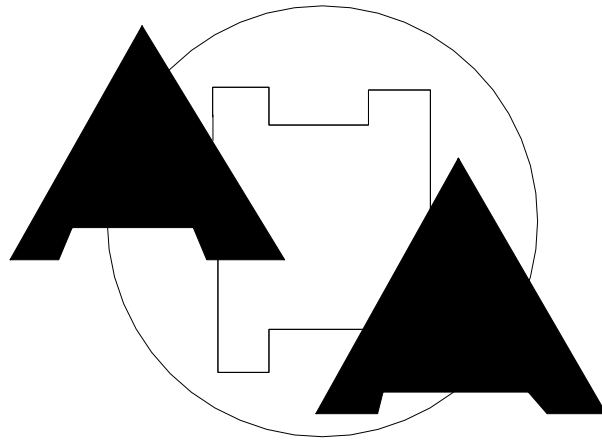


**THE HOUSING AUTHORITY  
OF THE  
CITY OF AUGUSTA, GEORGIA**



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

**Specifications for:  
The Grounds Maintenance Contract For  
Allen Homes  
GA001000080  
DATED: April 20, 2021**

## **Invitation for Proposals**

The Housing Authority of The City of Augusta, Georgia will receive proposals in the J. Madden Reid Administration Building, 1435 Walton Way, Augusta, Georgia 30901 until 5:00 P.M., (local time) in Augusta, Georgia on Friday, May 7, 2021, for The Grounds Maintenance Contract at Allen Homes GA001000080, Augusta, Ga, 30901. All proposers will be evaluated as to quality and completeness of proposal. The successful proposer will be informed of their selection no later than May 25, 2021.

Contract documents, including all specifications, are on file at the office of The Housing Authority of The City of Augusta, Georgia, 1435 Walton Way. Proposal 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.

Proposers 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 Mr. Jim Blount, Assistant Director of Maintenance and Facilities at (706) 533-2859. All other inquiries should be directed to Dr. Gregory Francisco, Director of Planning and Development at (706) 312-3165.

The Contract, if awarded, will be on the result of evaluations of the proposer's submission. No proposal may be withdrawn for a period of sixty (60) days after time has been called on date of proposal opening.

The successful proposer will be required to show proof that his/her firm and all employees possess proper security bonds, and all the applicable insurance requirements in accordance with the General Conditions.

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 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 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. General contractors may contact the Georgia Department of Labor, Veteran Outreach Program at 601 Greene Street for qualified veteran owned businesses.

The Housing Authority of The City of Augusta, Georgia

BY: Jacob L Oglesby, Executive Director

## **PROPOSAL FORM**

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

RE: Grounds Maintenance at Allen Homes, GA001000080, Augusta, GA 30901

Gentlemen/Ladies:

The Undersigned, having familiarized (himself/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 Grounds Maintenance at Allen Homes, GA001000080, Augusta, GA 30901. The Undersigned does hereby propose to perform at a minimum all work as listed on the work list or as may be required in the specifications for the following time periods:

### **Period One:**

The contractor proposes to perform all work as listed in the work list for the period of time June 2, 2021 to March 31, 2022 for a price of \_\_\_\_\_

Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_)

Price Breakdown Cost per month \$ \_\_\_\_\_ (per month)

### **Period Two:**

The contractor proposes to perform all work as listed in the work list for the period of time April 1, 2022 to March 31, 2023 for a price of \_\_\_\_\_

Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_)

Price Breakdown Cost per month \$ \_\_\_\_\_ (per month)

### **Period Three:**

The contractor proposes to perform all work as listed in the work list for the period of time April 1, 2023 to March 31, 2024 for a price of \_\_\_\_\_

Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_)

Price Breakdown Cost per month \$ \_\_\_\_\_ (per month)

**Period Four:**

The contractor proposes to perform all work as listed in the work list for the period of time April 1, 2024 to March 31, 2025 for a price of \_\_\_\_\_

Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_)

Price Breakdown Cost per month \$ \_\_\_\_\_ (per month)

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 the dates identified in the notice to proceed.

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

The undersigned does hereby agree to provide a list of reputable references of previous performance on contracts with similar work descriptions. Said reference list will be provided with each proposal and will show name of the organization, location of the organization, and location where work was performed, length of service provided, and a representative of the organization, who will be available for contact as to performance of the contract.

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 Proposer 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 proposal, the proposer 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/her 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/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The proposer 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/her proposed subcontractors as provided in the instructions to proposers.

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

\*RECEIPT OF THE FOLLOWING ADDENDUM IS ACKNOWLEDGED.

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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 PROPOSAL:**

- 1. This Proposal 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. The complete list of references.**
- 9. The standard agreement as outlined in the work list.**

**Documents must be in a sealed envelope with contractor's name, name of project proposing on, and date of proposal prominently and clearly displayed on the front.**

**SPECIAL NOTE: Successful proposers 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 proposal (and prior to signing of the Contract).**

**Failure to do so may be cause for rejection of the Proposal.**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, 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:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, 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.

## 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

## 6. Energy Efficiency

The contractor shall comply with all 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 this contract is performed.

## 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

## 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

## 9. 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 HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

## 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

## 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any



product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA 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.

### 15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

- (b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. 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, or national origin.
- (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, or national origin. 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, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended 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 subcontractor 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.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD 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 HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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

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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.

## **22. 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.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
  - (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
  - (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
  - (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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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 the 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 paragraph (a) 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 paragraph (a) of this clause.

- (c) **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 U.S. 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 paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state 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, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

# Previous Participation Certification

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

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

## US Department of Agriculture Farmers Home Administration

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

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

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

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

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

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



# Previous Participation Certification

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

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

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

## Part II- For HUD Internal Processing Only

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

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

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

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

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

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

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

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

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

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

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

Principals include all individuals, joint ventures,

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

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

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

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

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

#### Where and When Form HUD-2530 Must Be Filed:

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

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

Handicapped).

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

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

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

#### Specific Line Instructions:

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

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

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

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

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

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

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

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

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

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

#### Instructions for Completing Schedule A:

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

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

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

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

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

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

**Certification:** After you have completed all other parts of

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

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

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

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

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

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

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

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

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

## **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: \_\_\_\_\_

## **MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION**

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all 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 this contract is performed.

### **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.

### **Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

State of )  
          ) ss.  
County of )

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.

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

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

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 Federal agency 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

**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:

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



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DEL EMPLEADO

## BAJO LA LEY DAVIS-BACON

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

<b>SALARIOS PREVALECIENTES</b>	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.
<b>SOBRETIEMPO</b>	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.
<b>CUMPLIMIENTO</b>	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.
<b>APRENDICES</b>	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
<b>PAGO APROPIADO</b>	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:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



## **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	\$35,200
2	\$40,200
3	\$45,250
4	\$50,250
5	\$54,300
6	\$58,300
7	\$62,350
8	\$66,350

- ☐ 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.

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# Business Name

---

Project

---

# Business Address

---

Certifying Signature

---

# Title

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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:

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## 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:	

## Section 3 Hiring Plan

*How do you plan to incorporate Section 3 criteria into this project? Please include information on hiring, outreach, training, & other activities to incorporate Section 3 Residents. Attach additional pages if needed.*

[illegible]

## Engaging Section 3 Businesses

*As applicable to this project please detail how you will engage other Section 3 Businesses. This includes subcontracting, training partnerships, etc. Please attach additional pages as necessary.*

[illegible]

## 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.

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

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*Name of the Company*

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*Certifying Officer Signature*

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*Date*

<b>Maintenance Wage Rate Determination</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	<b>HUD FORM 52158 (04/2005)</b>
Agency Name:  <b>Augusta Housing Authority (Richmond County)</b>	LR 2000 Agency ID No: <b>GA014A</b>	Wage Decision Type: <input checked="" type="checkbox"/> <b>Routine Maintenance</b> <input type="checkbox"/> <b>Nonroutine Maintenance</b>
	Effective Date: <b>April 1, 2021</b>	Expiration Date: <b>March 31, 2023</b>
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
<u><b>Jennifer Dupont, CIRS</b></u> HUD Labor Relations (Name, Title, Signature)		<u><b>2/28/21</b></u> Date
<b>WORK CLASSIFICATION(S)</b>	<b>HOURLY WAGE RATES</b>	
	<b>BASIC WAGE</b>	<b>FRINGE BENEFIT(S) (if any)</b>
Working Foreman  Maintenance Technician  Assistant Technician  Maintenance Aide  Janitor/Grounds Laborer	<b>\$17.73</b>  <b>\$16.89</b>  <b>\$11.43</b>  <b>\$ 9.87</b>  <b>\$ 6.55</b>	<div style="border: 1px solid black; padding: 5px; margin-top: 20px;"> <input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.   <small>(HUD Labor Relations: If applicable, check box and initial below.)</small>   <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div>         LR Staff Initial       </div>
		<b>FOR HUD USE ONLY</b> <b>LR2000:</b>  <b>Log in:</b>  <b>Log out:</b>

## **Special Conditions**

1. General Scope:

The Contractor will include in the proposal the cost for all labor, materials, supervision, transportation, storage, taxes, fees, etc. that will be required for Grounds Maintenance Contract for Allen Homes, GA001000080, Augusta, GA 30901. By submitting a bona fide proposal, 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. ARCHITECT:

For the purpose of this project the terms "Architect", "Engineer", etc. shall be interpreted as the contracting officer or any duly appointed representative. This will not infer any special qualifications, or professional status to the said representative, but is used solely to expedite the completion of the contract. Decisions made by such representative will not represent those of a design professional and the contractor will still be responsible for insuring that all work is within the acceptable limits of the local ordinances. If at such time it becomes necessary to obtain professional advice or certification the Authority shall seek out a qualified individual.

3. PROPOSALS:

Proposals shall be submitted as specified in the General Conditions and as shown on the Proposal Forms.

4. CHARACTER OF WORKMEN:

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 proposing 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:

The Contractor will be required to pay for all permit fees 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 proposal. 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 or Architect 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 and any notice to or demand upon the AHA or Architect 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 Administration Building, 1435 Walton Way, Augusta, Georgia 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 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 proposer 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 guarantees, 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 relive 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 and/or Approved Maintenance Wage Rate Determination. 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.

36. EVALUATION OF AMOUNTS.

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

37. MINIMUM WAGE RATES

This job is run under Davis Bacon Wage Rates and/or approved Maintenance Wage Rate Determination (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 proposing of the job. Any increases in the Federal Minimum Wage will be adhered to strictly.

## Specifications for Landscape Maintenance

Specifications may not be revised without an official written amendment issued by the Augusta Housing Authority (AHA). The AHA will be the sole judge of equivalency and acceptability.

**The Minimal Acceptable Work for the entire site shall be defined as follows and the contractor should bear in mind that all the conditions outlined below are done so with the intention of maintaining the site in a neat and tidy manor. Any action that is counter to this theme will not be tolerated.**

### Scope of Work

#### 1. Site Conditions

All services provided by the Contractor shall be consistent with quality standards of the Grounds Maintenance Industry. As directed by the Augusta Housing Authority(AHA), the Contractor shall coordinate their work with any adjacent work and shall cooperate with all other trades to facilitate the general progress of the work. Interference with, or inconvenience to AHA operations shall be kept to a minimum. All exits, doors, passageways, and walks are to be always kept in an unobstructed manner. In no case will any Contractor be permitted to exclude from the premises or work, any other Contractor, or their employees, or interfere with any other Contractor in the execution or installation of their work.

On the days of Grounds Services, the Contractor shall be responsible for moving debris, trash and items of value found on lawns away from the path of equipment, and grounds maintenance activities (e.g. bicycles, children's toys, picnic tables, wire, bottles, tin cans, sticks, paper, and litter discarded by others) prior to beginning mowing, and during mowing operations if necessary. **The AHA Maintenance Staff are responsible for everyday trash and debris removal, NOT the Contractor.** If the Contractor finds an excess trash and debris on the grounds, they are to immediately report it to the designated Housing Authority Supervisor who monitors the contract. Return any moved picnic tables to their original location after an area is mowed. All accumulated trash and debris shall be properly disposed of in the on-site trash containers. If any material is shredded, then the appropriate measures will be taken to make sure the area neat in appearance. Items of value that are damaged while carrying out this contract shall be paid for by the Contractor at replacement cost for the item.

Contractors shall confine to the greatest possible extent, all operations, equipment, apparatus, and placement of materials to the immediate area of work. Contractors shall ascertain, observe, and comply with all rules and regulations in effect on the work site, including, but not limited to parking, traffic laws, use of walks, security restrictions, and hours of allowable ingress and egress.

The Contractor shall notify the AHA verbally and/or in writing of any defects noted in such surfaces that are to receive their work if such defects may affect lawn mowing operations or present a general or specific safety concern. The AHA will direct such surfaces to be remedied.

Storage of all equipment belonging to the Contractor shall be off-site, and not on AHA property. The Contractor or their authorized representative must be present to accept delivery of all equipment, and/or materials, and shipments. AHA personnel will not knowingly accept, unload, or store anything delivered to the project site addressed to the Contractor or for the Contractor's use. Inadvertent acceptance of delivery by any representative of the AHA shall not constitute acceptance or responsibility for any of the materials or equipment. It shall be the

## Specifications for Landscape Maintenance

Contractors responsibility to assume all liability for equipment and material delivered to the job site.

Inspections may be performed on conditions of the property at any time but **no less than at least twice (2) per month**. During these inspections, an authorized AHA Representative shall evaluate the entire property as well as identify to the Contractor, all areas that have substandard or incomplete conditions. Failure of the contractor to correct the problems within twenty-four hours or the recurrence of the problem on future inspections may be grounds for contract cancellation without additional compensation. **Payment may be withheld for incomplete or substandard work until rectified.** In the case of substandard or incomplete work which is a violation and/or non-conformity to the contract in force, the Housing Authority reserves the right to withhold payment, issue a partial payment based upon a percentage or prorated amount of work complete, or cancel the contract at any time upon thirty (30) days' notice with or without cause. If the contract is cancelled the contractor will be paid only those moneys for completed services that were rendered up to the point of cancellation.

### 2. Personnel

Contractors shall have in its employ, or under its control, sufficient qualified and competent personnel to perform work promptly and in accordance with a schedule or work program, as approved by the AHA.

Contractors shall employ only such workers as are skilled in the tasks to which they are assigned. Workers shall act appropriately and professionally at all times. Offensive language, gestures, or actions while in this family-based residential community are not acceptable. The AHA may require the Contractor not to assign any employee the AHA deems incompetent, careless, insubordinate, or otherwise objectionable to work within the AHA limits.

All employees shall be properly identified by either uniform with the name of the firm prominently displayed or, at a minimum, picture identification cards prominently displaying their name and company name. Employees shall be properly dressed in a professional manner at all times.

The contractor will insure **proper supervision of personnel at all times**. Any complaints or problems with employees shall be handled within twenty-four hours. Contractor will provide a contact telephone number, at his/ her business location, which will allow the Owner to contact the Contractor regarding complaints or problems. This number shall remain connected and active at **all** times during the life of the contract.

All properties (grounds and buildings) of the Augusta Housing Authority are "Smoke Free" and therefore, tobacco products are prohibited. 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). Additionally, the possession or consumption of alcohol/drugs or being under the influence of the same by the Contractor is strictly prohibited.

### 3. Safety Standards

Contractor's employees shall be especially aware of the large number of children in the community and shall take necessary precautions to safeguard their well-being.

## **Specifications for Landscape Maintenance**

Contractor's employees shall follow all applicable safety standards including operating all equipment in conformance with the manufacturer's operating instructions for each, and in compliance with federal, state, and local safety standards and requirements.

Precautions shall be always exercised for the protection of persons, (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with applicable safety provisions.

Lawn mowing discharge shall always be aimed away from people, buildings, children, and vehicles. Mower guards must be used as always intended for safety.

The Contractor shall provide and maintain in working order during work such fire protective equipment and devices as required by applicable safety standards and as they deem necessary. Contractor's employees shall be especially aware of the large number of children in the community and shall take necessary precautions to safeguard their well-being.

Contractor's employees shall follow all applicable safety standards including operating all equipment in conformance with the manufacturer's operating instructions for each, and in compliance with federal, state, and local safety standards and requirements.

Precautions shall be exercised at all times for the protection of persons, (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with applicable safety provisions.

Lawn mowing discharge shall at all times be aimed away from people, buildings, children, and vehicles. Mower guards must be used as intended at all times for safety.

The Contractor shall provide and maintain in working order during work such fire protective equipment and devices as required by applicable safety standards and as they deem necessary and suitable for any possible class or type of fires. Extinguishers shall be non-freeze type of not less than (10) pound capacity each.

Mowers weed trimmers and other equipment shall be properly maintained to operate at "normal" operating sound levels. Equipment that is generating excessive noise or is otherwise objectionable to the AHA shall be discontinued from use, at the AHA's request, until repairs can be made. The AHA shall be the sole judge of acceptable equipment under this section.

### **4. Property Damage**

Wherever any existing material, equipment or appurtenances are damaged by the Contractor, the cost of repair or replacement shall be charged to the Contractor. Items covered by this provision include, but are not limited to curbs, sidewalks, lawns (to include scalped areas), plantings, trees, signs, signposts, down spouts, natural gas lines, cleanout caps, water bibs, HVAC systems and refuse containers.

All injuries to any person, damage to AHA property, the property of residents, or any property not belonging to the Contractor, shall be reported immediately to the AHA.

Repair work due to damages caused by the Contractor shall be coordinated through, and subject to the approval of the AHA. Repairs shall be made with like materials in a manner acceptable to the AHA.

## **Specifications for Landscape Maintenance**

Contractors shall be acquainted with the location of utilities, which may be encountered or be affected by their work and shall be responsible for damage caused by neglect to provide proper precautions or protection.

The Contractor shall repair, to its original state, any landscape damaged by failure to provide proper and adequate protection, to the satisfaction of the AHA, or remove and replace with new work at the Contractor's expense.

Additionally, Contractors will be responsible for damages incurred to vehicles belonging to staff, residents, or guests on AHA property while performing service. This includes dents, scratches, cracks, or other damage as a result of mowing, edging, trimming, blowing or other ground maintenance activities. While not considered as "major" damage, the blowing of debris onto a vehicle is also the responsibility of the Contractor.

### **5. Site Inspection**

The AHA will, at its discretion, conduct site inspections by an authorized AHA Representative at any time before, during, and after each service to evaluate the quality, and completion of the work performed.

### **6. Beginning and End of Season**

The landscaping season is defined as year-round and will begin on April 1<sup>st</sup> of each year of the Contract, and end on March 31<sup>st</sup>.

### **7. Work Hours**

Contractor shall not operate lawn mowers, blowers, "weed whackers" (line trimmers), or other noise generating machinery outside of the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Weekend and Holiday work will not be permitted unless permission from the Contract Manager in consultation with other Managers is specifically given.

### **8. Inclement Weather Rescheduling**

Contractors may cancel all or part of a scheduled service due to inclement weather. However, it is the responsibility of the Contractor to contact the designated AHA Supervisor on or before 9:00 a.m. of the day to be canceled, when such cancellation is desired.

Inclement weather shall be defined as weather that both the Contractor and the AHA mutually agree makes the accomplishment of quality work unfeasible, unusually time consuming, potentially dangerous, or harmful. In the event a mutual agreement cannot be reached for a particular service, the inclement weather determination shall be made by the AHA. However in the event the AHA determines the Contractor is inappropriately using this provision, the AHA reserves the right to cancel this Contract.

Any part of a scheduled service that is canceled due to inclement weather shall be rescheduled by the Contractor to a date within three calendar days of the cancellation, or a mutually agreed upon time frame with the AHA.

The AHA may, at its option, elect not to reschedule any part of a service. The AHA shall have sole authority to cancel all or part of a service without recourse.

In the event of on-going wet or inclement weather, the Contractor and the AHA will negotiate a strategy to accomplish the necessary work according to the contract.

## Specifications for Landscape Maintenance

In areas of poor drainage which adversely affect the work of the Contractor, the Contractor shall be responsible for informing the AHA of the affected area immediately. The AHA will have discretionary authority to waive work quality standards in areas which both the AHA and the Contractor agree are problematic.

### 9. Mowing

**Frequency of mowing shall be at a minimum of every two (2) weeks throughout the entire contract period.** Weekly visits are greatly encouraged during high growth times or when inclement weather has precluded service in order to maintain the standards and quality of work expected of and by the Contractor. **All formal turf shall be maintained to a minimum height of no less than 2 inches in most areas and no more than 3-4 inches in large open and unobstructed areas to maintain a uniform lawn height free from scalping. Heights may be adjusted as the need determines, but only by an “authorized” Representative of the Housing Authority.** The Contractor must take every precaution to ensure that the height of grass is consistent with surrounding turf areas.

No AHA decorative wrought iron fence shall be removed to allow entry of larger mowing equipment. The unauthorized removal of fencing may be considered as “willful damage” to Housing Authority Property

### 10 Trimming

The Contractor shall be responsible at EVERY mowing to trim around trees, signposts, fencing, near buildings, playgrounds in curbs and gutters, around all dumpsters and dumpster area, etc. and any other part of the lawn area where the lawn mowers may not be able to reach during routine mowing. Areas to be trimmed shall be brought to the same level as the mowing level of the lawn. Care shall be taken not to damage structures, trees, or shrubbery with equipment. Trimming should be performed in a manner that eliminates or reduces grass clippings from entering parking areas.

### 11 Edging

All turf and paved areas shall be edged at each mowing service to include by not limited to all sidewalks, curbs, hard surfaces, and formal beds. Extreme caution should be used to prevent chipping of concrete structures by edging equipment. Edging should be performed in a manner that eliminates or reduces grass clippings from entering parking areas.

### 12 Grass Clippings

Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mowers used causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. Windrowed grass caused by mowing heavily dewed grass shall be the responsibility of the Contractor to remove. Blown clippings are not to be directed toward or onto any a/c condensing unit, parking areas, or storm drains.

### 13 Proper Equipment Type and Maintenance

The Contractor shall have and maintain the proper equipment adequate for the completion of the work being bid. The cutting edges of all mowing equipment used in the performance of work shall be kept in sharp condition. Grass bruising or rough cutting will not be accepted and may require the Contractor to perform rejuvenation procedures at no cost to the AHA in order to bring it out of a stress condition. The maintenance and upkeep of equipment is the sole responsibility

## Specifications for Landscape Maintenance

of the Contractor. The staff of the contractor shall not ask for any assistance, equipment parts, or use of equipment from the AHA.

### 14 Fences, Sidewalks, and Retention Ponds

The Contractor shall be responsible for maintaining the area up to and around fencing, including any retention walls or other similar barriers, and up to the tree lines on AHA property. All sidewalks must be maintained according to edging standards as well as must be maintained in a manner to prevent or eliminate growth in the cracks, joints, and seams. Additionally, any property that has a retention pond must be maintained on the inside of the fence to the same acceptable standards to ensure that these areas are kept constantly clean and clear of all debris and unwanted growth.

### 15 Waste Disposal

Grass clippings, oil cans, personal refuse and other items for disposal shall be disposed of by the Contractor in accordance with local, state, and federal laws.

### 16 Chemical Use

The AHA shall be notified prior to any chemical or pesticide use, and what chemical will be used and for what reason within AHA limits. The AHA should also be provided with any MSDS sheets for the pesticides that will be used. The Contractor shall possess a current Georgia Department of Agriculture, USDA and Commercial Pesticide Applicator Company License and all other licenses and permits required for compliance with all USDA regulations and statutes. All licensure requirements are the sole responsibility of the Contractor and the AHA accepts no responsibility for the misuse of a chemical or the misrepresentation by a Contractor.

### 17 Trees, Shrub and Ground Cover Areas

Landscape bed areas shall be kept in weed, leaf, and debris free condition. All landscape beds shall be weeded by hand, mechanical, and/or chemical means. Pre-emergent may be used up to twice (2) a year with AHA approval. The AHA encourages the use of industry recognized IPM practices.

All ornamental plant material except trees shall be judiciously pruned in accordance with standards of good practice and in accordance with the intended function of the plant in its present location. Major pruning shall be done at least every six months during the growing season. Shrubs shall be pruned to maintain desired shape and function as needed to provide a neat, trim appearance. All growth should be kept off of buildings and other structures. A good rule of thumb is a **minimum** of six (6) inches away from structures. There should be absolutely no growth of any kind attached to a building.

Ground cover shall be trimmed at the edge of hard surfaces, (sidewalks and curbs), trails, and bed areas. Ground covers shall be trimmed to prevent encroachment into shrubs, trees, utility vaults, irrigation valve boxes, and irrigation heads. Equipment used shall insure proper pruning techniques and that plant material will not be damaged.

At a minimum, annually (unless otherwise indicated in the specifications), the Contractor shall replenish mulch and/or pine straw to maintain a depth of no less than two inches in all planting areas and tree wells. Keep mulch and/or pine straw at least two inches away from the crown of plants and trees. Mulch shall be a medium bark or other, as directed by the AHA.



## Specifications for Landscape Maintenance

All shrubs and ground cover in landscape bed areas shall be fertilized twice a year with a slow-release fertilizer if required.

### 18 Other Services

Leaves shall be removed from all maintained areas. Including turf, fencing, landscape beds, and hard surfaces. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces, storm drains, a/c condensing units or neighboring properties. Undesirable vegetation in sidewalks, curbs, and other hard surfaces shall receive an approved herbicide application and be removed. Any actions causing debris to be blown on nearby automobiles shall be addressed by the contractor.

All encroaching, neighboring vegetation, including brush, trees, and shrubs, shall be kept trimmed from any roads, trails, walkways and maintained areas. Vegetation shall normally be trimmed at property boundaries, but also shall be trimmed to prevent the limitation of sightlines along trails and/or streets. A buffer area of four feet, along all trails maintained, will be kept to a height no greater than four inches where possible.

### 19 Walk the Site

The Contractor, in addition to the preliminary responsibility to thoroughly walk through and inspect the entire site with an authorized Housing Authority Representative prior to bidding, is also highly encouraged to walk the site on a monthly basis along with the authorized Representative of the Housing Authority. It is the responsibility of the Contractor to walk the site and know the site conditions in order to properly maintain the property according to the Contract Specifications.

### 20 Payment

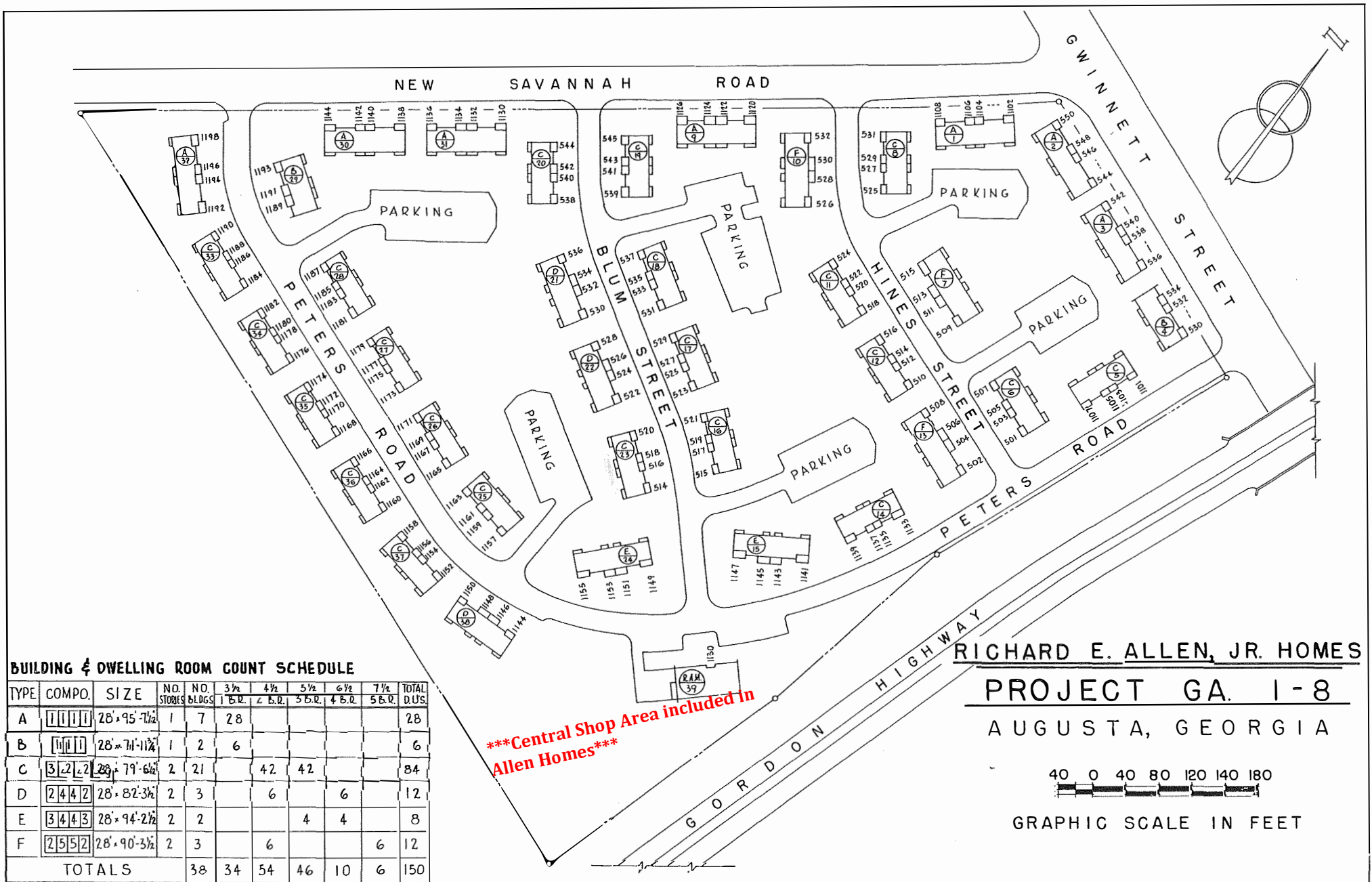
Payments shall only be made upon completion of all work according to the Contract Specifications and a positive approval from both the authorized Housing Authority Representative and the Contract Manager. As indicated in Section 1 of this document, **Payment may be withheld for incomplete or substandard work.** The Augusta Housing Authority reserves the right at its discretion, to withhold payment or in certain situations issue prorated remuneration if deemed appropriate

Under normal and completely approved circumstances, the AHA shall remit to the Contractor the Annual Cost for each year in twelve (12) equal monthly installments unless otherwise indicated. Typically, payments will be made within fifteen (15) but no more than thirty (30) days of service month's end and receipt of the Contractor's "correct" monthly invoice. As the Housing Authority does NOT pre-pay for services, it cannot honor any invoice for contract payment prior to the end of the service month. However, Contractors are encouraged to have their monthly invoices into the Housing Authority no later than the 20<sup>th</sup> of the month to ensure prompt payment for completed work.

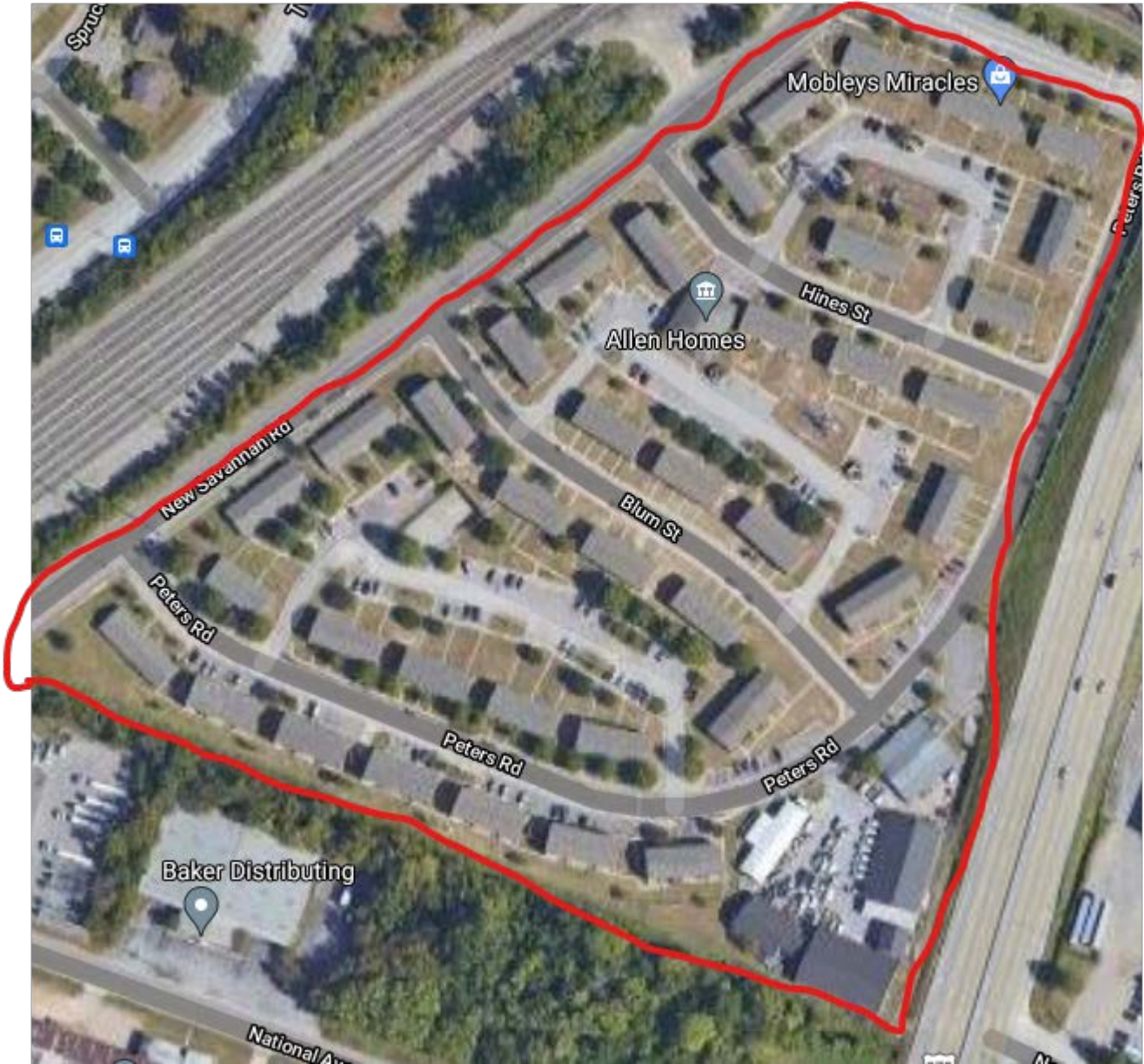
### 21 Disclaimer

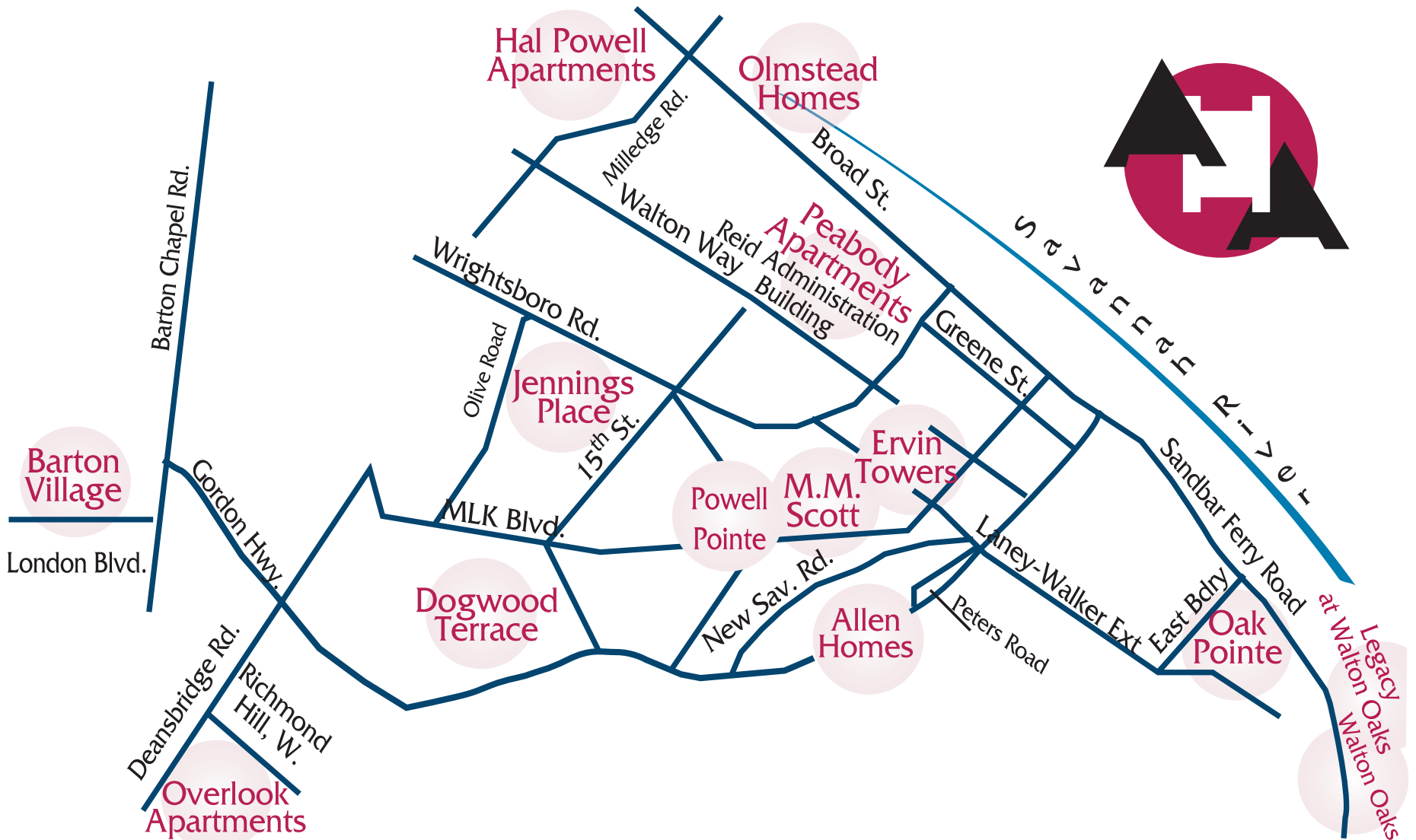
Any maps, drawings, or photos of the sites provided to Contractor either in the Bidding/Proposal Package or separately by the Housing Authority is done so as a source of basic and "informal" information. These items if provided, are done so as a simple courtesy to the Contractor in order to ascertain a general idea of the site, but they are NOT to be used as absolute determining factors for definitive boundaries or otherwise. Bidders and Contractors are strongly advised to walk the site with an authorized Housing Authority Representative in order to have an accurate understanding of the site along with specific expectations and other pertinent information.

## **Specifications for Landscape Maintenance**



\*\*\* See Disclaimer listed on Section 21 of the Specifications\*\*\*





## Augusta Housing Authority Public Housing Communities

# **SAFETY SPECIAL NOTICE**

## **TO BE USED WITH OCCUPIED BUILDING**

While work is being performed, this building and/or neighboring buildings is occupied and is a residence of the Augusta Housing Authority.

Contractor will stage his work schedule so as to maintain the security of the site at all times during the construction. Contractor will erect temporary barriers and protection to prevent unauthorized access to construction areas as well as protect residents, visitors, and staff from debris and hazards.

Work will be scheduled so as to minimize interruptions to residents and provide notice prior to performing work that will require limited access. Ensure areas accessible by residents, visitors, and staff are free of hazards at the end of each work day.