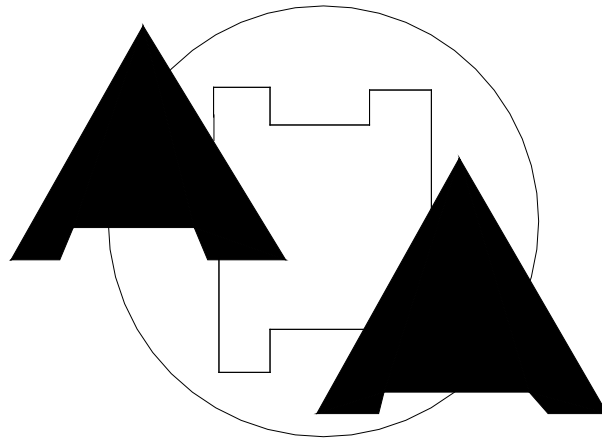


**THE HOUSING AUTHORITY
OF THE
CITY OF AUGUSTA, GEORGIA**



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

**Specifications for:
The Removal and Replacement
of the Fire Resistive Glass in the
Emergency Stairwells @
Peabody Apartments
GA001000071
DATED: October 5, 2022**

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*DOCUMENTS **PROVIDED** in this Bid Specifications Package:*

1. **Invitation for Bid** (1 page)
2. ***Bid Form** (6 pages)
3. ***Payment and Performance Bonds** (7 pages)
4. **Scope of Work/Task List/ Drawings/Specifications** (2 pages)
5. **General Contract Conditions for Small Construction/Development Contracts** (HUD 5370 EZ – 7 pages)
6. ***Representations and Certifications** (HUD 5369-A 4 pages)
7. ***Previous Participation Certificate** (HUD 2530 – 2 form pages + instructions 3 pages)
8. ***Debarment Certification** (2 pages)
9. ***Non-Collusive Affidavit** (1 page)
10. ***Drug Free Certification** (1 page)
11. ***E-Verify Notice and Affidavits for Contractor and if applicable for ALL subcontractors and sub-subcontractors** (4 pages)
12. **Official Notice – License Requirement** (1 page)
13. ***Section 3 Final Rule Implementation Plan** (5 form pages + 19 instruction pages)
14. *** Section 3 Business Utilization Plan** (6 pages)
15. **Special Conditions – Section 3 Requirements, 24 CFR Part 75** (2 pages)
16. **Employee Rights under the Davis-Bacon Act** (2 pages)
17. **Wage Rate Decision – Davis-Bacon Act** (6 pages)
18. **Safety Special Notice** (1 page)
19. **Minimum Accepted Standards & Materials** (4 pages)
20. ***Buy America, Build America Certification Form** (2 pages)
21. **Special Conditions for Peabody Apartments Fire Resistive glass replacement** (11 pages)

*** See Documents Required for Bid**

Invitation for Bids

The Housing Authority of The City of Augusta, Georgia will receive Bids in the Large Board Room of the J. Madden Reid Administration Building, 1435 Walton Way, Augusta, Georgia 30901 until 10:00 A.M., (local time) in Augusta, Georgia on Wednesday, November 9, 2022, for The Removal and Replacement of the Fire Resistive Glass in the Emergency Stairwells @ Peabody Apartments GA001000071, Augusta, Ga, 30901. At the time and place noted above, the bids will be publicly opened and read aloud.

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

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

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

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

Attention is called to the provisions for equal employment opportunity and to the requirement that not less than minimum salaries and wages as set forth in the specifications must be paid on this project. The work to be performed under this contract is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C.1701u (Section 3). The purpose of Section 3 is to 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

BID FORM

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

RE: The Removal and Replacement of the Fire Resistive Glass in the Emergency
Stairwells @ Peabody Apartments GA001000071, Augusta, Ga, 30901

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 The Removal and Replacement of the Fire Resistive Glass in the Emergency Stairwells @ Peabody Apartments, GA001000071, Augusta, GA 30901, all in accordance therewith.

The Base Bid shall consist of the following:

A TOTAL SUM OF _____ Dollars
(\$ _____) which sum hereinafter called the "Base Bid".

