commission a specific system, the prime firm shall subcontract with a qualified party to do so. Subcontractor qualifications shall be included and clearly designated in the response to this scope of work.

Proprietary Information

In the event that performance of any work under this contract causes the CxA to gain access to proprietary and/or confidential information of other firms/contractors, the CxA is required to immediately execute Technology Exchange Agreements with those firms/contractors, in order to protect the information from unauthorized uses. The CxA is required to refrain from using any such information for any purposes other than for which it was furnished. The CxA must immediately provide the Contracting Officer with a copy of any such agreements with original dated signatures affixed.

Protection and Control of Government Documents

The CxA is required to develop and utilize procedures for custody, use/handling, reproduction, storage, safeguarding, and disposition of all documents and information of this nature. These procedures must be designed and carried out so that there is no unauthorized disclosure of such documents and information throughout the contract performance.

Exhibit 1: Commissioning Agent Focused Design Review Scope

Review is to occur at the end of Concepts/beginning of Design Development and toward the end of Construction Documents phases.

Certification

Facilitation

Review contract documents to facilitate project certification goals (i.e. does design meet Energy Star requirements; does CxA meet LEED criteria, etc.).

Commissioning

Facilitation

Review contract documents to facilitate effective commissioning (sufficient

accessibility, test ports, monitoring points, etc.).

Commissioning

Specifications

Verify that bid documents adequately specify buildings commissioning, including testing requirements by equipment type.

Control System &

Control Strategies

Review HVAC, lighting, fire control, emergency power, security control system, strategies and sequences of operation for adequacy and efficiency.

Electrical Review the electrical concepts/systems for enhancements.

Energy Efficiency

Review for adequacy of the effectiveness of the buildings layout and efficiency of system types and components for building shells, HVAC systems and lighting systems.

Envelope

Review envelope design and assemblies for thermal and water integrity, moisture vapor control and assembly life, including impacts of interior surface finishes and impacts and interactions with HVAC systems (blast, hurricane, water penetration).

Fire Protection & Life

Safety*

Review contract documents to facilitate effective commissioning of fire protection & life safety systems and to aid PHA in system testing to obtain the Occupancy Permit

PHA Design Guidelines & Standards

Verify that the design complies with PHA design guidelines and standards

Functionality Ensure the design maximizes the functional needs of the occupants.

Indoor Environmental Quality (IEQ)

Review to ensure that systems relating to thermal, visual acoustical, air quality comfort, air distribution maximize comfort and are in accordance with Owner's Project Requirements.

Life Cycle Costs

Perform a life cycle assessment of the primary competing mechanical systems relative to energy efficiency, O&M, IEQ, functionality, sustainability.

Mechanical

Review for owner requirements that provide flexible and efficient operation as required.

Operations and Maintenance (O&M)

Review for effects of specified systems and layout toward facilitating O&M (equipment accessibility, system control, etc.).

O&M Documentation Verify adequate building O&M documentation requirements.

Owner's Project Requirements

Verify that contract documents are in keeping with and will meet the Owner's Project Requirements.

Structural Review the structural concepts/design for enhancements
Sustainability

Review to ensure that the building materials, landscaping, water and waste management create less of an impact on the environment, contribute to creating a healthful and productive workspace, and are in accordance with Owner's Requirement.

Training: Verify adequate operator training requirements.

General Decision Number: PA150005 10/02/2015 PA5

Superseded General Decision Number: PA20140005

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/13/2015
3	04/10/2015
4	05/01/2015
5	05/08/2015
6	05/22/2015
7	05/29/2015
8	06/05/2015
9	06/19/2015
10	06/26/2015
11	07/03/2015
12	07/10/2015
13	08/14/2015
14	09/11/2015
15	10/02/2015

ASBE0014-001 05/01/2015

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 44.44	31.61

BOIL0013-001 01/01/2011

Rates	Fringes
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BOILERMAKER.....	\$ 37.35	30.01
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BRPA0001-006 06/01/2014

