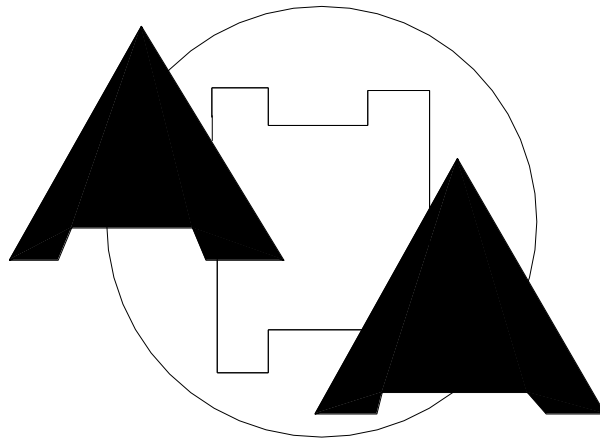


**THE HOUSING AUTHORITY  
OF THE  
CITY OF AUGUSTA, GEORGIA**



**SERVING AUGUSTA'S HOUSING NEEDS  
SINCE 1937**

**Specifications for:  
Re-roofing of 25 Buildings at Jennings Place  
GA001000110, Augusta, Ga  
DATED: July 1, 2020**

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**Re-Roofing of Jennings Place GA001000110, Augusta, GA 30904**

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## Invitation for Bids

The Housing Authority of The City of Augusta, Georgia will receive bids in the Board Room of the J. Madden Reid Administration Building, 1435 Walton Way, Augusta, Georgia 30901 until 10:00 A.M., (local time) in Augusta, Georgia on August 4, 2020, for the Re-roofing of 25 Buildings at Jennings Place GA001000110, Augusta, Ga. At the time and place noted above, the bids will be publicly opened and read aloud.

Contract documents, including drawings and specifications, are on file at the office of The Housing Authority of The City of Augusta, Georgia, 1435 Walton Way 30901. Bidding documents may be obtained at the office of Planning and Development, The Housing Authority of The City of Augusta, Georgia, 1435 Walton Way, (706) 312-3165.

Bidders are requested to inspect the property as well as operations and conditions that may be affected. Arrangements shall be made for inspecting the site by contacting the Housing Authority Planning and Development Department, Dr. Gregory Francisco, Director at (706) 312-3165.

The Contract, if awarded, will be on the basis of the lowest base bid from a responsible bidder. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening. Bids exceeding \$100,000 must be accompanied by a bid bond or cashier's check, made payable to The Housing Authority of The City of Augusta, Georgia, in an amount of not less than 5% of the base bid.

If bid exceeds \$100,000.00 the successful bidder will be required to furnish and pay for both a Performance Bond and a Payment Bond or bonds in an amount equal to 100% of the contract price along with a Builder's Risk Insurance Policy and other insurance requirements in accordance with the General Conditions. The successful bidder will be required to furnish and pay for Builder's Risk Insurance Policy and other insurance requirements in accordance with the General Conditions. The Housing Authority reserves the right to accept or reject any bids and to waive any technicalities and informalities in the bidding process.

Attention is called to the provisions for equal employment opportunity and to the requirement that not less than minimum salaries and wages as set forth in the specifications must be paid on this project. The work to be performed under this contract is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C.1701u (Section 3). The purpose of Section 3 is to insure 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 recipient of HUD assistance for Housing. The Housing Authority of The City of Augusta, Georgia has established a goal of awarding 20% of the dollar value of contracts to Section 3 Business Enterprises. General contractors should contact the Georgia Department of Labor, Veteran Outreach Program at 601 Greene Street for qualified veteran owned business.

FOR: The Housing Authority of The City of Augusta, Georgia

BY: Jacob L Oglesby, Executive Director

**BID FORM**

TO: The Housing Authority of The City of Augusta, Georgia  
The J. Madden Reid Administration Building  
1435 Walton Way  
Augusta, Georgia 30901

RE: Re-roofing of 25 Buildings at Jennings Place, GA001000110, Augusta, GA  
30904

Gentlemen/Ladies:

The Undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the specifications, the Addenda and work lists prepared by The Housing Authority of The City of Augusta, Georgia, hereby proposes to furnish all labor, materials, equipment and services required for Re-roofing of 25 buildings at Jennings Place, GA001000110, Augusta, GA 30904, all in accordance therewith

The Base Bid shall consist of the following:

A TOTAL SUM OF \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) which sum hereinafter called the "Base Bid".  
(\$ \_\_\_\_\_) Unit Cost Per Board to Remove and Replace Any Rotten Existing Decking with New Decking.  
(\$ \_\_\_\_\_) Unit Cost Per Board Foot to Remove and Replace Any Rotten Existing Fascia with New Fascia.  
(\$ \_\_\_\_\_) Unit Cost Per Board Foot to Scab Any Rotten Existing Rafters or Add Additional Bracing.

The Undersigned agrees to commence actual physical work, on site, with an adequate force and equipment within ten (10) days following a date to be specified in a written order to proceed, issued by the Owner and to substantially complete all work within **150** calendar days from and including said date.

In submitting the Bid, it is understood that the right is reserved by The Housing Authority of The City of Augusta, Georgia to reject any and all bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the Undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the

Contractor Name and Initial \_\_\_\_\_

Undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to him for signature.

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

The Bidder represents that he/she has has not participated in a previous Contract or Sub-Contract subject to the Equal Opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he/she has has not filed all required compliance reports signed by proposed Sub-Contractors, will be obtained prior to Sub-Contractor awards. (The above representation need not be submitted in connection with Contracts or Sub-Contracts, which are exempt from the clause.)

Certification of Non-Segregated Facilities: By signing this bid, the bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom , or otherwise. He/she further agrees that (except where he/she has obtained identical certifications form proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$ 10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

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

Contractor Name and Initial \_\_\_\_\_

\*RECEIPT OF THE FOLLOWING ADDENDUM IS ACKNOWLEDGED.

\_\_\_\_\_

Federal Work Authorization User ID (E-Verify) Number: \_\_\_\_\_

**\*\*NOT TAX ID NUMBER\*\***

DATE: \_\_\_\_\_

\_\_\_\_\_  
(COMPANY NAME)

OFFICIAL ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
*\*Note: Contractor shall list all addendum to Plans and Specifications which you acknowledge to have received.*

**DOCUMENTS REQUIRED for BID:**

- 1. This Bid Form**
- 2. Previous Participation Certificate (HUD 2530)**
- 3. Debarment Certification**
- 4. Non-Collusive Affidavit**
- 5. Drug Free Certification**
- 6. E-Verify Affidavits for Contractor and, if applicable, for ALL Subcontractors and Sub-subcontractors**
- 7. Section 3 Business Certification**
- 8. Representations, Certifications and Other Statements of Bidders (HUD-5369-A)**
- 9. Bid Bond**
- 10. Documents must be in a sealed envelope with contractor's name, name of project bidding on, and date of bid prominently and clearly displayed on the front.**

Contractor Name and Initial \_\_\_\_\_

**SPECIAL NOTE: Successful bidders WILL be required to provide names and E-verify numbers of all Subcontractors, and Sub-subcontractors as well as the names of proposed suppliers (if available) within ten (10) calendar days of notification of a successful bid (and prior to signing of the Contract). Failure to do so may be cause for rejection of the Bid.**

Contractor Name and Initial \_\_\_\_\_

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

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



# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Jacob L. Oglesby  
Executive Director  
Augusta Housing Authority  
1435 Walton Way  
Augusta, GA 30901

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



# General Conditions for Construction Contracts - Public Housing Programs

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

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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 180 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 20 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 an 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 \$ 200.00 [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 \$ 500K [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 \$ 500K [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).

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#### 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

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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.



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- (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.

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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.

## **DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND**

(Required for Construction Contracts in Excess of \$100,000)

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the contract.
3. The penal sum shall not be less than that required in the Specifications.
4. If the Principals are partners, or joint venturers, each member shall execute bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under his corporate seal. If the corporation has no corporate seal, the fact shall be stated, in which case a scroller adhesive seal shall be affixed following the corporate seal.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary thereof, under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be the true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the contract.
9. The following information must be placed on the bond by the surety company:
  - a. The rate of premium in dollars per thousand, and
  - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the contract (original counterpart) intended for signing.
13. The Surety Companies executing the bonds must not only be authorized to transact business in the State of Georgia, but also must be registered and appear listed on the U. S. Treasury Department's Circular No. 570 (Most Current List).

# BID BOND

(Required for Construction Bids Exceeding \$100,000)

## KNOWALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal

(Legal Name and Address of Contractor)

(hereinafter called the "Principal"), and

\_\_\_\_\_ as Surety

(Legal Title and Address of Surety)

hereinafter referred called the Surety, are held and firmly bound unto the Housing Authority of the City of Augusta, Georgia, a body politic and corporate, created by the Housing Authorities Law for the State of Georgia, the penal sum of \$(\_\_\_\_\_)

(Amount of Contract in Dollar Amount)

in lawful money of the United States of America, for the payment of which sum will and truly be made, we bind ourselves, our heir, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_ for:

**NOW, THEREFORE**, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified within thirty (30) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Housing Authority of the City of Augusta, Georgia in accordance with the Bid as accepted, and give bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give bond within the time specified, if the Principal shall pay the Housing Authority of the City of Augusta, Georgia the difference between the amount specified in said Bid and the amount for which the Housing Authority of the City of Augusta, Georgia may procure the required work or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect; otherwise to remain in force and virtue.

**IN WITNESS WHEREOF**, the above bounded parties have executed this Instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the Presence of:

\_\_\_\_\_  
Plain Witness

\_\_\_\_\_  
(Individual Principal) (SEAL)

\_\_\_\_\_  
Notary

\_\_\_\_\_  
(Business Address) (SEAL)

ATTEST:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

Affix Corporate Seal

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

ATTEST:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

Affix Corporate Seal

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

*(The above is to be filled in by Surety Company, and the power of attorney of person signing for the Surety Company must be attached.)*

COUNTERSIGNED: \_\_\_\_\_(Resident Agent)

\_\_\_\_\_  
(Print Name of Resident Agent Above)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within Bond; that \_\_\_\_\_ who signed the bond on behalf of the Principal was then the \_\_\_\_\_ of said Corporation; that I know his signature, and his signature is genuine; and that the said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Signature)

Affix Corporate Seal

**PAYMENT BOND**

(Required for Contracts in Excess of \$100,000)

**KNOWALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ as Principal  
(Legal Name and Address of Contractor)  
(hereinafter called the "Principal"), and

\_\_\_\_\_ as Surety  
(Legal Title and Address of Surety)

hereinafter referred called the Surety, are held and firmly bound unto the Housing Authority of the City of Augusta, Georgia, a body politic and corporate, created by the Housing Authorities Law for the State of Georgia, for use of the Housing Authority of the City of Augusta, Georgia, and for the use and protection of all subcontractors and all persons supplying labor, materials, machinery and equipment in the prosecution of the work in the contract referred to, in the full and just sum of \$(\_\_\_\_\_)

\_\_\_\_\_  
(Amount of Contract in Dollar Amount)

in lawful money of the United States of America to be paid to the Housing Authority of the City of Augusta, Georgia, its successors and assigns to which payment will and truly be made, we bind ourselves, our heir, executors, administrators, successors and assigns jointly and severally, firmly by these documents.

**WHEREAS**, the Principal has entered into a contract with the Housing Authority of the City of Augusta, Georgia, dated \_\_\_\_\_, 20\_\_ for the construction and completion of

\_\_\_\_\_,  
all in accordance with the Drawings, Specifications, and other documents related thereto; and

**WHEREAS**, it was one of the conditions of the award of the Housing Authority of the City of Augusta, Georgia, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed.

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligations thereunder, including the Specifications and proposals therein referred to and made a part thereof, and such alterations as may be made on such Specifications as therein provided for, and shall indemnify and save harmless the Housing Authority of the City of Augusta, Georgia, against or for all costs, expenses, damages, injury, or loss to which the Housing Authority of the City of Augusta, Georgia may be subjected by reason of wrongdoing, infringement, misconduct, want of care or skill, negligence, or default, including patent infringement, on the part of the Principal, his agents or employees in the execution or performance of said contract, and shall promptly pay all just claims for damages or injury to the property and shall also promptly pay all just claims for all work done by subcontractors and all persons supplying labor, materials, machinery and equipment in the prosecution of the work described in the contract, this obligation is to be void.



And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract for the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

The undersigned Principal and Surety further agree that in each and every suit brought against the obligor upon this bond by the obligee in which the obligee shall be successful, there shall be assessed against the obligor in favor of the obligee, attorneys' fees, equal to 15% of the amount recovered which the obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

The undersigned Principal and Surety do further hereby consent and yield to the jurisdiction of the State Civil Courts of Richmond County, Georgia, and shall assure and protect all subcontractors and all persons supplying labor, materials, machinery and equipment in prosecution of their work, all as required by applicable law.

This bond shall be for use of the Housing Authority of the City of Augusta, Georgia, and for use of all subcontractors and all persons supplying labor, materials, machinery and equipment in the prosecution of the contract herein referred to.

**IN WITNESS WHEREOF**, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In the Presence of:

\_\_\_\_\_ (SEAL)  
Plain Witness (Individual Principal)

\_\_\_\_\_ (SEAL)  
Notary (Business Address)

ATTEST: \_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_ (Business Address)  
Witness

BY: \_\_\_\_\_  
(Signature)

Affix Corporate Seal

\_\_\_\_\_  
(Print Name)

ATTEST:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

BY: \_\_\_\_\_

(Signature)

Affix Corporate Seal

\_\_\_\_\_  
(Print Name)

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

The total amount of premium charges is \$ \_\_\_\_\_.

*(The above is to be filled in by Surety Company, and the power of attorney of person signing for the Surety Company must be attached.)*

COUNTERSIGNED: \_\_\_\_\_ (Resident Agent)

\_\_\_\_\_  
(Print Name of Resident Agent Above)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within Bond; that \_\_\_\_\_ who signed the bond on behalf of the Principal was then the \_\_\_\_\_ of said Corporation; that I know his signature, and his signature is genuine; and that the said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Signature)

Affix Corporate Seal

# PERFORMANCE BOND

(Required for Contracts in Excess of \$100,000)

## KNOWALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal

(Legal Name and Address of Contractor)

(hereinafter called the "Principal"), and

\_\_\_\_\_ as Surety

(Legal Title and Address of Surety)

hereinafter referred called the Surety, are held and firmly bound unto the Housing Authority of the City of Augusta, Georgia, a body politic and corporate, created by the Housing Authorities Law for the State of Georgia, for use of the Housing Authority of the City of Augusta, Georgia, in the full and just sum of \$(\_\_\_\_\_)

(Amount of Contract in Dollar Amount)

in lawful money of the United States of America to be paid to the Housing Authority of the City of Augusta, Georgia, its successors and assigns to which payment will and truly be made, we bind ourselves, our heir, executors, administrators, successors and assigns jointly and severally, firmly by these documents.

**WHEREAS**, the Principal has entered into a contract with the Housing Authority of the City of Augusta, Georgia, dated \_\_\_\_\_, 20\_\_ for the construction and completion of

\_\_\_\_\_,  
all in accordance with the Drawings, Specifications, and other documents related thereto; and

**WHEREAS**, it was one of the conditions of the award of the Housing Authority of the City of Augusta, Georgia, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed.

**NOW, THEREFORE**, the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligations thereunder, including the Specifications and proposals therein referred to and made a part thereof, and such alterations as may be made on such Specifications as therein provided for, and shall indemnify and save harmless the Housing Authority of the City of Augusta, Georgia, against or for all costs, expenses, damages, injury, or loss to which the Housing Authority of the City of Augusta, Georgia may be subjected by reason of wrongdoing, infringement, misconduct, want of care or skill, negligence, or default, including patent infringement, on the part of the Principal, his agents or employees in the execution or performance of said contract, this obligation is to be void.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract for the work to be performed hereunder or the



ATTEST:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Business Address)

BY: \_\_\_\_\_

(Signature)

Affix Corporate Seal

\_\_\_\_\_  
(Print Name)

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

The total amount of premium charges is \$ \_\_\_\_\_.

*(The above is to be filled in by Surety Company, and the power of attorney of person signing for the Surety Company must be attached.)*

COUNTERSIGNED: \_\_\_\_\_ (Resident Agent)

\_\_\_\_\_  
(Print Name of Resident Agent Above)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within Bond; that \_\_\_\_\_ who signed the bond on behalf of the Principal was then the \_\_\_\_\_ of said Corporation; that I know his signature, and his signature is genuine; and that the said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Signature)

Affix Corporate Seal

# Previous Participation Certification

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

U.S. Department of Agriculture  
Farmers Home Administration

OMB Approval No. 2502-0118  
(exp. 9/30/2009)

**Part I To be completed by Principals of Multifamily Projects. See Instructions Reason for Submitting Certification**

**For HUD HQ/FmHA use only**

1. Agency Name and City where the application is filed

2. Project Name, Project Number, City and Zip Code contained in the application

3. Loan or Contract Amount

4. Number of Units or Beds

5. Section of Act

6. Type of Project (check one)

Existing

Rehabilitation

Proposed (New)

**List of All Proposed Principal Participants**

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)

8. Role of Each Principal in Project

9. Expected % Ownership Interest in Project

10. Social Security or IRS Employer Number

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

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

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

I further certify that:

1. Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.

- a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
- b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
- c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
- d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
- e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.

(A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

- f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
- g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
- 3. **All** the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
- 4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part O and

USDA's Standard of Conduct in 7 C.F.R. Part O Subpart B.

- 5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
- 6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
- 7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- 8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)

Area Code and Telephone No.

**Schedule A: List of Previous Projects and Section 8 Contracts.** By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "**No previous participation, First Experience.**"

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation?		6. Last Mgmt. and/or Physical Inspctr Rating
				Yes	No If "Yes," explain	

**Part II – For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

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

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

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

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

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

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

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

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

## Who Must Sign and File Form HUD-2530:

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

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

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

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

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

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

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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

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

## Specific Line Instructions:

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

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

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

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

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

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

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

**Block 8:** Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."



**Block 9:** Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

**Block 10:** Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

**Instructions for Completing Schedule A:**

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

**Column 2** List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

**Column 3** List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

**Column 4** Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

**Column 5** Explain any project defaults during your participation.

**Column 6** Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

**No Previous Record:** Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

**Master List System:** If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "**Master List**." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List  
Participation and Compliance  
Division – Housing  
U.S. Department of Housing and  
Urban Development  
451 Seventh Street, S.W.  
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

**If you have withdrawn from a project** since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

**Certification:**

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

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

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

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

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

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

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

## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions\***

(\*Note: Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds.)

*Title 24 Code of Federal Regulations Part 24 requires that Augusta Housing Authority (AHA) not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. You are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.*

*If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:*

- *List of Parties Excluded From Federal Procurement and Nonprocurement Programs, issued by the U.S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 (Reference Stock # 722-002-00000-8). The telephone number is 202-512-1800.*
- *Internet access is also available at <http://epls.arnet.gov>*

### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or \_\_\_\_\_  
(Contractor's/Company Name)  
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed: \_\_\_\_\_  
(Authorized Recipient Name/Title)

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

State of )  
  ) ss.  
County of )

being first duly sworn, deposes and says,

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

*Offeror*, if the Offeror is an Individual  
*Partner*, if the Offeror is a Partnership  
*Officer*, if the Offeror is a Corporation

*Subscribed and sworn to before me,*

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

**2. Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

# Required Participation in E-Verify by all Contractors, Subcontractors, and Sub-subcontractors

## **2011 HOUSE BILL 87 RESOURCES**

### **SECTION 3 AFFIDAVITS**

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program. Before a bid for any such service is considered by a public employer, the bid shall include a signed, notarized affidavit from the contractor....” O.C.G.A. §13-10-91(b)(6) states, in part, “No later than August 1, 2011, the Department of Audits and Accounts shall create and post on its website form affidavits for the federal work authorization program.” The Department of Audits and Accounts requested the assistance of the Department of Law to draft the affidavits required by this Code section:

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) [\[PDF\]](#) [\[Microsoft Word\]](#)

Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3) [\[PDF\]](#) [\[Microsoft Word\]](#)

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4) [\[PDF\]](#) [\[Microsoft Word\]](#)

This Code section addresses contracts for the physical performance of services. The Department of Law has been requested to provide guidance on the applicability of this Code section to contracts other than public works contracts. Public employers, as defined in O.C.G.A. §13-10-90, are strongly encouraged to review the guidance in the following PDF. The Georgia Department of Audits and Accounts’ staff cannot provide legal advice or legal assistance regarding this guidance. Please consult your agency’s attorney if you need legal advice or legal assistance beyond what is provided.



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



## OFFICIAL NOTICE

# RESIDENTIAL AND GENERAL CONTRACTORS MUST BE LICENSED EFFECTIVE JULY 1, 2008

Pursuant to Georgia law O.C.G.A. 43-41, the following contractor types must obtain a license from the **Georgia State Board of Residential and General Contractors** by July 1, 2008:

- **Residential-Basic Contractor:** Those who perform contract work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height.
- **Residential-Light Commercial Contractor:** Those who perform contract work or activity related to multifamily and multiuse light commercial buildings and structures.
- **General Contractor:** Those who perform unlimited contractor services in commercial construction, including private, public, institutional and industrial contracting.
- **General Contractor Limited Tier:** Those who perform contractor services in commercial construction, including private, public, institutional and industrial contracting. These contractors have an established limit of \$500,000.00 per contract.
- **All applicants for licensure must pass a two part examination:** A practical section related to the license they are trying to obtain and a business and law section. Applications for examination may be found on the Board's website at: [www.sos.ga.gov/plb/contractors](http://www.sos.ga.gov/plb/contractors). Once approved by the Board to sit for the examination, applicants will receive a letter with instructions to schedule the examination. Examinations are offered Mondays through Fridays in Atlanta, Macon, and Tifton.

***For a comprehensive list of frequently asked questions, forms, state laws, and board rules, please visit: [www.sos.ga.gov/plb/contractors](http://www.sos.ga.gov/plb/contractors).***

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Executive Director  
Housing Authority of the City of Augusta  
1435 Walton Way  
Augusta, GA 30914

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO

## BAJO LA LEY DAVIS-BACON

### PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

#### SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

#### SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

#### CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

#### APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

#### PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Executive Director  
Housing Authority of the City of Augusta  
1435 Walton Way  
Augusta, GA 30914

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## **General Conditions for Housing Construction Contracts Public Housing Programs**

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

#### **Article 40 HUD 5370**

- (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).

## **Special Conditions**

### **Section 3 Requirements, 24 CFR Part 135**

Section 3 of the HUD Act of 1968, as amended in 1994 applies to direct financial assistance awarded, provided, or otherwise made available under any program administered by HUD, in the form of loans, grants, cooperative agreements, subsidies, contributions, or other types of financial assistance provided in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities, and new community development. *Refer to Clause 40 of the General Conditions of the Contract for Construction, Public and Indian Housing Programs, form HUD-5370 dated November 1992.*

**Section 3 Area**, for the purposes of job training and employment, for this project is the City of Augusta and Richmond County, Georgia.

**Section 3 Area Resident** for this project, means any individual who resides within the City of Augusta and Richmond County, Georgia, and whose family income does not exceed 80% of the median income of the metropolitan statistical area in which the project is located and as updated by the US Department of Housing and Urban Development.

**Section 3 business** for this project means any business that is owned 51% or more by Section 3 Residents: A business whose current full time employees, either temporary, seasonal or permanent, consist of at least 30% Section 3 Residents or whose current permanent, full time employees were Section 3 Residents when they were first hired and the period from the date they were first hired to the date of certification does not exceed three (3) years, or a business that provides sufficient evidence to assure a commitment to subcontract more than 25% of the total dollar amount of all subcontracts to Section 3 Business.

#### **Points of Contact:**

The University of Georgia  
Small Business Development Center  
1450 Greene Street, Suite 3500  
Augusta, Georgia 30901  
Phone (706) 721-4545  
FAX (706) 721-4554

Georgia Department of Labor  
Career Service Center  
601 Greene Street  
Augusta, Georgia 30901  
Phone (706) 721-3131  
FAX (706) 721-7680

Richmond/Burke Job Training Authority, Inc.  
209 Seventh Street  
Augusta, Georgia 30901  
Phone (706) 721-1858

In order to properly document that each of our contractors is attempting to obtain the required number of applicants, the successful bidder will be requested to forward a copy of their letter of introduction to each organization contacted. A sample copy of a form letter may be obtained if requested from the Planning and Development Department of the Augusta Housing Authority.

**To the greatest extent possible where there is a training program, Section 3 area residents receiving preference for training. The contractor and subcontractor are obligated under part 1235 Subpart B of the regulations to the maximum number of persons in training categories and to fill all vacant training positions which remain unfilled after a good faith effort has been made to fill them with eligible/qualified Section 3 area residents.**

In general the contractor and subcontractors must:

- a. Identify the number of positions, by skill level, required to plan and implement the work done under the Section 3-covered project;
- b. Determine how many of these positions are currently filled and which are not filled by regular, permanent employees; and
- c. Establish a target within each occupational category for the number of positions to be filled by Section 3 area residents.



Examples of actions demonstrating a good faith effort include:

- a. Targeted recruitment of Section 3 area residents for training and employment positions by taking such steps as:
  - Advertising in local media,
  - Prominently placing a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken,
  - Contacting local job training centers, employment service agencies and community organizations,
  - Developing on-the-job training opportunities or participating in job training programs,
  - Contacting assisted housing resident councils.
- b. Keeping a list of Section 3 area residents who apply on their own or by referral for available positions;
- c. Sending to labor organizations or representatives of workers with whom the contractor and subcontractors have a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3; and
- d. Selection of Section 3 area residents for training and employment positions.

Contractors and subcontractors must fulfill their obligations to utilize Section 3 business concerns by developing and implementing a Business Utilization Plan. A Business Utilization Plan should be submitted by each contractor or subcontractor submitting a bid for a covered project. The Business Utilization Plan will be a part of the evaluation process of each bid to determine whether the proposed Business Utilization Plan will accomplish the stated goals. The Business Utilization Plan includes:

- a. An approximate number and dollar value of contracts to be awarded over the duration of the Section 3 covered project (this estimate should be broken down by type of business or profession);

- b. Based on an analysis of the estimated contract needs, a target number and value of contracts to be awarded to Section 3 business concerns (these targets should consider the availability of Section 3 business concerns within the categories identified in the initial estimate of contract needs); and
- c. A program or strategy for achieving the targets established for awards to Section 3 business concerns, such as dividing total work requirements into small sub-tasks; joint ventures between a large business and a Section 3 business concern.

Section 3 regulations require contractors to keep records and submit reports which will allow HUD and the housing authority to ascertain compliance with Section 3 regulations. In addition to submission of the Business Utilization Plan will accomplish the stated goals. The Business Utilization Plan with the contractor's bid, the following documents must also be submitted with the contractor's bid:

- a. A Section 3 Business Application and
- b. Section 3 Business Certification.
- c. Section 3 Business Re-Certification (if Applicable)

In addition to the weekly payrolls required to be submitted by the contractor and each subcontractor in accordance with Clause 47 of the General Conditions of the Contract for Construction, Public and Indian Housing, form HUD-5370 dated November, 1992, the contractor and each subcontractor shall submit a listing of Section 3 area residents employed on this project with each weekly payroll.

**The contractor will also return a completed copy of the Section 3 Reporting form provided by the Augusta Housing Authority to the Authority with the completion documents and/or at the end of each budget fiscal year. The Authority will notify the contractor of the dates for submission of this document.**

Failure or refusal to comply and give satisfactory assurances of future compliance with the requirements of the Section 3 Clause shall be proper basis for applying sanctions. Any or all of the following sanctions may be taken, as appropriate: cancellation, termination, or suspension in whole or in part of the contract; a determination of ineligibility or debarment from any further contracts with respect to which the failure or refusal occurred until satisfactory evidence has been received, and referral to the Department of Justice for appropriate legal action.

## **SECTION 3 BUSINESS CERTIFICATION**

The undersigned bidder/contractor certifies as part of its bid or contract that it is a section 3 business as indicated below (check applicable box):

- Category 1 Business: A business that is owned 51% or more by Section 3 Residents.
- Category 2 Business: A business whose current full time employees, either temporary, seasonal or permanent, consist of at least 30% Section 3 Residents or whose current permanent, full time employees were Section 3 Residents when they were first hired and the period from the date they were first hired to the date of certification does not exceed three (3) years.

A Section 3 resident is defined as any low or very low income person residing within Richmond County. Low income is defined at 80% of the area median income based on family size.

<u>Family Size</u>	<u>Maximum Income</u>
1	\$36,900
2	\$42,200
3	\$47,450
4	\$52,700
5	\$56,950
6	\$61,150
7	\$65,350
8	\$69,600

- Category 3 Business: A business that provides sufficient evidence to assure a commitment to subcontract more than 25% of the total dollar amount of all subcontracts to Section 3 Businesses.
- Is not a Section 3 Business.

---

_____	_____
Business Name	Project
_____	_____
Business Address	Certifying Signature
_____	_____
Title	Date

**Affidavit:**

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a Section 3 Business, any false statements, omissions, or other misrepresentations made by me on this application may result in immediate contract dismissal and/or debarment from future federally-funded projects. The Undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Augusta Housing Authority in verification of the recitals comprising this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Contractor/Owner

\_\_\_\_\_  
Title

State of Georgia     )  
  )SS  
County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the forgoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

## SECTION 3 BUSINESS UTILIZATION PLAN

### Company Contact Information

Company Name	
Street Address	
City, ST, ZIP Code	
Contact Name	
Phone	
E-Mail Address	
Project Name	

### Instructions

*Complete this form and return to The Augusta Housing Authority before signing the construction contract.*

*Executive Director  
1435 Walton Way  
Augusta, GA 30901*

*To receive Section 3 preference on a bid award, businesses must submit a Section 3 Utilization Plan. Section 3 Utilization Plans must be submitted individually with each project awarded. The Utilization Plan must be approved before a contract will be signed. The Augusta Housing Authority will not move forward with funding of any Section 3 preference awards until the Section 3 Utilization plan and Section 3 Application are approved. The Section 3 Utilization plan will be bound in the contract. All subcontractors underneath the general contractor with contracts \$100,000 or more must likewise comply with the Section 3 Utilization Plan.*

### Subcontractors Working on this Job

	Name & address of subcontractors for this bid	Are they Section 3?	Qualifying Condition	Total Contract Award
1				
2				
3				
4				
5				
6				

## Current Workforce Information

*Detail the company's current workforce information.*

Number of Current Employees & job functions:	
How many employees will work on this project? What are their job functions?	
Are you going to hire additional employees? For which positions?	
Are you going to subcontract any work? Explain	
Do the owners work on-site? In what capacity?	
Do you have an office staff? How many people?	
Other pertinent information:	







## Affidavit of Commitment

By signing below our company gives firm commitment to include in all bids the Section 3 Plan (once approved by The Augusta Housing Authority) which identifies activities to comply with the Section 3 program and The Augusta Housing Authority Section 3 clause. Our company also gives firm commitment to conduct aggressive outreach and notification to potential Section 3 residents and businesses for hiring opportunities. Our company gives firm commitment to inform area employment agencies of jobs available from the established job pool of Section 3 area residents. Our company commits to implement the Utilization Plan proposed in this document as well as any additional The Augusta Housing Authority requirements to the fullest extent possible. If awarded the project this Utilization Plan becomes part of our contract with The Augusta Housing Authority for this project. It is our responsibility to follow, document and prove that the company has implemented the Utilization Plan. Any direct violation of this Utilization Plan may result in corrective actions and/or termination of the contract.

---

*Printed Name and Title of Certifying Officer in the Company*

---

*Name of the Company*

---

*Certifying Officer Signature*

---

*Date*

"General Decision Number: GA20200048 01/03/2020

Superseded General Decision Number: GA20190048

State: Georgia

Construction Type: Residential

Counties: Burke, Clarke, Columbia, Madison, McDuffie, Oconee, Oglethorpe and Richmond Counties in Georgia.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number      Publication Date  
                                  0                                   01/03/2020

\* ELEC0613-012 09/02/2019

Clarke, Madison, Oconee and Oglethorpe Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 32.35	32%
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ELEC1579-006 10/01/2018		

Burke, Columbia, McDuffie, and Richmond Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 24.93	14.17
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ENGI0474-008 07/01/2013		

Burke, Columbia, and Richmond Counties

	Rates	Fringes
Operating Engineers: Backhoe, Compactor, and Loader.....	\$ 22.72	12.30
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ENGI0926-010 07/01/2018		

Clarke, Madison, McDuffie, Oconee, and Oglethorpe Counties

	Rates	Fringes
Operating Engineers: Backhoe, Compactor, and Loader.....	\$ 22.35	11.08
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PAIN0193-005 08/01/2017		

Clarke, Madison, Oconee, and Oglethorpe Counties

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 18.00	6.90
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PAIN1756-003 04/01/2018		

Burke, Columbia, McDuffie, and Richmond Counties

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 21.92	10.61
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SHEE0085-004 08/01/2011		

	Rates	Fringes
SHEET METAL WORKER Buildings up to 100,000 square feet.....	\$ 25.49	11.73
Buildings over 100,000 square feet.....	\$ 29.70	13.41

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional.

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SUGA2008-104 08/14/2008

	Rates	Fringes
BRICKLAYER.....	\$ 13.83	0.00
CARPENTER.....	\$ 13.11	1.89
CEMENT MASON/CONCRETE FINISHER...	\$ 13.02	3.52
LABORER: Common or General.....	\$ 7.25	0.00
LABORER: Mason Tender.....	\$ 8.00	0.00

OPERATOR: Bulldozer.....	\$ 13.66	3.05
OPERATOR: Excavator.....	\$ 8.96	0.00
PLUMBER.....	\$ 10.86	0.00
ROOFER.....	\$ 9.47	0.00
TRUCK DRIVER.....	\$ 12.17	0.83

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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.

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#### 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.

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END OF GENERAL DECISION

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## Special Conditions

1. General Scope:

The Contractor will include in the bid the cost for all labor, materials, supervision, transportation, storage, taxes, fees, etc. that will be required for Re-Roofing of 25 Buildings at Jennings Place, GA001000110, Augusta, Georgia.

By submitting a bona fide bid, the Contractor will be certifying that they have fully read, understand and will comply with all Contract Documents.

Specifications and submittal information follow in subsequent sections of this manual.

2. OWNER:

Wherever the term "PHA", "AHA", "Augusta Housing Authority", or "Housing Authority of the City of Augusta" or any derivation thereof appears in these specifications, it shall mean the

Housing Authority of the City of Augusta, Georgia  
1435 Walton Way, Augusta, Georgia 30901

Use of the term Housing Authority Representative will be understood to mean, the Executive Director or any representative he so designates.

3. BIDS:

Bids shall be submitted as specified in the General Conditions and as shown on the Bid Forms.

4. CHARACTER OF WORKERS:

The AHA may require the Contractor to remove from the work site such employees as the AHA deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work site is deemed by the AHA to be contrary to the public interest. Additionally, the AHA may request the contractor (or a proposed subcontractor) provide a minimum of five (5) references of similar work over the past two years. If requested the contractor must provide the required references within one week of the request from the AHA. Failure to provide adequate references or providing false or incorrect references may result in the contractor being declared ineligible. The AHA retains the right to determine the contractor's eligibility.



5. COMPLIANCE WITH SECTION 3 OF THE U.S. DEPARTMENT OF HUD ACT OF 1968.

Prior to bidding the contract, the contractor will become acquainted with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701u (Section 3) (hereinafter referred to as Section 3). Evidence of contact with local agencies, in the form of copies of letters of interest to these agencies, will be transmitted to the Authority within ten (10) days of the notice to proceed.

6. WAIVER OF PERMITS AND FEES:

As a government agency, we are not required to obtain most permits due to our property being Federal. The Contractor will be required to pay for all permit fees should any be required by the appropriate government agencies for this project. This deals with permits for electrical, water, gas, sewer, plumbing, and construction permits. Permits for unusual conditions or materials will be identified in the specifications and be part of the base bid. The general contractor and any subcontractor must obtain a business license from the appropriate local government agencies at the contractor's expense.

7. LAND FILL FEE:

Dumping fees will be charged for this project and will be paid by the contractor. The Richmond County Landfill located approximately 35 miles (round trip) from the project site. The contractor will pay all costs for hauling to and from the Richmond County Landfill. Additionally, the contractor will handle disposal of all materials produced on the site.

8. COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature pages of the Contract, or at such other location stated on the signature pages of the Contract or at such other office as he may from time to time designate in writing to the AHA, by depositing in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the AHA shall, unless otherwise specified in writing to the Contractor, be delivered to the Housing Authority of the City of Augusta, Georgia, at the J. Madden Reid Administration Building, 1435 Walton Way, Augusta, GA 30901 and any notice to or demand upon the AHA shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage prepaid envelope, to said Housing Authority of the City of Augusta, Georgia, J. Madden Reid Building, 1435 Walton Way, Augusta, GA 30901 or to

such other representatives of the AHA or to such other address as the AHA may subsequently specify in writing to the Contractor for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

9. CONTRACTOR USE OF PREMISES:

Limit use of the premises to construction activities in areas indicated; allow for Owner Occupancy and use by the public.

Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

Keep driveways and entrances clear at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements for storage of materials.

Pursuant to 24 CFR Parts 965 and 966, the AHA has adopted the following policy: The use of prohibited tobacco products by residents, guests, vendors, contractors, and Augusta Housing Authority (AHA) staff is prohibited in all public housing living units and interior areas (including but not limited to hallways, porches, balconies, elevators, rental and administrative offices, maintenance facilities, shops, laundry rooms, warehouses, and similar structures), as well as in outdoor areas within 25 feet from public housing, administrative and maintenance office buildings and agency vehicles.

Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, pipes, Electronic Nicotine Delivery System (ENDS) and waterpipes (hookahs).

10. USE OF EXISTING BUILDINGS:

Maintain the existing buildings in a secure and weather tight condition throughout construction. Repair damage caused by construction operations. Take precautions necessary to protect the buildings and occupants during the construction period. This may include erection of temporary enclosures and additional security measures as may be stipulated by conditions.

11. FULL OWNER OCCUPANCY:

The Owner will occupy the site and existing buildings during construction. Cooperate with the Owner to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations.

12. COOPERATION:

The general contractor and all subcontractors shall cooperate with one another and with other contractors doing related work and shall coordinate their work with the work or other trades and other contractors so as to facilitate the general progress of the work. Each trade shall afford all other trades and other contractors every reasonable opportunity to perform their work and for the storage of their materials.

13. MANNER OF PERFORMING WORK:

The work shall be organized and arranged in such a manner and method so as to cause the minimum of interference with the conduct of the Authority's operations. Rights of residents, in surrounding dwelling units where work is being done, shall be respected. Workmen shall be restricted from all buildings other than those at which work is being done.

Before any of the contract work is begun, the Contractor shall confer with the AHA and make arrangements for available trucking space on the project sites for delivery of the materials, equipment, etc., and storage of same, means of access to the premises and buildings. If no space is available for storage of materials, equipment, etc., on the project sites, the Contractor shall make arrangements for storage of same elsewhere. Parking and storage areas for Contractors shall be designated by the AHA. The area shall be left clean and restored to the same condition as when accepted by the Contractor.

Present trucking areas, streets, walks and parking areas shall not be obstructed, but shall remain free and open to vehicular and pedestrian traffic at all times.

The Contractor will schedule to work so that the job is completed within the length of time set in the Contract Documents. If the Contractor is absent from the job for more than ten (10) consecutive days, without prior notice to the Owner. The Owner may declare the job abandoned and cancel the contract without incurring additional expenses (other than that due for physical work completed to that point).

No materials, equipment, etc., shall be stored on the project site or delivery to same, in such a manner so as to create hazardous conditions to the residents.

The Contractor shall remove all rubbish, debris and usable materials and items from the dwelling units, buildings and premises at the end of each working day. Rubbish, debris, etc., will not be permitted to accumulate in excessive amounts that, in the opinion of the owner, will become hazardous under foot and/or to vehicular traffic. **Trash burning on the project sites will not be permitted.**

**The Contractor will provide a schedule of work to ensure completion. This schedule WILL be updated as needed. Failure of the Contractor to comply with the schedule MAY be cause for removal from the Job. Schedule of work WILL BE required prior to the issue of pay request.**

14. OVERTIME WORK:

The contract is based on the usual normal working hours (8:00 AM to 5:00 PM local time) Monday through Friday. Saturday or holiday overtime work will be permitted providing arrangements are made with the AHA for access to the buildings and premises. Overtime work shall be at the discretion of the Contractor; however, additional cost to the AHA for overtime work will not be allowed. NO work on Sunday is permitted.

15. MATERIAL STORAGE:

All materials shall be stored at one site as designated by the AHA.

The Contractor shall pay for all costs required to adequately store materials from the environment and from theft or vandalism. Such facilities shall be subject to the approval of the AHA.

Upon completion of the contract work, or as directed by the AHA, the Contractor shall remove all such temporary structures and facilities from the sites and leave the premises in the same conditions as before starting the contract work and satisfactory to the AHA.

16. MEASUREMENTS AND DIMENSIONS:

Before ordering material and doing work which is dependent upon coordination and building conditions the Contractor shall verify all dimensions, elevations, grades, and pitch by taking measurements at the building and shall be responsible for the correctness of same. NO consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings and/or specifications.

17. COMPLIANCE WITH LAWS, CODES AND REGULATIONS, ETC.:

Supplementing the referenced provisions of the General Conditions, the successful bidder awarded this contract by signing the contract acknowledges the following:

1. Underground Gas Pipe Law and all amendments.
2. High Voltage Act and all amendments.
3. Occupational Safety and Health Act and all amendments.
4. National Plumbing Code and all revisions.
5. National Electrical Code and all revisions.

6. NFPA 101 Life Safety Code and all revisions

7. Southern Building Codes/International Building Code (as adopted by the State of Georgia) and all revisions.

By signing the contract, the contractor is representing that he is aware of all the provisions of these and other applicable laws. He also acknowledges responsibility for any damage or expense that may result during the execution of the contract. The above list may be altered by the scope of the work and should not be considered as all inclusive or exclusive of additional laws codes and regulations that may apply.

18. INSPECTIONS:

The AHA or its duly authorized representative shall have access at all times to the stock of materials and shall be furnished every reasonable facility for ascertaining that the workmanship is in accordance with the requirements and intent of the specifications. Defective work shall be made good and materials rejected shall be removed from the site.

Under the contract documents the Contractor has assumed the responsibility of furnishing all services, labor, and materials for the entire work in accordance with such documents. No provisions of this Article or any inspection of the work by the Owner, representatives of the Owner, engineers employed by the Architect, representatives of the Architect or the Architect shall in any way affect said responsibility and undertaking of the Contract; nor shall the failure of any of the foregoing to discover or bring to the attention of the Contractor the existence of any work or materials not in accordance with said contract documents in any way affect such obligations of the Contractor or the rights and remedies of the Owner as set forth in said contract documents.

19. UTILITIES:

The supply of utilities is the responsibility of the Contractor. The contractor is not allowed to plug into resident's outlets and must utilize generators, etc. for their power requirements. Regardless of services used during the construction phase, the finished unit will be in a condition that would allow immediate occupancy. All service runs, meters, and connections will be made by the contractor or at his expense. After acceptance by the AHA the contractor will cancel his responsibility for services.

20. EQUAL PRODUCTS:

References in these specifications or on the drawings to any article, device, product, material, etc., by name, brand, make or catalog number shall be interpreted as establishing a standard or quality and not to limit competition. Requests for a

similar product to be considered an "or equal" should be made in writing to the owner. Such documents should be provided that will establish that the substituted product is equal or superior to the specified product. The final decision for the acceptance or rejection of an "or equal" product will be the Owner.

21. OPTIONS:

Where specifications or drawings permit the use of alternate constructions at the option of the Contractor, the requirement of workmanship, fabrication, and installation as specified or shown for prime material or construction apply so far as practicable to the optional construction except as otherwise provided in the specifications. The Contractor shall submit alternate construction methods to AHA before proceeding with the work. Failure of the contractor to properly notify owner of alternate methods will relieve the owner of any financial obligation for additional cost.

22. SINGULAR NUMBERS:

Where any space, device, material, part of equipment, fixture and item is referred to in singular number or a note shown on one drawing only, such space, device, material, part of equipment, fixture, item and note shall be deemed to apply to as many such spaces, devices, materials, equipment, fixtures, items and drawings as required to complete the installation and contract work satisfactory to the AHA.

23. INTERRUPTION OF SERVICE:

While work is in progress, except for designated short intervals during which connections are to be made, continuity of service shall be maintained at all times. Interruptions shall be coordinated with the Owner as to time and duration. The Contractor shall be responsible for any interruptions to service and shall repair any damages to existing systems caused by operations.

24. MINOR ADJUSTMENTS:

Contractor will be permitted to make minor adjustments in the measurements shown on the drawings that cover new work, so that all revised and new work will properly fit, join, unite, and connect onto the present work, all in an acceptable and satisfactory manner. Minor adjustment in the measurements shall not change the design, general arrangements, or the fabrication of the work.

25. REFERENCED STANDARDS:

All references to codes, standards, instructions, technical society, associations, government specifications, etc., shall be understood to mean the current edition, amendments or revisions of the same.

26. CONSTRUCTION REQUIREMENTS:

Construction criteria applicable to this project are specifically outlined in the following publications, which are available on-line thru the HUD website:

Public Housing Comprehensive Improvements Assistance Program, Handbook 7485.1

Public Housing Modernization Standards, Handbook 7485.2

Manual of Acceptable Practices, Handbook 4930.1

Public Housing Development, Handbook 7417.1

Uniform Federal Accessibility Standards (FED STD 795, April 1, 1988).

27. PROTECTION OF EXISTING STRUCTURES, TREES AND SHRUBS:

The Contractor shall erect and maintain temporary protection around existing structures, particularly windows, and trees and shrubs subject to damage during the process of the work. The Contractor shall be responsible for the replacement or repair of any part of the buildings or property damaged by him during the course of the work.

28. BARRICADES:

The Contractor shall furnish, erect, paint and maintain all sufficient lights and reflectors, all barricades necessary for blocking off any excavation, walk, or street, or portion of walk or street, necessary for the project construction and for the protection of vehicular and pedestrian traffic.

29. EXISTING IMPROVEMENTS:

The Contractor shall maintain in operating condition and protect from damage all existing improvements including utilities, sewers, gutters, and other drains encountered, and repair to the satisfaction of the Owner any surface or subsurface improvement damaged during the work. The Contractor shall also make reasonable and satisfactory provisions for the maintenance of highway and street traffic.

30. RESTORATION OF PROPERTY:

The Contractor shall carefully restore to original condition all property defaced by operations or acts of any of his agents or employees. Such restoration shall include the repair or replacement of driveways, walks, plantings or other facilities.

31. CLEANING:

Upon completion of the contract work or any other part, the Contractor shall prepare and leave the premises, units and buildings in clean and acceptable conditions satisfactory to the AHA.

32. CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final certificate nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty workmanship or faulty materials, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall promptly correct, remedy, or remove from the premises all work condemned by the Architect as failing to conform to the contract or as being faulty in materials or workmanship, and the Contractor shall promptly replace and re-execute the work in accordance with the contract and without expense to the Owner. The Contractor shall give prompt notice to the Architect, with copy to the Owner, upon completion of the correction of any work or materials condemned by the Architect as not being in accordance with this contract. In the absence of said notice, it shall be and is presumed conclusively under this contract that there has been no correction of the condemned work or materials. If the Contractor does not remove, correct, or remedy faulty work, including any work called for by the contract documents but omitted, within a reasonable time, fixed by a written notice of the Owner, the Owner may remove the work, correct the work, or remedy the work at the expense of the Contractor. Correction of defective work executed under the plans and specifications, whether covered by warranty of a sub-contractor or materialman or by separate bond of any sub-contractor or materialman, remains the primary direct responsibility of the Contractor. The foregoing obligations of the Contractor shall remain in effect until the same shall have been extinguished by operation of the Statute of Limitations for the jurisdiction which the work is executed. As additional security for the fulfillment of such obligations, but in no way limiting it, the Contractor shall furnish to the Owner as a collateral instrument for use in connection with the Performance Bonds a written warranty and guarantee of the Contractor that all work executed under the plans and the specifications will be free from defects of materials and workmanship for a period of no less than one (1) year from the date of final acceptance. In the case of work performed by subcontractors and also whenever specific guaranties, warranties, or bonds are called for in the trade sections of the specifications, the Contractor shall furnish guaranties, warranties, or both for such a period of time as maybe stipulated and in no event for less than one (1) year, on which he himself is obligator and he shall obtain and furnish from the sub-contractors or materialmen warranties, guaranties, or bonds for such a period of time as may be stipulated, and in no event for less than one (1) year, which shall be in such form as to permit direct enforcement by the Owner against the sub-contractor materialmen: provided, however, that in the



latter instance the general contractor shall also be named as joint principal with such subcontractor or materialman in any bond, warranty, or guaranty, and the instrument shall state that liability is joint and several. The calling for and the furnishing of specific written warranties, guaranties, or bonds shall in no way limit the obligations of the Contractor set forth herein.

33. NOTICE OF DISPUTES:

The Contractor shall notify the Owner within ten (10) calendar days in writing of any change or discrepancy in conditions or work which may alter the price of the contract or increase the time of completion. Failure to do so shall relieve the Owner of any additional expenses related to the completion of the project. The Owner shall act on the dispute within sixty (60) days of receipt of the dispute, and the Owners decision shall be final. If the Owners decision is not satisfactory the Contractor may pursue the resolution in accordance with recognized practices, however this will not allow him justification to exceed the time limits established in the contract.

34. LABOR STANDARDS

**This job is covered under the Davis Bacon Wage Rate Standards. The Contractor will review the General Conditions and will abide by all conditions throughout the execution of the contract. Under Davis Bacon Wage Rates, all employees performing work on the site will either be carried on the payroll of the General Contractor or on the Payroll of an Approved Subcontractor. There are no "Independent" Contractors under the Davis Bacon Wage Rates. The General Contractor must submit, for review and approval, documentation as required in the Request for Acceptance of Subcontractors, before the subcontractor initiates work on the site. Additionally, the classification of HELPER is eliminated, and Helpers will be paid the wage for the duties they perform.**

35. TAX EXEMPT STATUS.

The Housing Authority of the City of Augusta, Georgia is a Tax-Exempt Government entity. This applies to sales taxes on direct purchases of materials by the Housing Authority with vendors or supplies. All successful contractors will be provided a State of Georgia Department of Revenue Sales and Use Tax Certificate of Exemption Georgia Purchaser or Dealer form (ST-5 (Rev. 05-00) before they begin operations on the site if so requested.

36. EVALUATION OF AMOUNTS.

Upon award of the contract, the successful bidder will be required to provide the Authority with a break own of charges for contract management purposes.

37. MINIMUM WAGE RATES

This job is run under Davis Bacon Wage Rates (a copy of the most recent wage rates is included here in). The contractor will consider Federal Prevailing Wage Rates and the changes as identified by Congress in the bidding of the job. Any increases in the Federal Minimum Wage will be adhered to strictly.

# Re-Roofing of 25 Units at Jennings Homes

## SCOPE OF WORK

The bid package shall cover the complete removal and replacement of the roofing system for 25 Buildings at Jennings Homes. Jennings Homes is a public housing development consisting of 25 Two Story Dwelling Buildings. The scope of work includes removal of the existing roofing, felt, ridge cap, gutter and downspouts to include permanent capping of drains abandoned with the removal of downspouts. Gutter and downspouts will **NOT** be replaced. Fill all nail holes with caulk closely matching fascia color. Power wash all fascia and soffit. Paint all vent piping projecting thru the roof with two (2) coats of paint. Installation of new flashing, drip edge, and boots around all roof penetrations. Installation of a new 25-year asphalt shingle roofing system over new Ice and Water Membrane and 19/32" exterior rated plywood over top of existing decking for the 25 buildings. Contractor to ensure the joints are staggered and not in line with original decking.

Any rotten, termite infested, or otherwise damaged materials not identified in the original scope of work that are found during demolition or construction will be repaired or replaced under change order at the price given with bid. The contractor will notify the AHA representative as soon as problems are discovered to expedite the job.

All material will meet or exceed quality in the profession to include but not limited to: Contact Owner prior to bidding with specific questions related to quality of material. All colors and materials will be approved by owner prior to purchase.

Sheathing Minimum 19/32" exterior rated plywood over top of existing sheathing

Underlayment – 36" wide resilient, non-woven glass fiber mat, which is permeated and coated with SBS modified bitumen to a thickness of approximately 1 mm (40 mils) conforming to ASTM D1970 over lapping each course a minimum of 6" and overlap over both sides of hips and ridges a minimum of 6". End laps must be at least 6" and located at least 24" from those in the previous course.

Shingles – standard 25-year warranty shingles (material and color to be approved by owner). Installed as per manufacturers specifications. (Submittal required)

Roof Vent – Provide continuous ridge vent complete with end caps. Use manufacturer's Plastic ridge vents comparable to "VentSure" manufactured by Owens Corning. (Submittal Required)

Rake and Eve Drip – drip shall be >.024" aluminum drip edge with a minimum of 2 1/2" flange, with a 3/8" drip at the lower edge by a minimum of 5" roof deck flange. Install no drip edge pieces shorter than 24" in length. Color shall be electrostatically coated black. (Submittal Required)

Flashing - .024" aluminum or 24-gauge G.I. flashing at all roof penetrations. .024 Gauge Counter Flashing at roof connection to brick wall.

The Contractor's attention is called to the requirements that the job be left free of debris and prevention of hazardous situations.

# **SAFETY SPECIAL NOTICE**

## **TO BE USED IF THE BUILDING BEING RE-ROOFED IS OCCUPIED**

While the roof is being replaced or repaired, the housing authority is requiring that the following special protocol be followed during the entire time that the roofing work is being done.

At the beginning of each work day, the contractor shall place a polyethylene protective cover on the ground around the entire perimeter of the building which shall extend a minimum of 6 foot from the edge of the building and be of a thickness of at least 6 mil.

At the end of each day the contractor shall roll up the polyethylene and clean it of any roofing debris such as nails. This is done primarily to prevent the occupants of the area stepping on a nail or cutting themselves on some metal debris.

Do not leave the polyethylene in place from the time of starting the project to its finish as it will damage any vegetation. Also, caution the occupants about walking across the poly as it will/may be somewhat slippery to walk upon. The liability shall be on the contractor to keep this site safe as always.

Install barriers to prevent occupants from accidentally walking under an area where roofing materials being removed or installed might inadvertently fall, possibly causing injury. At the end of each work day rake the perimeter of the building where work was in progress with a magnet to insure all nails have been retrieved.

Do not start this project unless sufficient tarp material is on hand to provide a temporary cover for the roof in the event of inclement weather

## **Minimum Accepted Standards & Materials**

**NOTE:** The following is a list of minimum quality standards and materials used in Augusta Housing Authority contracts. **Contractor is advised to verify project site conditions and quantities prior to submitting bid.**

### **SAFETY**

The government considers the Prime Contractor to be the “controlling authority” for all worksite safety and the health of each subcontractor(s). Contractors are responsible for informing their employees and subcontractors of the safety provisions, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out.

### **DEMOLITION**

Perform demolition in such a manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures. Provide safeguards, including warning signs, barricades, temporary fences, warning lights and/or other similar items that are required for protection of all personnel during demolition and removal operations. Dumpsters shall be placed to minimize disruption of vehicular and pedestrian traffic flow and shall be removed as soon as possible. Dumpster location to be approved by Housing Authority Representative prior to dumpster delivery. Plywood shall be placed beneath the dumpster contact points to minimize damage to asphalt, concrete or landscaping. A tarp shall cover the dumpster opening at all times work is not in progress.

### **CONCRETE**

Concrete minimum: 3000 psi with minimum rust on the rebar or metal mesh. Excessive rust shall be removed with a wire brush or similar means prior to placement. Rebar will be included in all concrete unless altered by specifications. Compact subbase to a minimum 95% maximum density. Schedule inspection of compacted subbase, concrete forms and rebar with Housing Authority Representatives prior to pour.

### **MASONRY**

All masonry units shall be delivered free of defects or damage. Store above grade, protected from contamination or damage. Verify correct sizes, shapes, colors and materials upon delivery. Anchors, ties and reinforcement shall be per the drawings and per the manufacturer’s installation instructions.

Wall ties minimum: Galvanized 14 gauge 1-1/2” wide with a minimum 2” embedment into bed joint; spaced 24” vertically and horizontally.

CMU wall reinforcing minimum: 3/16” x 8” nom. trussed wire design every two courses after bed joint.

### **MISC. METALS**

Metals exposed to the elements shall be non-ferrous, coated, hot-dip galvanized or stainless steel.

## **LUMBER**

General: #2 S.Y. Pine (Pressure Treated if in contact with concrete)

Truss members: Engineered Butt Top Chord to be fire resistant wood #2 Southern Yellow Pine.

Wall and Roof Sheathing: 3/4" APA Rated Exterior Plywood with clips on roof. (Unless otherwise noted in job specific Scope of Work or Specifications)

All other exterior plywood: 5/8" APA Rated Exterior Plywood.

Exterior Trim –Fascia etc.: Fir, trim and siding grade, finger joint acceptable.

For interior shelves: APA C-C 3/4" except for closets shall be A-B. Start 1" off interior face of door frame except for top shelf in pantry or linen closets which will be 6" off interior face of door frame.

Interior Finish and Trim – White Pine, C or better Fir.

Wood Base: 9/16" X 3 -1/4" Grade A white pine. Shoe mold: 1/2" x 3/4".

Chair and Window head: 3/4" X 3 1/2" Red Oak clear stain grade.

## **WINDOW SILLS**

Cultured Marble Window stools 3/4" thick.

## **PAINT**

Unless otherwise specified, paint to be obtained from AHA Facilities or Maintenance with any materials drawn from AHA deducted from contract.

Generally: Paint materials are to conform to the restrictions of the local Environmental and Toxic Control jurisdiction. Comply with Section 410 of the Lead-Based Paint Poisoning Prevention Act, as amended, and with implementing regulations promulgated by the Secretary of Housing and Urban Development. Regulations concerning prohibition against use of lead-based paint in federal and federally assisted construction, or rehabilitation of residential structures are set forth in HUD - Code of Federal Regulations, Subpart F, Title 24.

## **CABINETRY – No Particle Board**

Cabinet: 1/2" plywood cabinet with 3/4" plywood doors natural birch, plain sawn.

Countertop: Use softwood plywood 5/8" minimum.

Laminate: Butcher block unless otherwise noted – 0/050 min thickness grade GP-50.

## **INSULATION**

Attic: min R-38; Walls: min R-11. All class C siding shall be installed over Styrofoam insulation formed to match pattern of covering.

## **ROOFING**

Shingles: 12"x 36" with 5" exposure, 3 tab, 25-year class A (Materials will match existing and Contractor will get approval of samples prior to starting roof replacement).

Underlayment: 15# saturated felt. (Unless otherwise noted in job specific Scope of Work or Specifications)

Sheathing: Not less than 3/4" plywood, use panels rated as "Exposure 1" or better with clips. DO NOT USE OSB (Unless otherwise noted in job specific Scope of Work or Specifications)

Sheathing Layout: Install sheathing panels with long dimension perpendicular to rafters and according to the recommendations of the Engineered Wood Association (APA). Use panels no smaller than 4 feet long. Blocking of unsupported edges may be required near gables, ridges, and

eaves. Unless otherwise indicated by the panel manufacturer, leave a 1/8-inch gap (about the width of a 16d common nail) between panel edges to allow for expansion.

Fasteners: Fasten plywood sheathing to roof rafters with 2.5-inch deck screws or a minimum 8d ring shank nail (2.5 inches long), with full round heads to avoid head pull-through. **DO NOT USE STAPLES.** Maintain ridge nailing by adding additional blocking set back from the ridge, or by using vent holes drilled along the ridge. Vent holes shall not remove more than 50% of plywood area along ridge.

Fastener Spacing: Fasteners shall be spaced a max. of 6" apart at corners, edges and ridges and a max. of 12" apart, both ways, in the panel field.

Rake and Eave drip: TPO clad drip edge metal 2" x 4" x 10' (4" top, 2" face with 1/2" kick out drip edge. 24-gauge galvanized steel. TPO clad on one side for welding

Color: White unless otherwise indicated.

Flashing: 24 gauge G.I. at all roof penetrations. Placement of flashing, counter-flashing and sealants shall be inspected and approved prior to being covered.

Ridge Vents will run continuously the full length of the ridge of the roof stopping at an equal distance approx. 12" from either end of the attic space. No less than 12 sq. inches per lineal foot net free air area.

### **ALUMINUM FASCIA –VINYL SOFFIT, SIDING AND SHUTTERS**

20-year warranty minimum.

Vinyl Siding: Wood Grain Texture -.044" thick – horizontal pattern – 10-inch exposure in double 5-inch style with 1" thick and 5.0 R-value rigid styrofoam insulation similar to Dow Chemical Blue Styrofoam Brand (XPS) Type X. (Submittal required).

Soffit: 6" exposure in triple 2" beaded edge -.044 thick with F and J Channels.

Shutters: 15-inch-wide PVC each side of all front windows – full height of window.

Aluminum fascia: Form fit fascia and wood to corner – 0.032' thick – 3coat PVC fluoride finish.

Frieze-board and all exterior wood are to be covered with either vinyl or aluminum fascia material.

### **DOORS**

Match existing.

Exterior: 1-3/4" flush solid core wood exterior door w/ peephole. 4 1/2" exterior hinges.

Screen Door: 1-1/4" Aluminum .050 "Z" Bar Security Screen.

Interior: 1-3/8" flush hollow core– paint grade. 3 1/2" interior hinges (20-gauge steel)

Hardware: Door handles shall be "Falcon" Commercial Grade with 1 3/4" backset.

Attic Access: Pull down stairs or wood scuttle cover. Minimum 24" by 24" with hasp master style lock supplied by owner.

### **VINYL WINDOWS AND SECURITY SCREENS**

Windows will be double glazed and similar in appearance to existing and will meet or exceed those comparable to Ply Gen 1500. Color to match existing. Security Screens will be top hinged to meet or exceed those comparable to AL-185 as manufactured by Diversified or equal to 6063-



T5 Aluminum w 12x12x 0.023 powder coated piano hinges. Submittals must be approved prior to order.

### **FLOORING**

12" X 12" X 1/8" VCT tile (unless otherwise noted) with through color. Alternate tiles at right angles to each other (equal to AHA stock).

### **HVAC - Check existing equipment and meet or exceed existing system.**

Properly sized Rheem Heat Pump (or equal quality) – Double pan with 3/4" drain lines on each pan with auto float cut-off switch. Exterior condenser unit shall have a protective condenser guard installed and securely anchored to the HVAC pad with non-reversible screws or fasteners. The condenser guard shall be comparable to models by Diversified Window and Door, Inc., P.O. Box 769, Cairo, Georgia, 39828, or approved equivalent. The cover shall be sized to provide a minimum of 4" clearance above and on all sides of the unit.

### **PLUMBING unless otherwise identified**

PEX System: Blue lines- cold water, Red lines- hot water. Support either with clips no more than 30" apart.

Steel pipes: Support 3/4" or smaller every 6'. 3/4" -1-1/2" every 8', 2"-2-1/2" or larger every 10'.

PVC Pipe: Supported every 48".

Waste Line: Schedule 40 PVC 4" typ. Washing machine box: 2" drain line.

Pipe insulation: Cold water lines – 1/2"; Hot water lines – 1"; Any through slab - 3/4".

Piping within 1-1/2" of sheetrock at studs or plates gets a 1-1/2" x4" steel protector plate.

### **ELECTRICAL**

Electrical fixtures (lighting) to be obtained from AHA Facilities or Maintenance with any materials drawn from AHA deducted from contract.

All electrical must be installed by licensed professionals and will meet all NEC requirements.

No wiring other than copper, no gauge smaller than #12 except for control wiring.

Electrical Contractor provides all wiring above 50 volts.

Mechanical Contractor provides all wiring below 50 volts.

Power meter base 200 AMP as supplied by GA Power (with cut off at meter).

Main Service Panel to be minimum 200 MLO.

All wiring #8 Gauge or larger to be stranded, all #10 Gauge or smaller to be solid type,

THNN insulated. Ground rods to be 3/4" x 10' copper clad chemical weld.

Circuit breakers GFCI, ARC- Fault and Regular per NEC CODE in locations.

All boxes get 1-1/2" plaster ring installed flush with wall.

Wiring of service line to meter box to be disconnect. Wiring from meter box to circuit breaker panel shall be in conduit. Romex O.K. leaving panel box

### **DRYWALL**

5/8" Type- 'X' throughout. 5/8" Green board in bathrooms with HardieBacker Cement Board behind tub surround and/or under ceramic tile.

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## **TESTING AND INSPECTION SECTION - 00100**

### **GENERAL SECTION - 00101**

1.0 GENERAL: Testing and inspection shall be done in the presence of, or by a designated entity, assigned by the Augusta Housing Authority. These section parts are to include but not be limited to the inspections that will or may be made by the Owners inspection group. It shall be the responsibility of the Contractor to contact the designated representative of the Housing Authority to schedule mandatory inspections. Per the conditions already expressed in these Specifications elsewhere, should work proceed prior to an inspection that might cover or “hide” work that had not been inspected or approved the contractor shall at no cost to the owner remove such work as the designated representative of the Housing Authority, wishes to remove in order to make their inspection. In addition, the Contractor shall at the Owners request make available such equipment and personnel as required by the designated representative of the Housing Authority to perform such test as the designated representative of the Housing Authority might request at no additional charge to the Owner. Should any inspection reveal any discrepancies that are written up by the designated representative of the Housing Authority, those items must be cleared and signed off by the designated representative of the Housing Authority before any further work that would “cover up” those items must wait until released by the designated representative of the Housing Authority. Per other sections of these specifications, any work that the designated representative of the Housing Authority questions must be uncovered by the Contractor. If the work is found defective then the repairs are the responsibility of the Contractor. If the work is not defective, the Owner shall pay the reasonable cost of repairing the damage due to uncovering the work. However, if the work in question had been found defective and was covered over by the Contractor prior to the inspector clearing the item, then the cost of uncovering and the repairs to replace the covering shall be at no cost to the Owner. If work that should have been inspected was covered over by the Contractor without the inspector making the inspection then the work shall be uncovered, inspected and re-covered at the expense of the Contractor whether the work was found to be defective or not. There will be scheduled inspections as to the following areas:

1. Demolition
2. Roofing
3. Final

Daily inspections or visits are to be considered the “norm” and the designated representative of the Housing Authority shall be available to the Contractor to review any problems that might appear with the Specifications, Drawings, Materials or any of a number of other items. It is their responsibility to maintain a “Daily Log” of all field work for the Owner and should not be considered by the Contractor to be a selected activity on any particular job.

**ROOFING INSPECTION -00107**

1.0 GENERAL:

It shall be the duty of the Contractor to see that the inspector is notified in advance that the following **three roof inspections are made** and designated representative of the Housing Authority shall be given at least 24 hours notice of the requested inspection date. The roofing inspection shall be made in three parts and the items covered will be as follows.

- A. During the removal of the old shingles and felt underlayment, the Contractor may notice some damage to the framing and/or roof sheathing by water or insects. If such a situation is found to exist, then he or she must immediately notify the inspector and schedule a time with the designated representative of the Housing Authority to take a look as to what is in question, so that corrective action may be quantified and approved, prior to replacement of underlayment and shingles.
- B. The underlayment shall be as specified in Section 07300 of these specifications and installed in the manner as called out in that section and in compliance with the manufacturer's recommendations. This item must be inspected and cleared by the designated representative of the Housing Authority prior to installation of the roof shingles.
- C. The roof shingles shall be as specified in Section 07300, in these specifications and installed in the manner described in that section. The designated representative of the Housing Authority will as part of his/her inspection be checking the drip cap, shingle alignment designated representative of the Housing Authority designated representative of the Housing Authority and the clean-up of the removed roofing materials.

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## **TESTING AND INSPECTION SECTION 00100**

### **DEMOLITION INSPECTION – 00108**

#### **1.0 GENERAL:**

The main purpose for the demolition inspection is to assure that all items called to be demolished have been completed and that there is no remaining debris on site that could become a hazard to workmen or anyone coming on the site. If there is lead or asbestos abatement involved in the work, that work will have to have been completed and the affected materials properly removed and disposed of before any further work is allowed to proceed. The designated representative of the Housing Authority is responsible for checking all work sites on all visits for any purpose, to see that they are kept neat and clean of debris that could become a problem for adjacent property tenants.

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## **TESTING AND INSPECTION SECTION 00100**

### **FINAL INSPECTION – 00110**

#### **1.0 GENERAL:**

The final inspection will be done by the designated representative of the Housing Authority when the Contractor notifies him/her that all of the required work has been completed. The inspection shall verify the following has been completed; though this listing should not be considered to be exclusive of any other factors or items.

1. All previous required inspections have been made and all items noted as a result of those inspections have been corrected.
2. All specification items for the job have been satisfactorily complied with.
3. All of the work completed has been done in a satisfactory manner as required.
4. All change orders (if any) have been completed.
5. All required paperwork has been completed and previously submitted to the designated representative of the Housing Authority, such as payrolls, test reports and certifications.
6. All keys and/or combinations have been given to the designated representative of the Housing Authority.
7. All system testing and certifications have been completed.
8. That all building debris and miscellaneous trash has been removed from the site and the building cleaned and ready for tenant occupancy.
9. All operating manuals and warranty cards have been given to the Owner.

**SECTION 05100  
MISCELLANEOUS METALS**

**PART 1 - GENERAL**

## 1.1 MISCELLANEOUS METAL

- A. All miscellaneous metal and steel not shown or specified otherwise, but indicated on the drawings or required by the building.
- B. Fastenings and Anchorage: Provide all metal anchor bolts, anchors, clips, bolts, nuts, washers, expansion shields, molly bolts, lag screws, toggle bolts and straps required for this structure. Where type, size or spacing of fastenings is not shown or specified, submit shop drawings for approval showing proposed fastening and method of installation.

**PART 2 - PRODUCTS**

## 2.1 MATERIALS

- A. Structural Steel ASTM A36
- B. Floor Plate: Fed. Spec. QQA-461, Style Flat Back, Class 1.
- C. Galvanized Steel Sheet. Fed. Spec. QQ-S-775, Type 1, Class D.
- D. Aluminum, Extruded. Fed. Spec. QQ-A-200/9C, Alloy 6063-T5.
- E. Pipe: Fed. Spec WW-P-406, Weight A, Class 1.
- F. Prime Paint: Fed. Spec. TT-P-86, Type 2.
- G. Gages: U. S. Standard, except as otherwise specified or noted.
- H. Metal Finishes: Except **as otherwise specified or noted**, provide exposed metal finishes as follows:
  - 1. Aluminum: Mill finishes
  - 2. Steel and Iron: Surfaces of steel and iron work, for which no other finish is specified, shall be cleaned free from scale, rust, oil and grease and then given a light colored prime paint after fabrication except ferrous metals concealed in finished work. Paint all contact surfaces of assembled work (except welded contact surfaces) with an additional shop coat of similar paint. Dip hangers and bolts (except threads), in anti-corrosive liquid

treatment. Touch-up abrasions of shop coat on structural shapes with protected finishes.

3. Hot dipped galvanized for material located on exterior.
4. Pipe Columns: All pipe columns shall be three (3) inches in diameter unless otherwise noted on the drawings. All attachment flanges shall be pre-welded and pre-drilled prior to delivery to work site.

### **PART 3 - EXECUTION**

#### **3.1 CONNECTIONS:**

Except as otherwise specified, connections may be made by welding, or bolting. Welding shall be done in accordance with the American Welding Society Standard D1 0-80. Exposed field welds shall be ground smooth and coated with prime paint.

#### **3.2 WORKMANSHIP:**

- A. General: Make joints to a close fit. Design large pieces to permit expansion and contraction of material. Dress exposed surfaces and edges smooth and flush. Install plumb and true to line, anchoring securely in place.
- B. Thickness: Where no thickness or gauge is shown, or specified, metal thickness shall be as follows:
  1. Extruded Aluminum. Minimum 0.125 inch thick smooth clean sharp profiles true to details and dimensions, straight and true to line or curvature. Provide dovetails, slots, grooves and the like as detailed or necessary for assembly.
  2. Sheet Steel. Carbon. Minimum 16 gauge.

#### **3.3 MISCELLANEOUS MEMBERS:**

Include miscellaneous steel members, shapes, anchors, grounds and frames as indicated on drawings. Form members of hot or cold-rolled steel shapes of sizes and gages noted. If thickness or gauge is not noted it shall be not less than 1/8-inch-thick for angles, channels, or bent steel plates and not less than 12 gauge for other shapes. Fastenings not otherwise noted shall be no less than 1/4-inch expansion or toggle bolts. Reinforce members and punch or drill as necessary for securing other materials. Provide threaded holes where necessary.

**END OF SECTION**

**SECTION 06010  
LUMBER****PART 1 – GENERAL****1.1 QUALITY ASSURANCE:**

- A. Materials required for work under this section shall be suitable for intent and purpose specified. Sizes shown are nominal, actual sizes shall conform to PS 20-70. All lumber shall be S4S unless otherwise specified.
- B. Standards: All materials of this Section shall comply with Pertinent provisions of:
1. Southern Pine: “Grading Rules”, 1977 edition of the Southern Pine Inspection Bureau; and Southern Forest Products Association.
  2. Spruce-Pine Fir: Applicable standards West Coast Lumber Inspection Bureau, Standard grading Rules for Canadian Lumber, a related agency, Certified by Board of Review of the American Lumber Standards Committee.
  3. Plywood: Standards of the American Plywood Association and U.S. Product Standard (PS-1-74) for construction and industrial plywood.
  4. Rough Hardware: “Specification for the Design, Buildings of the American Institute of Steel Construction, 1969.
  5. Building Paper: Federal Specification UU-B-790a.
  6. Wood Preservative: Standard P-5 of the American Wood Preservers Institute.
  7. Fire Retardant: Shall meet requirements of ICC MPS#2600 Treated Wood w/FR-S rating less than 25 in accord with (FRT): ASTM E-84, NFPA 255 or UL723.

**1.2 PRODUCT HANDLING:**

Protect lumber materials before, during, and after delivery to the job site. Protect the installed work and materials of all other trades. Deliver the materials to the job site and store all in a safe area, out of the way of traffic, and shored up off the ground surface a min. of 8”. Identify all framing lumber as to grades and store all weatherproof outer wrappings. Use extreme care in the offloading of lumber to prevent damage, splitting, and breaking of materials.



**PART 2 – PRODUCTS**

**2.1 GRADE STAMPS:**

- A Framing Lumber: Identify all framing lumber by the grade stamp of the Inspection Bureau for type of lumber, which is being used.
- B. Plywood: Identify all plywood as to species, grade, and glue type by the stamp of the American Plywood Association.
- C. Other: Identify all other materials of this Section by the appropriate stamp of the agency listed in the reference standards, or by such other means as are approved in advance by the Architect.

**2.2 MATERIALS:**

All materials of this Section, unless specifically noted otherwise or approved in advance by the Owner, shall meet or exceed the following:

<u>Item</u>	<u>Description</u>
Sills and other members noted to be pressure treated unless noted:	Southern Pine No. 2, Pressure Treated
Studs:	SPF Studs. Use fire rated lumber at construction of fire shutter as indicated.
Light Framing (4x4 and smaller):	Southern Pine, minimum of Standard grade, SPF, No. 2 Use fire rated lumber at construction of fire shutter as indicated.
All other horizontal framing members:	Southern Pine, No. 2
All other vertical framing members:	Southern Pine, No. 2
Wall & Roof Sheathing:	APA Rated Exterior Plywood Sheathing, 5/8” w/ clips on roof (1/2” plywood roof decking permissible if double layered). NO OSB ALLOWED ON ROOF SHEATHING. (UNLESS OTHERWISE SPECIFIED IN THE SCOPE OF WORK)

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**LUMBER 06010**

Other Plywood	APA A-C Exterior Plywood, match existing
Exterior Use: (Soffits, etc.)	5/8" thickness, seal all edges.
Interior Shelving and Other Interior Use:	APA C-C Interior, 3/4", except APA A-B Interior 3/4" at exposed areas not in closets; or as noted.
Exterior Trim, Fascia, Etc."	Fir, trim and siding grade (Finger jointed acceptable)
Interior Finish And Trim:	White Pine, C & better or equal Fir.
Wood Preservatives: (Pressure Treated)	Water born preservatives in accord with AWPI -LP-2. KD to 15%, all surfaces clean and paintable.
Wood Preservatives: (Open Tank Method)	In accordance with Fed. Spec. TT-W-572, all surfaces clean and paintable.
Truss Members:	Southern Pine, No. 2. Use fire rated lumber on top chord of trusses where noted on drawings.
Exterior Wall Sheathing:	5/8" exterior gypsum fire resistant
Steel Hardware:	ASTM A-7 or A-36 (Use galvanized at exterior locations).
Machine Hardware:	ASTM A-307.
Lag Bolts:	Federal Specifications FF-B-561.
Nails:	Common and finish (except as noted), Federal Specification FF-N-1-1 (Use hot-dipped galvanized at exterior locations).

**PART 3 – EXECUTION**

**3.1 DELIVERIES:**

Stockpile all materials sufficiently in advance of need to ensure their availability in a timely manner for this Work. Make as many trips to the factory or job site as are necessary to deliver all materials of this Section in timely manner to ensure orderly progress of the Total Work.

**3.2 COMPLIANCE:**

Do not permit materials not complying with the provisions of this Section of these Specifications to be brought onto or to be stored at the job site. Remove all non-complying materials and replace them with materials meeting the requirements of this Section.

**END OF SECTION**

**SECTION 07300**  
**COMPOSITION (SHINGLE) ROOFING**

**PART 1 - GENERAL**

## 1.1 QUALITY ASSURANCE:

Qualification of workmen: Provide at least one person who shall be present at all times during execution of this portion of the work, who shall be thoroughly familiar with the materials specified and the proper methods for their installation and who shall personally direct all work of this Section.

## 1.2 PRODUCT HANDLING:

Protection and replacement: Use all means necessary to protect composition shingles before, during and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

## 1.3 SUBMITTALS:

Within fourteen (14) days after award of the contract, and before any roofing materials are delivered to the site; submit to the Owner a complete list of all materials proposed to be furnished under this Section stating: manufacturer's name and catalog number, a copy of current (as of the contract date) recommended method of installation and a sample of the shingle and color selections available.

## 1.4 REFERENCE STANDARDS:

In addition to manufacturer's written recommendations, follow recommendations found in the latest edition of the Asphalt Roofing Manufacturer's Association "ARMA Residential Asphalt Roofing Manual" and the latest edition of the "NRCA Steep Roofing Manual" by the National Roofing Contractors Association.

**PART 2 - PRODUCTS**

## 2.1 SHINGLES:

Shingles shall be Fiber Glass 12" x 36" with 5" exposure, 3 tab, large granule, self-sealing, UL wind resistant, Class "A" label conforming with ASTM D-3018-790a, Type 1; D3161-81; D3462-76; and E-108-80a. Color as shown on the color schedule. Provide manufacturer's standard **25-year warranty**. Shingles shall be similar to IKO Marathon, Certainteed "XT 25", Owens Corning "Supreme", or GAF "Royal Sovereign".

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## COMPOSITION (SHINGLE) ROOFING - 07300

### 2.2 FASTENERS:

Fasteners shall be large head (minimum) 3/8" sharp-pointed, galvanized steel or aluminum roofing nails with barbed or deformed shanks (11 or 12 gauge) of sufficient length to penetrate 1/8" through deck or; staples pneumatically applied, zinc coated, 16-gauge with minimum crown width of 15/16" and sufficient length to penetrate roof deck. Underlayment felt shall be fastened with wide washer type felt nails with the same minimum penetration.

### 2.3 UNDERLAYMENT:

36" wide resilient, non-woven glass fiber mat, which is permeated and coated with SBS modified bitumen to a thickness of approximately 1 mm (40 mils) conforming to ASTM D1970 over lapping each course a minimum of 6" and overlap over both sides of hips and ridges a minimum of 6". End laps must be at least 6" and located at least 24" from those in the previous course. Install underlayment over the metal drip edge along eaves and under the metal drip edge on the rakes. Lap the felt 6" from both sides over all hips and ridges.

### 2.4 RAKE AND EAVE DRIP:

Drip shall be 0.024" aluminum drip edge with a minimum of 2-1/2" flange, with a 3/8" drip at the lower edge by a minimum of 5" roof deck flange. Install no drip edge pieces shorter than 24" in length. Color shall be electrostatically coated. Color selection shall be by AHA. (Submittal required).

### 2.5 HIPS AND RIDGES:

All hips and ridges shall be covered with job-cut hip and ridge shingles of the shingle used. All ridges will have ridge vent the full length of the ridge of the roof.

### 2.6 VALLEYS:

All valleys shall have an 18" and 36" wide valley liner of 2 layers of heavy roll roofing (90#) as recommended by shingle manufacturer, in shingle color or neutral. Cover with shingles overlapped at the valley to for a closed-cut valley.

As an alternate: Installation of "Ice and Water Shield" as manufactured by Grace Building Materials or equal, will be acceptable.

## **PART - 3 FLASHING:**

### **2.7 FLASHING:**

Provide .024 aluminum or 24 gauge G.I. flashing at all roof penetrations.

### **3.1 STEP FLASHING:**

At step flashing, extend minimum 4" under shingles and minimum 4" up vertical surface. Caulk at all joints and edges with silicone sealant.

### **3.2 VENT, PIPE, AND ETC. FLASHING:**

Apply shingles up to pipe and cut hole in next shingle and set in manufacturer's recommended plastic cement. Place flashing flange over shingle and pipe and set in plastic cement. Cut remaining shingles in area of pipe and set in plastic cement.

### **3.3 ROOF:**

Install all drips, 1 layer of underlayment, valley liner, and composition roof shingles in strict accordance with manufacturer's current printed recommendations and referenced standards. Install rake and eave mold (drip) at edge of all roof deck per shingle manufacturers recommendations and referenced standards nailed at maximum 8" on center along a line 1" from each end and one fastener approximately 5" from each side center cut out, coordinated with related flashing, diverters, miscellaneous roof penetrations and other items associated with the work. Install hip and ridge shingles per manufacturers recommendations.

**END OF SECTION**

**SECTION 07920**  
**CAULKING**

**PART 1 GENERAL**

1.1 QUALITY ASSURANCE:

Installation of caulking shall be performed only by workmen thoroughly skilled and specifically trained in the technique of caulking and who are completely familiar with the current, latest published recommendations of the manufacturer of the caulking material being used. Indication of lack of skill on the part of caulking installers shall be sufficient grounds for the Owner to reject installed caulking at no additional cost to the Owner.

1.2 PRODUCT HANDLING:

Use all means necessary to protect caulking materials before, during, and after installation and to protect the installed work and materials of all other trades. Deliver and store packaged materials in original sealed containers until ready for use. Store all caulking materials and equipment under conditions recommended by its manufacturer. Do not use materials stored for a period of time exceeding the maximum recommended shelf-life on the material.

**PART 2 PRODUCTS**

2.1 CAULKING EQUIPMENT:

All caulking equipment shall be only such equipment as is specifically recommended by the manufacturer of the caulking material being installed.

2.2 CAULKING MATERIALS:

- A. Sealing Compound (for general exterior applications); Federal Specification TT-S-230C, Type I and Type II, Class B.
- B. Caulking Compound (for general interior applications); Federal Specification TT-C-598C, Type I or Type II.
- C. Sealing Compound (for wet areas including all baths, toilet rooms, kitchen, mechanical, laundry): Federal Specification TT-S-1543A, Class B, non-yellowing mildew resistant.
- D. Primer: As recommended by manufacturer of caulking or sealant.
- E. Color: Sealants used with exterior masonry shall match color of mortar joints. Color of other exterior sealants shall be neutral in color and as approved. Interior caulking shall be white unless specified otherwise.

**PART 3 EXECUTION****3.1 SURFACE CONDITIONS:**

Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that caulking may be installed in accordance with the manufacturer's recommendations. In the event of discrepancy immediately notify the Owner and do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

**3.2 LOCATIONS OF MATERIAL**

- A. Use sealing compound complying with Federal Specifications TT-S-227 or TT-S-230 for exterior applications. Do not use polysulfide base sealants where sealant may be exposed to fumes from bituminous materials may be present.
  - 1. Use Type II, Class B sealants for following locations:
    - a. Joints and recesses formed where frames and sub sills of windows, doors, louvers, vents and the like adjoin masonry, concrete or metal frames. Use sealing compound at both exterior and interior surfaces of exterior wall penetration
    - b. Joints or recesses on exterior of building (including locations not specifically shown or specified) where sealing is required to ration of water, moisture and wind into building construction.
    - c. Bottoms of exterior doorway frames.
    - d. Where sealant is indicated on drawings except where sealing or horizontal joints and high temperature applications are required.
- B. Use caulking compound complying with Federal Specifications TT-C-598 Type I or II for the following interior applications:
  - 1. Openings 1/4 and less between walls and partitions adjacent casework, shelving built-in or surface mounted equipment, plumbing.
  - 2. Where caulking is indicated on drawings.



3. Other interior locations where small voids between materials require filling and/or painting. Use a non-yellowing, mildew resistant sealing compound complying with Federal Specification TT-S-1543, for sealing between kitchen equipment, receptors (except prefabricated shower stalls) service sinks and adjoining wall finish.

**3.3 PREPARATION:**

Exterior joints to receive sealant shall have the following dimensional requirements:

- A. At widths up to 1/2", depths shall be equal to width.
- B. At width over 1/2", depth shall be 1/2 the width

Provide filler material, required to form joint of proper depth for sealing, of a material approved by manufacturer of sealing compound as being compatible with primer and sealing compound used. Use filler 1/3 to 1/2 wider than joint width so sufficient pressure is exerted by filler to provide substantial resistance displacement.

A Sealant shall bond only two opposing surfaces. A bond breaker strip approved by manufacturer of sealing compound shall be used as a release material between sealant and base surface of joint where space for back-up does not exist. Similar bond breaker strips shall be employed between sealant and supporting back-up materials to prevent restriction of sealants as movement occurs. Immediately before installing compound, apply primer to sides of joints wherever required by compound manufacturers printed instructions. Use brush or other approved means that will reach all parts of joints.

Joints to receive caulking or sealant shall be dry and cleaned free of all extraneous matter such as mortar, dirt, debris, oil, and dust and the like. Masonry or concrete materials surrounding joints to receive sealant shall be completely dry. Remove all paint and protective coatings from surfaces of the joints before applying caulking or sealant compound.

**3.4 APPLICATION:**

Apply caulking and sealing compounds in strict accordance with manufacturer printed instructions. Avoid dripping or smearing compound on adjacent surfaces. Fill joints solidly with compound and tool. Finish compound smooth and flush unless joint is otherwise detailed.

**3.5 CLEANING:**

After filling and finishing joints, remove masking tape. Remove droppings and smearing of compound before the compound cures by cleaning with solvent recommended by manufacturer of compound.

**END OF SECTION**

**SECTION 09900  
PAINTING**

**PART 1 - GENERAL**

**1.1 WORK INCLUDED**

- A. Work of this section includes, but is not limited to the following:
1. Touching up of shop-applied prime coats.
  2. Preparation of surfaces to receive finishes.
  3. Painting, staining or otherwise finishing of all surfaces exposed to view, except as otherwise indicated.
  4. Priming, backpriming and finishing of exterior and interior finish carpentry and millwork.
  5. Wall Graphics: Wall graphics shall be as indicated on drawings or as specified herein, but as a minimum, wall graphics shall be provided as follows: vertical, horizontal and angular type linear designs on corridor and classroom walls.

**1.2 SUBMITTALS**

- A. Product data:
1. Submit complete list of products proposed for use at least 30 days prior to commencement of painting work.
  2. Indicate manufacturer, brand name, quality, type, and sheen for each type of paint and for each surface to be finished. Indicate compliance with applicable regulations.
  3. Indicate manufacturer's instructions regarding mixing, surface preparation and application. Include application rates, film thickness and required primers.
  4. Intent of Contractor to use products specified does not relieve him from responsibility of submitting product list.
- B. Color samples: Submit two sets of color samples from paint manufacturers proposed for use, for color selections by Architect.
- C. Card stock brush-outs: Following issue of color schedule prepare two sets of color coat brush-outs for each paint and stain color and sheen scheduled, applying actual finish color coat to standard sample card stock, minimum 80 sq. in. size.

**1.3 DELIVERY, STORAGE AND HANDLING**

- A. Delivery: Deliver materials to project site ready mixed in original containers with labels intact; labels bearing manufacturer's name, paint type, color and recommended installation and reducing procedures.
- B. Storage and handling:
1. Store materials in location acceptable to Architect.
  2. Maintain neat, clean conditions in storage area; remove rags and waste materials at end of each day's work.
  3. Close containers at end of day's work. Leave no materials open.

**1.4 PROJECT/SITE CONDITIONS**

- A. Environmental requirements:
  - 1. Comply with manufacturer's product data as to environmental conditions under which materials may be applied.
  - 2. Apply no materials in spaces where dust is being generated.
- B. Protection: Cover finished work of other trades and surfaces not being painted concurrently and prefinished items.
- C. Safety precautions:
  - 1. Provide temporary fire protection equipment in materials storage area.
  - 2. Prohibit smoking in storage area.

## **PART 2 - PRODUCTS**

### **2.1 PAINTING MATERIALS**

- A. Acceptable manufacturers: Except as otherwise noted, products specified as a standard of quality are manufactured by ICI Dulux Paint Stores. Products of the following manufacturers similar in type and quality are acceptable for use, subject to approval of product list. Contractor can submit on any one of the specified manufacturers, but only products from that manufacturer shall be used unless otherwise approved by the Architect.
  - 1. Scheduled: ICI Dulux Paint Stores
  - 2. Benjamin Moore Co.
  - 3. ICI Devoe Paint Co.
  - 4. Duron Paint Co.
  - 5. Porter Paint Co.
  - 6. PPG Industries.
  - 7. Sherwin-Williams Co.
- B. Where products, other than those of the manufacturer listed as the standard of quality, are specified in Painting Schedule, such products have been selected to achieve specific results and substitutions will be allowed only in accord with Product Options and Substitutions section.
- C. Miscellaneous materials:
  - 1. Paint thinners and tints shall be products of same manufacturer as paints or approved by him for use with his products.
  - 2. Shellac, turpentine, patching compounds and similar materials required for execution of work shall be pure, best quality products.
- D. Paint and stain colors will be selected by Architect from manufacturer's standard color range with final approval based on brush-out submittal.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Surfaces to receive finishes shall be dry and free of debris, oils, dust or other deleterious materials. All existing painted surfaces shall be sanded to bare wood. Remove all caulking from windows and re-caulk.
- B. Where finish materials abut or are abutted, by dissimilar materials, caulk joints in accord with Sealants and Caulking section.

- C. Lumber, plywood and veneered wood surfaces:
1. Apply shellac, maximum two pounds cut to knots, pitch and resinous sapwood prior to application of first paint or stain coat.
  2. For surfaces to receive opaque finish, fill nail holes, cracks, joints and defects with spackling compound. Apply after first coat of paint.
  3. For surfaces to receive transparent finish, fill nail holes, cracks and defects with wood filler matching finish color.
  4. Sand surfaces smooth except where rough sawn surfaces are indicated. Final step shall remove scuffs, handling marks and effects of moisture exposure. Dust to remove debris.
    - a. Sand plane surfaces using sanding block; touch sand moldings in manner preventing removal of sharp edges or obscuring profile.
    - b. Moldings cut with machine finish or minimum 16 knife cuts per inch shall not require further sanding except to correct irregularities.
    - c. Sand surfaces within normal visual range, including surfaces within 10'-0" of floor level, using not less than 80 grit abrasive exterior or 100 grit abrasive interior, except increase to 120 to 180 grit abrasive for transparent finished interior surfaces.
    - d. Install prefinished or presurfaced items following finishing or sanding of adjacent surfaces. Replace prefinished items damaged by finishing of adjacent work.
- D. Inspection of Surfaces: Painting contractor shall inspect surfaces of all items that receive a finish under this section for imperfections or any condition that in his opinion will or will possibly produce an unacceptable final finish. Imperfections, that in the opinion of the painter will cause unacceptable results in the final finish shall be made in writing to the General Contractor and the General Contractor shall have the respective contractor make all corrections to the satisfaction of the painting contractor and the Architect. Painter with approval of the general contractor and the subcontractor can fill narrow or minor imperfections with patching compounds approved by the respective trade contractor. Allow compound to dry and sand smooth so as to blend with surrounding surfaces.
- E. Galvanized metals: Wash with xylol to remove grease, oil and contaminants. Wipe dry with clean cloth.
- F. Aluminum:
1. Sand or scrape to remove oxides.
  2. Wash with xylol to remove grease, oil and contaminants. Wipe dry with clean cloth.
- G. Ferrous metals:
1. Wire-brush or sandpaper to remove rust and mill scale.
  2. Solvent-clean with xylol to remove grease, oil and contaminants. Wipe dry with clean cloth.

### 3.2 APPLICATION

- A. Apply paint only when moisture content of surfaces is within limits recommended in product data. Apply paint materials using clean brushes, rollers or spraying equipment. Block filler coat on masonry surfaces shall be sprayed and rolled so as to fill thoroughly the porous texture of the masonry surface.
- B. Apply materials at rate not exceeding that recommended in product data for surface being painted, less ten percent for losses.
- C. Comply with product data for drying time between coats.
- D. Sand and dust between coats to remove visible defects.

- E. Finish coats shall be smooth, free of brush marks, streaks, laps or pile-up of paint, skipped or missed areas.
- F. Make edges of paint adjoining other materials or colors clean and sharp without overlapping.
- G. Primer coats may be omitted for surfaces specified to receive factory-applied primer, if primer is compatible with finish coats. If primer coats are not compatible, substitute a bond coat as recommended by paint manufacturer for specified primer coat.
- H. Where two-coat finish is specified, prime coat shall be tinted to approximate finish color.
- I. Where portion of finish on drywall partition is damaged or unacceptable, refinish entire surface of partition.
- J. Seal tops and bottoms of interior doors with prime coat only; side edges same as faces.
- K. Finish all edges of exterior doors same as faces.
- L. Backprime exterior and interior finish carpentry and millwork with material specified for prime coat, without runs on face. Finish cut edges prior to installation.
- M. Paint inside of ductwork flat black for entire area visible through ceiling openings. Paint underside of ductwork and other above-ceiling items flat black for entire area visible through ceiling openings.
- N. Paint exposed piping and ductwork in painted spaces same as adjacent wall surfaces.
- O. Unless otherwise indicated, all construction on roof top, including mechanical and electrical equipment, shall be painted.
- P. Paint exposed grilles and registers.
- Q. Paint walls, exposed structure, handrails, electrical conduit, exposed ductwork and piping.
- R. Remove and protect hardware, accessories, device plates, lighting fixtures, factory-finished work and similar items or provide in-place protection. Upon completion of each space, replace removed items.

### 3.3 PAINTING SCHEDULE

- A. Exterior surfaces; number of coats specified are minimum:
  - 1. Wood for painted finish, semi-gloss acrylic latex finish:
    - a. First coat:No. 2010 Ultra-Hide Durus Acrylic Primecoat.
    - b. Second coat:No. 2416 Ultra-Hide Durus Acrylic Semi-Gloss Finish.
    - c. Third coat:No. 2416 Ultra-Hide Durus Acrylic Semi-Gloss Finish.
  - 2. Ferrous metals, alkyd enamel:
    - a. First coat:No. 4100 Devguard Alkyd Metal Primer.
    - b. Second coat:No. 4308 Devguard Alkyd Industrial Gloss Enamel.
    - c. Third coat:No. 4308 Devguard Alkyd Industrial Gloss Enamel.
  - 3. Galvanized metals and aluminum, alkyd enamel:
    - a. First coat:No. 4120 Devguard All Purpose Metal & Galvanized Primer.
    - b. Second coat:No. 4308 Devguard Alkyd Industrial Gloss Enamel.
    - c. Third coat:No. 4308 Devguard Alkyd Industrial Gloss Enamel.

END OF SECTION 09900