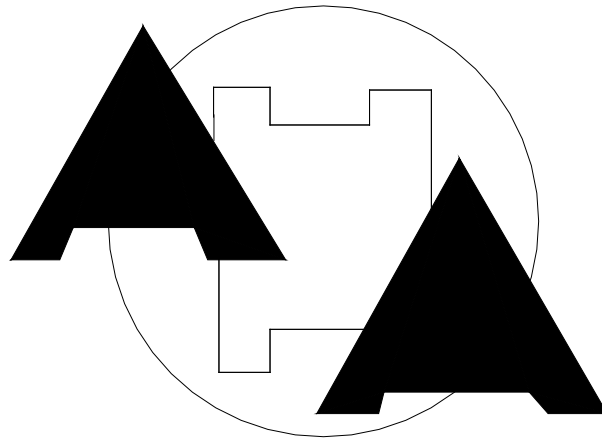


**THE HOUSING AUTHORITY  
OF THE  
CITY OF AUGUSTA, GEORGIA**



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

**Specifications for:  
The Janitorial Services Contract For  
Ervin Towers Apartments, GA01000072  
DATED: December 19, 2023**

## **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, January 19, 2024, for Ervin Towers Apartments, GA01000072, Augusta, Ga. All proposers will be evaluated as to quality and completeness of proposal. The successful proposer will be informed of their selection no later than March 5, 2024.

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 the Housing Authority Planning and Development Department, Dr. Gregory Francisco, Director at (706) 312-3165.

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 No bid may be withdrawn for a period of sixty (60) days after time has been called on date of proposal opening.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

## **Work List for the Janitorial Services Contract for Ervin Towers GA001000072**

The following list will be considered by all prospective proposers as a list of the **minimum** recommended work required for the Janitorial Services at Ervin Towers GA001000072, Augusta, Georgia. The contractor shall consider in the proposal any additional work that may be required to maintain the sites in a clean, sanitary and serviceable manner. Failure of the contractor to adhere to the **minimal** acceptable standards will be cause for cancellation of the contract.

The Minimal Acceptable Work for each building shall be as follows.

### **Lobbies and Corridors**

The following shall be performed a minimum of five (5) times per week.

- Entrance Glass Cleaned (First Floor)
- Entrance Walk Swept
- Walk-off mats vacuumed
- Floors dust mopped and damp mopped
- Lobby Urns cleaned and serviced
- Waste cans emptied, liners replaced as needed
- Corridor water coolers cleaned and sanitized

The following shall be performed at least once (1) a week

- Dust all furniture and horizontal surfaces
- Sweep outside porches
- Clean insides of windows in corridors on all floors
- Clean / Dust handrails in corridors, all floors to include wall surfaces in the area of the handrails to remove any smudges or foreign matter.

The following shall be performed at least once (1) a month

- High and low dusting in all lobbies
- Corridor air diffusers cleaned
- All Vinyl tile floors spray buffed to a uniform appearance
- Clean all 1<sup>st</sup> floor windows inside and out

### **Offices/Conference Rooms/Social Rooms/ Shops**

The following shall be performed at least five (5) times a week

Office furniture and fixtures dust horizontal surfaces that are readily available and require dusting  
Waste baskets emptied and liners replaced  
Carpet spot vacuumed and spot cleaned  
Dust mop and sweep floors, tile floors will be spot mopped as needed

The following shall be performed at least weekly  
Tile floors wet mopped

The following shall be performed at least once (1) a month  
Thoroughly dust furniture  
Tile floors spray buffed to a uniform appearance

## **Restrooms**

The following shall be performed at least five (5) times a week  
Clean mirrors and bright work  
Clean and sanitize toilets and urinals  
Empty towel/trash receptacles  
Fill napkin dispensers  
Fill soap dispenser  
Fill toilet paper dispensers  
Fill towel dispensers  
Sanitize and damp mop restrooms

The following shall be performed at least once (1) a week  
Spot clean toilet partitions

## **Windows**

The following shall be performed at least weekly.  
Entrance and Lobby glass on the first floor, to include all pay windows and office windows clean the lobby glasses on all floors to include balcony windows.

## **Elevators and Stairwells**

The following shall be performed daily.  
Clean all elevator doors (each floor) and sweep floors.  
Clean landings in stairwells to remove any obstructions

Sanitize elevator cabs

The following shall be performed at least once (1) a week

Floors dust mopped and damp mopped

Clean all windows in stairwells

Sweep stairways

Dust railings

The following shall be performed at least once (1) a month

Polish elevator doors, spray buff floors

## **Laundry Rooms**

The following shall be performed at least five (5) times a week

Empty trash receptacles and replace liners

Check and empty lint screens in dryers

Clean folding tables

Dust and damp mop tile floors

The following shall be performed at least three (3) times a week

Clean glass partitions

Damp wipe top and front of washers/dryers

## **Miscellaneous**

Clean Ground Floor Windows\* - Weekly (those not addressed above)

\*General Note: First floor and all interior accessible windows clean inside and outside. Above first floor clean inside only.

Dust Blinds - Monthly

Strip, seal, and wax VCT floors at least twice a year, as coordinated with owner.

The Ground Floor ceramic tile floors at Ervin Towers shall be power scrubbed once a month.

## **Supplies:**

The Housing Authority of the City of Augusta will provide the following items:

Trash can liners, paper towels, paper tissue, and soap for the soap dispensers.

All other supplies and cleaning materials will be the responsibility of the contractor.

The following are minimal standards that shall be adhered to by all prospective proposers.

All contractors and their employees shall be bonded

Either uniform shall properly identify all employees with their name and the name of the firm, prominently displayed. Or at a minimum they shall have picture identification cards prominently displaying their name and company name. Regardless of the method of identification, the employee shall be properly dressed, in a professional manner or appearance 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.

The contractor shall, upon initial Notice to Proceed, perform an initial comprehensive cleaning of each site to include stripping and waxing all vinyl tile floors.

The contractor will certify that products used on the floors, walls, windows etc. are of a good quality and are approved for use on the surfaces intended.

The contractor will maintain a log on site of daily duties performed. The log will be available for immediate inspection upon request by the Authority Representative.

Inspections will be performed on conditions at least twice (2) a month. During these inspections the Housing Authority Representative shall identify all areas that have substandard 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.

The Owner reserves the right to cancel the contract at any time upon thirty- (30) day's notice with or without cause. If the contract is canceled the contractor will be due only those moneys due for services rendered up to the point of cancellation.

All prospective proposers will respond with a letter (signed by the individual who may execute a contract) on company letterhead in a sealed envelope with the company name, name of project they are submitting a proposal on and the date of the proposal. Failure to include the forms listed in the invitation for proposal or complete and/or include **any** requested information may be grounds for rejection of the proposal. The Housing Authority of the City of Augusta, Georgia reserves the right to accept or reject any proposals and to waive any formalities in the proposing process.

## 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: Janitorial Services Contract for Ervin Towers Apartments, GA01000072 Augusta, GA

Gentlemen/Ladies:

The Undersigned, having familiarized (themselves) with the local conditions affecting the cost of the work, and with the specifications, the Addenda and work lists prepared by The Housing Authority of The City of Augusta, Georgia, hereby proposes to furnish all labor, materials, equipment and services required for , Ervin Towers Apartments, GA01000072 Augusta, GA. 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 April 1, 2024 to March 31, 2025 for a price of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) per month.

Total This Period (\$ \_\_\_\_\_)

### **OPTIONAL Additional Year Two:**

The contractor proposes to perform all work as listed in the work list for the period of time April 1, 2025 to March 31, 2026 for a price of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) per month.

Total This Period (\$ \_\_\_\_\_)

### **OPTIONAL Additional Year Three:**

The contractor proposes to perform all work as listed in the work list for the period of time April 1, 2026 to March 31, 2027 for a price of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) per month.

Total This Period (\$ \_\_\_\_\_)



**OPTIONAL Additional Year Four:**

The contractor proposes to perform all work as listed in the work list for the period of time April 1, 2027 to March 31, 2028 for a price of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) per month.

Total This Period (\$ \_\_\_\_\_)

**OPTIONAL Additional Year Five:**

The contractor proposes to perform all work as listed in the work list for the period of time April 1, 2028 to March 31, 2029 for a price of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) per month.

Total This Period (\$ \_\_\_\_\_)

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 from 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 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – 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

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

#### 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; A

- (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). 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. 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.

# 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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 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.

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- (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 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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
  - ( ) 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.

(v) 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.
  - (i) 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.

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. 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.

#### **19. 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.

#### **20. 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.

#### **21. Liens**

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

#### **22. 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 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. 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

**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 Controlling Participant(s) of Covered Projects</b> <i>(See instructions)</i>		<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 Controlling Participants and attach complete organization chart for all organizations showing ownership %**

Name and address ( Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
  2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
    - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
    - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
    - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
    - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
    - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
    - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
    - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  3. All the names of the controlling participants who propose to participate in this project are listed above.
  4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
  5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
  6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
  7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
  8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Controlling Participant	Signature of Controlling Participant	Certification Date (mm/dd/yyyy)	Area Code and Tel. No.
<b>This form prepared by (print name)</b>			<b>Area Code and Tel. No.</b>

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

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

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

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

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

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

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

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

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

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.



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**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

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

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

**PRA Statement:** The public reporting burden is estimated at 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

## **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.

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )  
 )  
 ss.  
 County of \_\_\_\_\_ )

being first duly sworn, deposes and says,

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

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

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

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

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

*Subscribed and sworn to before me,*

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

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

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

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

## **2011 HOUSE BILL 87 RESOURCES**

### **SECTION 3 AFFIDAVITS**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## OFFICIAL NOTICE

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

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

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

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

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

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

#### 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

### **SALARIOS PREVALECIENTES**

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

### **SOBRETIEMPO**

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

### **CUMPLIMIENTO**

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

### **APRENDICES**

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

### **PAGO APROPIADO**

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

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)



**HUD-52158  
Maintenance Wage Rate Determination**

**U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

Agency Name:	DBLS Agency ID No:	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date:	Expiration Date:

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 (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

*Ara Turman*

\_\_\_\_\_  
DBLS Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)



U. S. Department of Housing and Urban Development  
Region IV Office of Davis-Bacon and Labor Standards  
40 Marietta Street, SW  
Atlanta, Georgia 30303

May 8, 2023

Jacob Oglesby, Executive Director  
Housing Authority of the City of Augusta  
P.O. Box 3246, Hill Station  
Augusta, GA 30914-3246

Dear Mr. Oglesby:

Enclosed is Form HUD-52158, Maintenance Wage Rate Determination, which lists the schedule of prevailing maintenance wage rates for maintenance workers, employed by the Housing Authority, **or by contractors employing maintenance laborers and mechanics in the routine operation of Housing Authority**. This schedule has been established pursuant to Section 12(a) of the United States Housing Act of 1937, as amended, and Section 104(b)(I) of the Native American Housing Assistance and Self Determination Act of 1996, as amended. It is effective for a two-year period beginning on the date shown. The Housing Authority and its contractors must pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

The Housing Authority must maintain appropriate records (payrolls, work orders, job descriptions, training program materials and apprentice/trainee registrations, and any other data related to the employment and utilization of maintenance laborers and mechanics) which must be preserved for no less than three years, or until resolution of any dispute.

This correspondence pertains to **routine** maintenance work; you should request a separate wage determination and guidance from this office regarding any work to be performed which cannot be properly classified as routine maintenance. If you are not satisfied with the rates issued, you may request a review by submitting documentation to this office showing why the rates issued are not appropriate.

If you require assistance, or further information concerning the matters discussed in this letter, please do not hesitate to contact me at (678) 732-2062 or [Ira.C.Turman@hud.gov](mailto:Ira.C.Turman@hud.gov)

Sincerely,

/s/

Ira C. Turman  
Labor Standards Specialist

**Enclosure**

*HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.*





# Section 3

# Final Rule

## Implementation Plan

# Section 3

# Final Rule

<b>Version Number</b>	<b>Date Updated</b>	<b>Summary of Changes</b>
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1.0	4/21/2022	Section 3 Final Rule Initial Draft

# Section 3 Plan

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*Original Section 3 Plan: 4-18-2011*

- Revision #1: 4-20-2012*
- Revision #2: 4-18-2013*
- Revision #3: 4-15-2014*
- Revision #4: 4-16-2015*
- Revision #5: 4-22-2016*
- Revision #6: 4-20-2017*
- Revision #7: 4-15-2018*
- Revision #8: 4-18-2019*
- Revision #9: 4-12-2020*
- Revision #10: 4-25-2021*
- Revision #11: 4-21-2022*

*AHA Update as of: April 21, 2022*

# 1. Overview of Section 3 Requirements

## A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR Part 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

## B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Housing Authority of the City of Augusta, GA and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements in implementing of Section 3 of the HUD act of 1968, as amended in 1994. The Housing Authority of the City of Augusta, GA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

The Housing Authority of the City of Augusta, GA may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

## C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing, and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

## 2. Section 3 Coordinator

The Housing Authority of the City of Augusta, GA's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for the Housing Authority of the City of Augusta, GA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to the Housing Authority of the City of Augusta, GA's Section 3 Coordinator with questions regarding Section 3 compliance:

Jill Kirkland  
Contract & 504 Coordinator  
jkirkland@augustapha.org

## 3. Employment, Training, and Contracting Goals

### A. SAFE HARBOR COMPLIANCE

The Housing Authority of the City of Augusta, GA will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in [section C](#). After completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

### B. SAFE HARBOR BENCHMARKS

The Housing Authority of the City of Augusta, GA has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance. The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

$$\text{Section 3 Labor Hours/Total Labor Hours} = 25\%$$

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

$$\text{Targeted Section 3 Labor Hours/Total Labor Hours} = 5\%$$

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, The Housing Authority of the City of Augusta, GA will review and update the Section 3 Plan every 3 years, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the Housing Authority of the City of Augusta, GA are required to certify that they will comply with the requirements of Section 3.

## **C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING**

### **EMPLOYMENT AND TRAINING**

Under the Housing Authority of the City of Augusta, GA's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

### **CONTRACTING**

Under the Housing Authority of the City of Augusta, GA's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and

- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

## 4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from The Housing Authority of the City of Augusta, GA or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker, or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to The Housing Authority of the City of Augusta, GA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

### A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, The Housing Authority of the City of Augusta, GA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:



- a) A resident of public housing; or
- b) A resident of other public housing projects or Section 8-assisted housing; or
- c) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. The certification procedure will consist of the following:

## PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance, the Housing Authority of the City of Augusta, GA must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, the Housing Authority of the City of Augusta, GA will follow subpart C of Part 75. Refer to chart in Appendix B.

## B. SECTION 3 BUSINESS CONCERN CERTIFICATION

The Housing Authority of the City of Augusta, GA encourages contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements can self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify to the Housing Authority of the City of Augusta, GA, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located in Appendix C. Section 3 Forms.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the Housing Authority of the City of Augusta, GA previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after 6

months. Establishing a 6-month certification of eligibility period allows the Housing Authority of the City of Augusta, GA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

## 5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the Housing Authority of the City of Augusta, GA will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with Section 3 program.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>
- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage the Housing Authority of the City of Augusta, GA's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.

## 6. Section 3 Outreach

### A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, the Housing Authority of the City of Augusta, GA's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher".
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in the Housing Authority of the City of Augusta, GA database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
  - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
  - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices;
  - c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

### B. OUTREACH EFFORTS FOR CONTRACTING

When contracting opportunities arise in connection with the Section 3 program, the Housing Authority of the City of Augusta, GA will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with the Housing Authority of the City of Augusta, GA's Business/Economic Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the Housing Authority of the City of Augusta, GA as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

## 7. Section 3 Contracting Policy and Procedure

The Housing Authority of the City of Augusta, GA will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the Housing Authority of the City of Augusta, GA be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form.

## 8. Section 3 Provisions/Contract Language

The Housing Authority of the City of Augusta, GA will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. The Housing Authority of the City of Augusta, GA will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit The Housing Authority of the City of Augusta, GA contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 for public housing financial assistance.

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 9. Reporting Requirements

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to the Housing Authority of the City of Augusta, GA's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

### A. MONTHLY REPORTING

- 1) Contractors are required to submit monthly activity reports to the Housing Authority of the City of Augusta, GA's Section 3 Coordinator at <mailto:jkirkland@augustapha.org> by the 10th day of each month.

### B. ANNUAL REPORTING

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
- 2) Upon the completion of a project, the Housing Authority of the City of Augusta, GA's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- 3) The Housing Authority of the City of Augusta, GA's Section 3 Coordinator will submit the Section 3 data to HUD thru SPEARS prior to the due date of the reporting period.

### C. REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

- 1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, the Housing Authority of the City of Augusta, GA, and any other recipient will report on the project as a whole and will identify the multiple associated recipients.
- 2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the Housing Authority of the City of Augusta, GA will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in Appendix B.

## 10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, the Housing Authority of the City of Augusta, GA encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within Thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. The Housing Authority of the City of Augusta, GA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The Housing Authority of the City of Augusta, GA will provide written documentation detailing the findings of the investigation. The Housing Authority of the City of Augusta, GA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than Sixty (60) days after the filing of complaint. If complainants wish to have their concerns considered outside of the Housing Authority of the City of Augusta, GA a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, [www.hud.gov/](http://www.hud.gov/).

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: [www.EEOC.gov](http://www.EEOC.gov).

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

# 11. Appendices

## APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

*1937 Act* means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

*Contractor* means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

*Professional services* means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in 24 CFR Part 75.3(a)(1).

*Public housing project* is defined in 24 CFR 905.108.

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
  - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
  - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

*Section 3 Coordinator* is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

*Section 3 project* means a project defined in 24 CFR Part 75.3(a)(2).

*Section 3 worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.
- (iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

*Subrecipient* has the meaning provided in the applicable program regulations or in 24 CFR 200.93.

*Targeted Section 3 worker* has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).



## APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	\$200,000 REPORTING
<b>Public Housing and Housing and Community Development</b>	<p><b>PHA</b> – must follow subpart B of Part 75</p> <p><b>HCD</b> – may follow subpart B or C of Part 75</p>	<p>None</p> <p>*Any amount of PH assistance triggers Section 3</p>	<p><b>PHA</b> – must follow subpart B of Part 75</p> <p><b>HCD</b> – may follow subpart B or C of Part 75</p>	<p><b>PHA</b> – must follow subpart B of Part 75</p> <p><b>HCD</b> – may follow subpart B or C of Part 75</p> <p>Both - Must report on project as a whole and identify the multiple associated recipients</p>
<p><b>Multiple Sources of Housing and Community Development</b> <i>(single or multiple recipients)</i></p>	<p>Must follow subpart C of Part 75</p>	<p>Exceeds for Section 3 projects</p> <p>*LHCHHP exceeds \$100,000</p>	<p>Must follow subpart C of Part 75</p>	<p>Must follow subpart C of Part 75</p> <p>Must report on project as a whole and identify the multiple associated recipients</p> <p>Must report to the applicable HUD program office, as prescribed by HUD</p>

## APPENDIX C: SECTION 3 FORMS

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## Section 3 Business Concern Certification for Contracting

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**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

### Business Information

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

### Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

### Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

### Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

**Business Concern Affirmation**

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

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

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

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

**FOR ADMINISTRATIVE USE ONLY**

Is the business a Section 3 business concern based upon their certification?

YES  NO

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**

**The Housing Authority of The City of Augusta, GA**



## Section 3 Income Limits

### Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

#### Individual Income Limits for Augusta-Richmond County, GA FY 2022

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$15,600
Very Low Income Limits (50%)	\$25,950
Low Income Limits (80%)	\$41,550

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

#### Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

#### Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.

## Section 3 Worker and Targeted Section 3 Worker Self-Certification

---

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

### Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

**Instructions:** Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name:

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)?  YES  NO
2. Are you a resident of the Augusta/Richmond County?  YES  NO
3. In the field below, select the amount of individual income you believe you earn on an annual basis. \*The grantee should confirm that their state and local laws do not prohibit this question.

- Less than \$10,000       \$30,001 - \$40,000     More than \$60,000     \$10,001 - \$20,000  
 \$40,001 - \$50,000     \$20,001 - \$30,000     \$50,001 - \$60,000

Select from **ONE** of the following two options below:

I qualify as a:

- Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)  
 Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)



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### Employee Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

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

#### FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification?  YES  NO

Is the employee a Targeted Section 3 worker based upon their self-certification?  YES  NO

Was this an applicant who was hired as a result of the Section 3 project?  YES  NO

If Yes, what is the name of the company? \_\_\_\_\_

What was the date of hire? \_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**



**The Housing Authority of The City of Augusta, GA**  
**Section 3 Income Limits**

**Eligibility Guidelines**

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits for Augusta-Richmond County, GA**

**FY 2022**

Income Limits Category	FY 2022 Income Limits
Extremely Low Income Limits (30%)	\$15,600
Very Low Income Limits (50%)	\$25,950
Low Income Limits (80%)	\$41,550

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

**Section 3 Worker Definition:**

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

**Targeted Section 3 Worker Definition (for public housing)**

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.





# SECTION 3 BUSINESS UTILIZATION PLAN

## Company Contact Information

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

## Instructions

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

*Executive Director  
1435 Walton Way  
Augusta, GA 30901*

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

## Subcontractors Working on this Job

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

## Current Workforce Information

*Detail the company's current workforce information.*

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





## Affidavit of Commitment

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

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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*

---

*Date*

## **Special Conditions**

### **Section 3 Requirements, 24 CFR Part 75**

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 or Clause 13 in form HUD-5370-EZ dated November 1992.

#### **Section 3 Worker:**

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern: or
- A Youth Build participant.

#### **Section 3 Targeted Worker:**

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past 5 years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A Youth Build participant.

#### **Section 3 Business Concern:**

- At least 51 percent of the business is owned and controlled by low- or very low-income persons
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers

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

- The University of Georgia  
Small Business Development Center  
2907 Professional Pkwy, Suite B  
Augusta, Georgia 30907  
Phone (706) 650-5655  
FAX (706) 650-5660  
Email: [augusta@georgiasbdc.org](mailto:augusta@georgiasbdc.org)

Continued

## **Special Conditions**

### **Section 3 Requirements, 24 CFR Part 75**

- 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

**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 75 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.**

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.



# **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.

## 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 Janitorial Services Contract for Ervin Towers Apartments, GA01000072, Augusta, GA. 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 on available on-line thru the HUD website:

Public Housing Comprehensive Improvements Assistance Program, Handbook 7485.1

Public Housing Modernization Standards, Handbook 7485.2

Manual of Acceptable Practices, Handbook 4930.1

Public Housing Development, Handbook 7417.1

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

27. PROTECTION OF EXISTING STRUCTURES, TREES AND SHRUBS:

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

28. BARRICADES:

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

29. EXISTING IMPROVEMENTS:

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

30. RESTORATION OF PROPERTY:

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

31. CLEANING:

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

32. CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final certificate nor payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty workmanship or faulty materials, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall promptly correct, remedy, or remove from the premises all work condemned by the Architect as failing to conform to the contract or as being faulty in materials or workmanship, and the Contractor shall promptly replace and re-execute the work in accordance with the contract and without expense to the Owner. The Contractor shall give prompt notice to the Architect, with copy to the Owner, upon completion of the correction of any work or materials condemned by the Architect as not being in accordance with this contract. In the absence of said notice, it shall be and is presumed conclusively under this contract that there has been no correction of the condemned work or materials. If the Contractor does not remove, correct, or remedy faulty work, including any work called for by the contract documents but omitted, within a reasonable time, fixed by a written notice of the Owner, the Owner

may remove the work, correct the work, or remedy the work at the expense of the Contractor. Correction of defective work executed under the plans and specifications, whether covered by warranty of a sub-contractor or materialman or by separate bond of any sub-contractor or materialman, remains the primary direct responsibility of the Contractor. The foregoing obligations of the Contractor shall remain in effect until the same shall have been extinguished by operation of the Statute of Limitations for the jurisdiction which the work is executed. As additional security for the fulfillment of such obligations, but in no way limiting it, the Contractor shall furnish to the Owner as a collateral instrument for use in connection with the Performance Bonds a written warranty and guarantee of the Contractor that all work executed under the plans and the specifications will be free from defects of materials and workmanship for a period of no less than one (1) year from the date of final acceptance. In the case of work performed by subcontractors and also whenever specific guaranties, warranties, or bonds are called for in the trade sections of the specifications, the Contractor shall furnish guaranties, warranties, or both for such a period of time as maybe stipulated and in no event for less than one (1) year, on which he himself is obligator and he shall obtain and furnish from the sub-contractors or materialmen warranties, guaranties, or bonds for such a period of time as may be stipulated, and in no event for less than one (1) year, which shall be in such form as to permit direct enforcement by the Owner against the sub-contractor materialmen: provided, however, that in the latter instance the general contractor shall also be named as joint principal with such subcontractor or materialman in any bond, warranty, or guaranty, and the instrument shall state that liability is joint and several. The calling for and the furnishing of specific written warranties, guaranties, or bonds shall in no way limit the obligations of the Contractor set forth herein.

33. NOTICE OF DISPUTES:

The Contractor shall notify the Owner within ten (10) calendar days in writing of any change or discrepancy in conditions or work which may alter the price of the contract or increase the time of completion. Failure to do so shall 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 own 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.