	Rates	Fringes
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BRICKLAYER.....	\$ 36.33	23.64
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BRPA0001-008 05/01/2014

	Rates	Fringes
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TILE SETTER.....	\$ 38.36	22.72
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BRPA0001-011 06/01/2014

	Rates	Fringes
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MASON - STONE.....	\$ 36.48	23.71
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BRPA0035-001 06/01/2014

	Rates	Fringes
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Pointer, caulker and cleaner.....	\$ 37.76	22.84
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CARP0454-006 05/01/2015

	Rates	Fringes
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PILEDRIVERMAN.....	\$ 41.65	31.32
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Footnote: PAID HOLIDAYS: Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (provided the employee works the day before the holiday and the day after the holiday).

CARP0845-001 05/01/2015

	Rates	Fringes
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Carpenter/Lather.....	\$ 42.65	25.79
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CARP1823-001 05/01/2015

	Rates	Fringes
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FLOOR LAYER: Carpet.....	\$ 43.01	26.29
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CARP1906-001 07/01/2015

	Rates	Fringes
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MILLWRIGHT.....	\$ 38.36	30.24
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ELEC0098-003 05/03/2015

	Rates	Fringes
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ELECTRICIAN.....\$ 52.85 32.78

 ELEV0005-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.62	28.385

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

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

 * ENGI0542-002 05/01/2015

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 42.85	26.56
GROUP 1a.....	\$ 45.86	27.44
GROUP 2.....	\$ 42.61	26.48
GROUP 2a.....	\$ 45.61	27.37
GROUP 3.....	\$ 38.53	25.27
GROUP 4.....	\$ 38.23	25.18
GROUP 5.....	\$ 36.50	24.68
GROUP 6.....	\$ 35.51	24.39

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

TOXIC/HARARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads, including tower cranes, 100 ft. from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads) 200 ft. and over, two (2) operators will be required. When two (2) operators are employed, no Oiler will be required. Booms to be measured from the ground up. Tower cranes calculated from ground up and out for purpose of boom pay.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with

erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and over factory rating; Any machines handling machinery; High Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Gradalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills (self-contained), (drillmaster type) forklift (20 ft. and over), Motor patrols (fine grade), Batch plant with mixer, Carryalls, Scraper, Trounappulls, Roller (High Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum), Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), bobcat. side broom, directional boring machines, vermeer saw type machines (other than than hand held tractor mounted hydro axe, chipper with boom, all) machine similar to the above including remote control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch (small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boilers Elevator Operator (New Construction) Machine similar to the above, including remote control equipment

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck, toxic/hazardous waste removal rate 20 per cent added to all classifications and machines similar to the above.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer

(power boats), Elevator Operators (Renovations) and machine similar to the above .

GROUP 6: Fireman, Oilers and deck hands (personnel boats), grease truck.

 * IRON0401-002 07/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 44.70	29.60

 IRON0405-002 07/01/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 40.73	26.60

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

 IRON0405-004 07/01/2014

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover).....	\$ 38.00	25.60

The following holidays shall be observed and when work is performed thereon it shall be paid for at twice the base rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Employees shall be off Christmas Eve Day and receive four hours pay. Employees who have to work on Christmas Eve Day shall work four hours and be paid for eight hours pay for the holiday. Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before Christmas Eve and the first working day after Christmas Day.

 LABO0332-001 05/01/2015

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.00	24.27
GROUP 2.....	\$ 27.10	24.27

GROUP 3.....	\$ 27.15	24.27
GROUP 4.....	\$ 27.30	24.27
GROUP 5.....	\$ 27.40	24.27
GROUP 6.....	\$ 27.14	24.27
GROUP 7.....	\$ 28.25	24.27
GROUP 8.....	\$ 28.40	24.27
GROUP 9.....	\$ 28.55	24.27
GROUP 10.....	\$ 28.80	24.27
GROUP 11.....	\$ 27.52	24.27

LABORERS CLASSIFICATIONS

GROUP 1: Building site work; Stripping and dismantling concrete form work; loading, unloading, carrying and handling of all reinforced steel and steel mesh; handling lumber and other building materials; operating jackhammers, paving breakers and all other pneumatic tools; building scaffolds; raking, shoveling and tamping of asphalt; spading and concrete pit work; grading; form pinning; shoring; demolition except burners; laying conduits and ducts; sheathing; lagging; laying non-metallic pipe and caulking; all other types of laborers; pouring concrete; operating vibrator; free air tunnels: miners.