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 **45** calendar days from and including said date.

In submitting the Bid, it is understood that the right is reserved by The Housing Authority of The City of Augusta, Georgia to reject any and all bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the Undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the Undersigned agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to him for signature.

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

The Bidder represents that he/she has has not participated in a previous Contract or Sub-Contract subject to the Equal Opportunity clause prescribed by Executive Orders

Contractor Name and Initial _____

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

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

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

*RECEIPT OF THE FOLLOWING ADDENDUM IS ACKNOWLEDGED.

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

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

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

Contractor Name and Initial_____

DATE: _____

(COMPANY NAME)

OFFICIAL ADDRESS:

_____ BY: _____
TITLE: _____
SIGNATURE: _____

*DOCUMENTS **REQUIRED** for BID:*

- 1. This Bid Form**
- 2. Previous Participation Certificate (HUD 2530)**
- 3. Debarment Certification**
- 4. Non-Collusive Affidavit**
- 5. Drug Free Certification**
- 6. E-Verify Affidavits for Contractor and, if applicable, for ALL Subcontractors and Sub-subcontractors**
- 7. Section 3 Business Certification**
- 8. Representations, Certifications and Other Statements of Bidders (HUD-5369-A)**
- 9. Build America Buy America Certification**
- 10. Bid Bond, if over \$100,000.00**

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

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

Contractor Name and Initial _____

BID BOND

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

KNOWALL MEN BY THESE PRESENTS:

That _____ as Principal

(Legal Name and Address of Contractor)

(hereinafter called the "Principal"), and

_____ as Surety

(Legal Title and Address of Surety)

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

(Amount of Contract in Dollar Amount)

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

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

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

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

In the Presence of:

_____	_____ (SEAL)
Plain Witness	(Individual Principal)

_____	_____ (SEAL)
Notary	(Business Address)

ATTEST: _____

(Corporate Principal)

_____	_____
Witness	(Business Address)

Affix Corporate Seal

BY: _____

(Signature)

(Print Name)

ATTEST: _____

(Corporate Surety)

_____	_____
Witness	(Business Address)

Affix Corporate Seal

BY: _____

(Signature)

(Print Name)

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

COUNTERSIGNED: _____ (Resident Agent)

(Print Name of Resident Agent Above)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Signature)

Affix Corporate Seal

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

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

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

PAYMENT BOND

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

KNOWALL MEN BY THESE PRESENTS:

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

_____ as Surety
(Legal Title and Address of Surety)

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

(Amount of Contract in Dollar Amount)

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

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

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

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

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

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

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

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

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

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

In the Presence of:

_____	_____ (SEAL)
Plain Witness	(Individual Principal)

_____	_____ (SEAL)
Notary	(Business Address)

ATTEST:

_____	_____
	(Corporate Principal)

_____	_____
Witness	(Business Address)

BY: _____
(Signature)

Affix Corporate Seal

(Print Name)

ATTEST:

(Corporate Surety)

Witness

(Business Address)

BY: _____

(Signature)

Affix Corporate Seal

(Print Name)

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

The total amount of premium charges is \$_____.

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

COUNTERSIGNED: _____ (Resident Agent)

(Print Name of Resident Agent Above)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Signature)

Affix Corporate Seal

PERFORMANCE BOND

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

KNOWALL MEN BY THESE PRESENTS:

That _____ as Principal

(Legal Name and Address of Contractor)

(hereinafter called the "Principal"), and

_____ as Surety

(Legal Title and Address of Surety)

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

(Amount of Contract in Dollar Amount)

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

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

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

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

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

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

Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

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

The undersigned Principal and Surety do further hereby consent and yield to the jurisdiction of the State Civil Courts of Richmond County, Georgia, and shall assure all undertakings under said agreement or Contract.

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

In the Presence of:

_____	_____ (SEAL)
Plain Witness	(Individual Principal)

_____	_____ (SEAL)
Notary	(Business Address)

ATTEST:	_____
	(Corporate Principal)

_____	_____
Witness	(Business Address)

	BY: _____
	(Signature)

Affix Corporate Seal	_____
	(Print Name)

ATTEST:

(Corporate Surety)

Witness

(Business Address)

BY: _____

(Signature)

Affix Corporate Seal

(Print Name)

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

The total amount of premium charges is \$_____.

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

COUNTERSIGNED: _____ (Resident Agent)

(Print Name of Resident Agent Above)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Signature)

Affix Corporate Seal

The Replacement of the Fire Rated Glass in the Emergency Stairwells @ Peabody Apartments GA001000071

SCOPE OF WORK

The work to be accomplished under this contract is the Removal and Replacement of the Fire Resistive Glass in the Emergency Stairwells @ Peabody Apartments GA001000071, Augusta, Ga, 30901. The successful contractor is to provide all labor, equipment, tools, materials, supplies, means and methods as required for the replacement of Forty (40) stairwell fire rated temperature glass panes in the existing framing system in stairwells No. 1 and No. 2 on floors 2 thru 11.

GENERAL SCOPE:

- Fire Resistive glass shall be installed by a specialty contractor/installer with appropriate experience and qualifications.
- Verify existing opening at jobsite. The Fire Resistive glass dimensions will be assumed to be dimensions verified by the contractor at the jobsite.
- Submit all materials to be used for verification to the AHA Planning and Development before materials are ordered.
- Remove the existing 40 double pane fire rated windows, trim, and sealants. Dispose of all materials in accordance with regulations and specifications.
- The frames are to be inspected as the progress moves forward for any rust or damage causing the frame to be a fire safety concern. Repair any damaged frames with the proper compound used for metal/steel repairs. Paint frames with approved color selected by the Housing Authority of the City of Augusta, GA. (AHA)
- Install 40 approved Fire Resistive glass, comparable to Pilkington Pyrostop or Firelite brands, with a minimum fire rating of 1 hour or more. All fire rated glass must be stamped with the appropriate labeling of what the glass is rated as, along with the hose stream test rating.
- All rigging, hoisting, lifting, and moving of materials and equipment necessary to perform the work is to be provided by the Contractor.
- Damage to any existing surfaces caused by the contractor are to be repaired to the original condition and at the contractor's expense.
- All materials, installation practices, debris disposal, and work performed as part of these specifications are to meet all applicable codes including but not limited to, USEPA, OSHA / MOSHA, GANA and the NFPA.
- All work is to be completed within sixty (60) calendar days from the date designated by the notice to proceed.

- No work or the ordering of materials outside of the scope of work is to be done without an approved change order.
- Hours of Operation - Unless otherwise approved, all work is to be performed during the normal working hours of 8:00 am thru 4:00 pm, Monday through Friday.
- At the completion of the project, all rubbish, tools, and surplus materials are to be removed and the work area left completely clean.
- All work is to be coordinated with the AHA Representative to allow for minimum disruption to the public or building occupants.
- All materials are to be installed and completed in a first-class workman like manner and in accordance with the best industry standards. Any materials installed which are not in an orderly and neat workman like appearance are to be removed and replaced when so directed by an AHA representative at the contractor's expense.

Submit manufacturer warranty.

Manufacturer's Certificates:

1. Certificate stating that fire-protection and fire-resistive glazing units meet code requirements for fire-resistance-rated assembly and applicable safety glazing requirements.
2. Certificate on solar heat gain coefficient when value is specified.
3. Certificate on "R" value when value is specified.
4. Certificate that blast resistant glass meets the specified requirements.

C. Manufacturer Warranty.

INSPECTIONS - GENERAL SECTION

1.0 GENERAL:

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

1. Demolition
2. Cleaning
3. Rough Plumbing
4. Rough Electrical
5. Insulation
6. Final

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

INSPECTIONS - DEMOLITION

1.0 GENERAL:

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

INSPECTIONS - CLEANING

1.0 GENERAL:

The purpose of the cleaning inspection is to assure that all items not demolished have been cleaned properly and are ready for new finish material application. There should be no loose scale, char, smoke residue, soot, oil, grease, dust or any other blemish substance to prevent proper adherence of paint or any other finish material.

INSPECTIONS - ROUGH PLUMBING

1.0 GENERAL:

The main purpose for the rough plumbing inspection is to confirm that all new and/or replaced plumbing fixture supply and waste lines are in their proper locations. The General Contractor's licensed plumber is responsible for making sure that all rough plumbing is per the locally adopted Plumbing Code including all revisions and adjustments.

INSPECTIONS - ROUGH ELECTRICAL

1.0 GENERAL:

The main purpose for the rough electrical inspection is to confirm that all new and/or replaced electrical switches and outlets are in their proper locations. The General Contractor's licensed electrician is responsible for making sure that all rough electrical wiring is per the locally adopted Electrical Code including all revisions and adjustments.

INSPECTIONS - INSULATION

1.0 GENERAL:

The main purpose of the insulation inspection is to confirm that all necessary insulation and proper thicknesses are in place prior to installation of drywall.

INSPECTIONS - FINAL

1.0 GENERAL:

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

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

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 500,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000[Contracting Officer insert amount] per occurrence.

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

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

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

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

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

- (b) Withholding of Funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and Basic Records.

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

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

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(1) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) 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 exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner**US Department of Agriculture**
Farmers Home Administration

Part I to be completed by Controlling Participant(s) of Covered Projects (See instructions) Reason for submission:		For HUD HQ/FmHA use only	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
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)

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

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.

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

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

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

Part II- For HUD Internal Processing Only

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

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

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

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

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

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

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

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

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

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

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

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

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

Purpose: The information collected by form HUD-2530 is required for principals applying to participate in multifamily programs to 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.

Routine Use: The information collected by this form will not be otherwise disclosed outside of HUD, except to public agencies and private sector sources for automated processing of your records and for requesting information about you for participant approval; to appropriate agencies, entities, and persons when it is reasonably necessary to mitigate a breach or related incident; to Federal, state and/or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions or for other inquiries.

Disclosure: Providing the information is voluntary. You must provide all information requested in this application, including your SSN. Without prior approval or information, a controlling participant may not participate in a proposed or existing multifamily or healthcare project.

SORN ID/URL:<https://www.govinfo.gov/content/pkg/FR-2016-07-29/pdf/2016-18026.pdf>

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

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

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

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

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

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

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

Instructions for Certification

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

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

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

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

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

Signed: _____
(Authorized Recipient Name/Title)

Date: _____

Print Name: _____

Organization: _____

State of)
) ss.
County of)

That he or she is _____,

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

Title: _____

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

My Commission expires _____, 20_____

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date

X

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

2011 HOUSE BILL 87 RESOURCES

SECTION 3 AFFIDAVITS

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

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

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

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

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

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:



OFFICIAL NOTICE

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

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

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



Section 3

Final Rule

Implementation Plan

Section 3

Final Rule

Version Number	Date Updated	Summary of Changes
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/.

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.

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 2 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
Public Housing and Housing and Community Development	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	None *Any amount of PH assistance triggers Section 3	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75	PHA – must follow subpart B of Part 75 HCD – may follow subpart B or C of Part 75 Both - Must report on project as a whole and identify the multiple associated recipients
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow subpart C of Part 75	Exceeds for Section 3 projects *LHCHHP exceeds \$100,000	Must follow subpart C of Part 75	Must follow subpart C of Part 75 Must report on project as a whole and identify the multiple associated recipients Must report to the applicable HUD program office, as prescribed by HUD

APPENDIX C: SECTION 3 FORMS

Section 3 Business Concern Certification for Contracting

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)



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:	

Section 3 Hiring Plan

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

[illegible]

Engaging Section 3 Businesses

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

[illegible]

Affidavit of Commitment

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

Printed Name and Title of Certifying Officer in the Company

Name of the Company

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

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.

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



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



"General Decision Number: GA20220311 09/16/2022

Superseded General Decision Number: GA20210311

State: Georgia

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Richmond County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on	. Executive Order 13658

or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	07/22/2022
1	09/09/2022
2	09/16/2022

ASBE0048-003 04/05/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.67	17.26

ELEC1579-004 10/01/2021		

	Rates	Fringes
ELECTRICIAN.....	\$ 27.45	15.28

ENGI0474-005 07/01/2020

Rates

Fringes

POWER EQUIPMENT OPERATOR:

Backhoe/ Excavator/

Trackhoe.....\$ 30.00

15.68

ENGI0926-005 07/01/2022

Rates

Fringes

POWER EQUIPMENT OPERATOR:

Crane.....\$ 34.66

13.83

ENGI0926-006 07/01/2020

Rates

Fringes

POWER EQUIPMENT OPERATOR:

Forklift.....\$ 33.18

13.83

IRON0387-002 01/01/2022

Rates

Fringes

IRONWORKER, ORNAMENTAL.....\$ 28.64

13.92

IRONWORKER, STRUCTURAL.....\$ 28.64

13.92

* PLUM0072-006 08/01/2022

Rates

Fringes

PIPEFITTER.....\$ 35.08

15.81

SHEE0085-023 07/01/2020

Rates

Fringes

SHEET METAL WORKER.....\$ 34.58

15.24

* UAVG-GA-0001 04/15/2021

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.92	15.60

* SUGA2017-026 04/15/2021

	Rates	Fringes
CARPENTER.....	\$ 24.83	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.92	0.00
LABORER: Common or General.....	\$ 13.29 **	0.00
LABORER: Pipelayer.....	\$ 12.55 **	1.90
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.88 **	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Grader/Blade.....	\$ 16.80	0.00
OPERATOR: Loader.....	\$ 14.86 **	0.00
OPERATOR: Roller.....	\$ 14.05 **	0.00
PAINTER (Brush and Roller).....	\$ 16.14	0.00
PAINTER: Spray.....	\$ 16.29	0.00
PLUMBER.....	\$ 28.28	2.41

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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.

Minimum Accepted Standards & Materials

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

SAFETY

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

DEMOLITION

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

CONCRETE

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

MASONRY

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

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

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

MISC. METALS

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

LUMBER

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

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

Wall and Roof Sheathing: 3/4" APA Rated Exterior Plywood with clips on roof.

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

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

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

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

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

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

WINDOWSILLS

1" x 4" solid yellow pine, painted.

PAINT

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

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

CABINETRY – No Particle Board

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

Countertop: Use softwood plywood 5/8" minimum.

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

INSULATION

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

ROOFING

Shingles: 12"x 36" with 5" exposure, 3 tab, 30-year class A (Materials will match existing and Contractor will get approval of samples prior to starting roof replacement).

Underlayment: 15# saturated felt.

Sheathing: Not less than 3/4" plywood, use panels rated as "Exposure 1" or better with clips. DO NOT USE OSB.

Sheathing Layout: Install sheathing panels with long dimension perpendicular to rafters and according to the recommendations of the Engineered Wood Association (APA). Use panels no smaller than 4 feet long. Blocking of unsupported edges may be required near gables, ridges, and eaves. Unless otherwise indicated by the panel manufacturer, leave a 1/8-inch gap (about the width of a 16d common nail) between panel edges to allow for expansion.

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

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

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

Color: White unless otherwise indicated.

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

Ridge Vents will run continuously the full length of the ridge of the roof stopping at an equal distance approx. 12" from either end of the attic space. Unless otherwise noted ridge vent will be a minimum of 12 gauge and 1/8" thick for angles, channels, etc. No less than 12 sq. inches per lineal foot net free air area.

ALUMINUM FASCIA –VINYL SOFFIT, SIDING AND SHUTTERS

20-year warranty minimum.

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

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

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

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

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

DOORS

Match existing.

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

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

Interior: 1-3/4" flush solid core– paint grade. 3 1/2" interior hinges (20-gauge steel)

Hardware: Door handles shall be lever handle style equal to "NSP" Commercial Grade with 1 3/4" back-set.

Attic Access: Pull downstairs or wood scuttle cover. Minimum 24" by 54" with hasp. Master style lock supplied by owner.

VINYL WINDOWS AND SECURITY SCREENS

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

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

FLOORING

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

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

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

PLUMBING unless otherwise identified

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

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

PVC Pipe: Supported every 48".

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

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

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

ELECTRICAL

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

All electrical must be installed by licensed professionals and will meet all NEC requirements. No branch circuit wiring other than copper, no gauge smaller than #12 except for control wiring.

Aluminum SE Cable is acceptable from the Meter Base to the Service Panel Main Lugs. Use N0-Ox on the connections.

Electrical Contractor provides all wiring above 50 volts.

Mechanical Contractor provides all wiring below 50 volts.

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

Main Service Panel to be minimum 200 MLO.

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

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

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

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

Wiring of service line to meter box to be disconnect. Only the wiring exposed to the elements shall be in conduit. Romex O.K. leaving panel box

DRYWALL

5/8" Type- 'X' on the walls and 1/2" for the ceilings. 5/8" Green board in bathrooms, kitchen and laundry room with Hardie Backer Cement Board behind tub surround and/or under ceramic tile.



BUILD AMERICA BUY AMERICA

*a Provision of the Infrastructure Investment and Jobs Act

The Buy American Act & the Buy America Act

Please note that **Buy America** and **Buy American** have separate **legislation** and regulation requirements.

- **Buy American** requirements apply to direct purchases by the U.S. federal government valued at more than US\$10,000. The 1933 Act applies to direct purchases by the federal government, but not third parties, such as private contractors given procurement funding through government endowments.
- **Buy America** requirements apply to purchases of iron, steel and other manufactured products permanently incorporated into infrastructure projects. Further, these projects must be undertaken by U.S. states and municipalities with funds issued by certain U.S. federal departments and agencies. Buy America generally refers to the various domestic content restrictions that attach to Public Works grants to state and local government entities for the construction of transportation projects.
- **These departments and agencies are:** the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the U.S. Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S. Federal Aviation Administration (FAA).

What are the main differences between Buy America and Buy American?

The Buy American Act applies when the federal government is directly assisting in the procurement of products, or a federal facility is being constructed. Under this statute, the goods or products are qualified as being domestic when they are **100% manufactured in the United States and with at least 50% domestic content**.

The Buy America Act typically applies only to mass-transit procurements for state and local government projects, such as the construction of highways, railways, or rapid transit systems. The requirements of this statute are regulated by the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA). Under the Buy America Act, end products must be **100% manufactured in the United States and all steel and iron components MUST be mined, melted, and manufactured in the United States**.

To remain in compliance with the Buy America Act, please complete the following page and return it with your bid or proposal.



**THE HOUSING AUTHORITY
OF THE CITY OF AUGUSTA, GA
BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20____

We, _____
(Contractor or Vendor)

Of _____
(Address)

Hereby certify that we are in and will maintain compliance with the “Buy America” requirements
of this project to the best of our knowledge and ability.

By _____

Title _____

Signature _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

Special Conditions

1. General Scope:

The Contractor will include in the bid the cost for all labor, materials, supervision, transportation, storage, taxes, fees, etc. that will be required for The Replacement of the Fire Resistive Glass in the Emergency Stairwells @ Peabody Apartments GA001000071, Augusta, GA 30901. By submitting a bona fide bid, the Contractor will be certifying that they have fully read, understand, and will comply with all Contract Documents. Specifications and submittal information follow in subsequent sections of this manual.

2. OWNER:

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

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

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

3. 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 ensuring 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. BIDS:

Bids shall be submitted as specified in the General Conditions and as shown on the Bid Forms. Bid form must list contractor name and initials at the bottom of each page.

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

6. WAIVER OF PERMITS AND FEES:

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 bid. The general contractor and any subcontractor must obtain a business license from the appropriate local government agencies at the contractor's expense.

7. LAND FILL FEE:

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

8. COMMUNICATIONS:

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature pages of the Contract, or at such other location stated on the signature pages of the Contract or at such other office as he may from time to time designate in writing to the AHA,

by depositing in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the AHA 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 of other trades and other contractors so as to facilitate the general progress of the work. Each trade shall afford all other trades and other contractors every reasonable opportunity to perform their work and for the storage of their materials.

13. MANNER OF PERFORMING WORK:

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

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

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

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

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

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

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

14. OVERTIME WORK:

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

15. MATERIAL STORAGE:

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

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

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

16. MEASUREMENTS AND DIMENSIONS:

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

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

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

1. Underground Gas Pipe Law and all amendments.
2. High Voltage Act and all amendments.
3. Occupational Safety and Health Act and all amendments.
4. National Plumbing Code and all revisions.
5. National Electrical Code and all revisions.
6. NFPA 101 Life Safety Code and all revisions
7. Southern Building Codes/International Building Code (as adopted by the State of Georgia) and all revisions.

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

18. INSPECTIONS:

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

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

19. UTILITIES:

The supply of utilities is the responsibility of the Contractor. The contractor is not allowed to plug into resident's outlets and must utilize generators, etc. for their power requirements. Regardless of services used during the construction phase, the

finished unit will be in a condition that would allow immediate occupancy. All service runs, meters, and connections will be made by the contractor or at his expense. After acceptance by the AHA the contractor will cancel his responsibility for services.

20. EQUAL PRODUCTS:

References in these specifications or on the drawings to any article, device, product, material, etc., by name, brand, make or catalog number shall be interpreted as establishing a standard or quality and not to limit competition. Requests for a similar product to be considered an "or equal" should be made in writing to the owner. Such documents should be provided that will establish that the substituted product is equal or superior to the specified product. The final decision for the acceptance or rejection of an "or equal" product will be the Owner.

21. OPTIONS:

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

22. SINGULAR NUMBERS:

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

23. INTERRUPTION OF SERVICE:

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

24. MINOR ADJUSTMENTS:

Contractor will be permitted to make minor adjustments in the measurements shown on the drawings that cover new work, so that all revised and new work will

properly fit, join, unite, and connect onto the present work, all in an acceptable and satisfactory manner. Minor adjustment in the measurements shall not change the design, general arrangements, or the fabrication of the work.

25. REFERENCED STANDARDS:

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

26. CONSTRUCTION REQUIREMENTS:

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

Public Housing Comprehensive Improvements Assistance Program, Handbook 7485.1

Public Housing Modernization Standards, Handbook 7485.2

Manual of Acceptable Practices, Handbook 4930.1

Public Housing Development, Handbook 7417.1

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

27. PROTECTION OF EXISTING STRUCTURES, TREES AND SHRUBS:

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

28. BARRICADES:

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

29. EXISTING IMPROVEMENTS:

The Contractor shall maintain in operating condition and protect from damage all existing improvements including utilities, sewers, gutters, and other drains encountered, and repair to the satisfaction of the Owner any surface or subsurface

improvement damaged during the work. The Contractor shall also make reasonable and satisfactory provisions for the maintenance of highway and street traffic.

30. RESTORATION OF PROPERTY:

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

31. CLEANING:

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

32. CORRECTION OF WORK AFTER FINAL PAYMENT:

Neither the final Certificate and Release 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 a Notarized Certificate and Release (included in the Specification package) for use in connection with the Performance Bonds a warranty and guarantee of the Contractor that all work executed under the plans and the specifications will be free from defects of materials and workmanship for a period of no less than one (1) year from the date of final acceptance. In the case of

work performed by subcontractors and also whenever specific guaranties, warranties, or bonds are called for in the trade sections of the specifications, the Contractor shall furnish guarantees, warranties, or both for such a period of time as maybe stipulated and in no event for less than one (1) year, on which he himself is obligator and he shall obtain and furnish from the sub-contractors or materialmen warranties, guaranties, or bonds for such a period of time as may be stipulated, and in no event for less than one (1) year, which shall be in such form as to permit direct enforcement by the Owner against the sub-contractor materialmen: provided, however, that in the latter instance the general contractor shall also be named as joint principal with such subcontractor or materialman in any bond, warranty, or guaranty, and the instrument shall state that liability is joint and several. The calling for and the furnishing of specific written warranties, guaranties, or bonds shall in no way limit the obligations of the Contractor set forth herein.

33. NOTICE OF DISPUTES:

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

34. LABOR STANDARDS

This job is covered under the Davis Bacon Wage Rate Standards. 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 bidder will be required to provide the Authority with a break down of charges for contract management purposes.

37. MINIMUM WAGE RATES

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