GROUP 2: Power buggies; burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen; wagon drill operator (multiple); circular caisson excavation; underpinning excavation

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen; brakemen; groutmen; bottom shaft men; all other men in free air tunnels

GROUP 8: Form setters

GROUP 9: Miners bore driver; blasters; drillers; pneumatic shield operators

GROUP 10: Welders and burners

GROUP 11: Mason Tender

LABO0413-004 05/01/2015

	Rates	Fringes
Landscape Laborer		
Farm Tractor Driver,		
Hydroseeder Nozzleman and		
Mulcher Nozzleman.....	\$ 20.71	22.20+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and Thanksgiving Day.

 MARB0001-003 05/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.27	20.07
TERRAZZO FINISHER.....	\$ 33.06	19.31
TILE FINISHER.....	\$ 29.77	20.55

MARB0003-002 05/01/2012

	Rates	Fringes
MARBLE SETTER.....	\$ 35.25	21.95
TERRAZZO WORKER/SETTER.....	\$ 26.40	21.95

PAIN0021-001 05/01/2015

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.03	23.05
Spray, Steel and Swing.....	\$ 37.26	23.05

PAIN0021-012 05/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 35.23	24.93

PAIN0252-001 06/01/2008

	Rates	Fringes
Window Tinter.....	\$ 19.85	6.61

PAIN0252-006 05/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.35	25.15

PLAS0008-001 05/01/2015

	Rates	Fringes
PLASTERER.....	\$ 36.87	26.33

PLAS0592-011 05/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.15	30.31

PLUM0420-008 05/01/2015

	Rates	Fringes
Steamfitter.....	\$ 51.08	30.09

 PLUM0690-002 05/01/2015

	Rates	Fringes
PLUMBER.....	\$ 47.38	30.31

ROOF0030-001 05/01/2014

	Rates	Fringes
Roofers:		
Composition.....	\$ 32.15	28.12+A
Shingles.....	\$ 32.15	28.12+A
Slate and Tile.....	\$ 32.15	28.12+A

FOOTNOTE (Composition Roofer only):
 A. PAID HOLIDAY: Election Day

 SFPA0692-001 05/01/2015

	Rates	Fringes
SPRINKLER FITTER.....	\$ 51.35	23.37

SHEE0019-008 05/01/2014

	Rates	Fringes
SHEET METAL WORKER (Sign Makers & Hangers).....	\$ 23.92	16.72
Sheet metal worker.....	\$ 42.95	33.38

TEAM0107-001 05/01/2014

	Rates	Fringes
TRUCK DRIVER (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 28.677	15.5575+a+b
GROUP 2.....	\$ 28.777	15.5575+a+b
GROUP 3.....	\$ 29.027	15.5575+a+b
TRUCK DRIVER (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 28.677	15.5575+a+b
GROUP 2.....	\$ 28.677	15.5575+a+b
GROUP 3.....	\$ 28.677	15.5575+a+b

TRUCK DRIVERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), 11/2 ton and under
 vehicles

GROUP 2 - Truck driver over 11/2 tons, dump trucks, tandem
 and batch trucks, semi-trailers, agitator mixer trucks and
 dumcrete type vehicle, asphalt distributors, farm tractors
 when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment - back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, lowbed trailers

TRUCK DRIVERS CLASSIFICATIONS (SITE PREPARATION, PAVING AND UTILITIES ON BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), dumpster

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and five personal holidays provided employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five per calendar year. After 130 work days the employee is entitled to all five personal holidays.

B. PAID VACATION: Employee will earn one vacation day for every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION