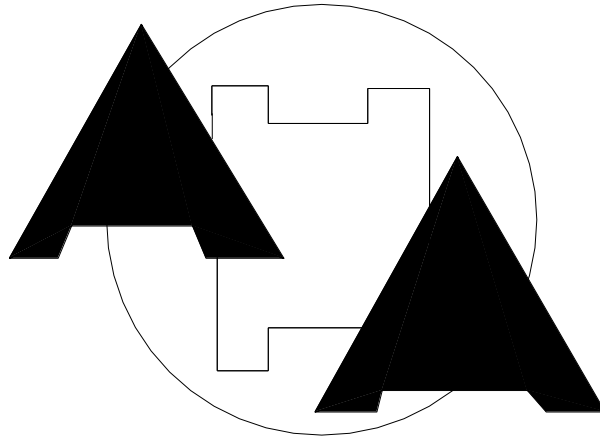


**THE HOUSING AUTHORITY
OF THE
CITY OF AUGUSTA, GEORGIA**



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

**Specifications for:
Rehabilitation of Unit
at 3617 London Blvd. at
Barton Village
GA001000140
DATED: November 9, 2020**

CONTENTS

DOCUMENTS PROVIDED in this Bid Specifications Package:

- 1. Invitation for Bid (1 page)**
- 2. *Bid Form (3 pages)**
- 3. Scope of Work/Task List/ Drawings/Specifications (45 pages)**
- 4. General Contract Conditions for Small Construction/Development Contracts (HUD 5370 EZ – 7 pages)**
- 5. *Representations and Certifications (HUD 5369-A 4 pages)**
- 6. *Previous Participation Certificate (HUD 2530 – 2 pages + instructions – 2 pages)**
- 7. *Debarment Certification (2 pages)**
- 8. *Non-Collusive Affidavit (1 page)**
- 9. *Drug Free Certification (1 page)**
- 10. *E-Verify Affidavits for Contractor and if applicable for ALL subcontractors and sub-subcontractors (4 pages)**
- 11. Official Notice – License Requirement (1 page)**
- 12. General Conditions for Housing Construction Contracts – Public Housing Programs (2 pages)**
- 13. Special Conditions – Section 3 Requirements, 24 CFR Part 135 (4 pages)**
- 14. *Section 3 Business Certification (8 pages)**
- 15. Employee Rights under the Davis-Bacon Act (2 pages)**
- 16. Wage Rate Decision – Davis-Bacon Act (5 pages)**
- 17. Safety Special Notice (1 page)**
- 18. Minimum Accepted Standards & Materials (4 pages)**
- 19. Special Conditions for 3617 London Blvd (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 AM, (local time) in Augusta, Georgia on Tuesday, December 01, 2020, for The Rehabilitation of Unit at 3617 London Blvd, Barton Village, GA001000140, Augusta, Ga. At the time and place noted above, the bids will be publicly opened and read aloud.

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

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

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

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

Attention is called to the provisions for equal employment opportunity and to the requirement that not less than minimum salaries and wages as set forth in the specifications must be paid on this project. The work to be performed under this contract is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C.1701u (Section 3). The purpose of Section 3 is to 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: Rehabilitation of Unit at 3617 London Blvd, Barton Village, GA001000140,
Augusta, GA 30906

Gentlemen/Ladies:

The Undersigned, having familiarized (himself/themselves) with the local conditions affecting the cost of the work, and with the specifications, the Addenda and work lists prepared by The Housing Authority of The City of Augusta, Georgia, hereby proposes to furnish all labor, materials, equipment and services required for Rehabilitation of Unit at 3617 London Blvd, Barton Village, GA001000140, Augusta, GA 30906 , 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 **180** 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

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

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

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

*RECEIPT OF THE FOLLOWING ADDENDUM IS ACKNOWLEDGED.

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

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

DATE: _____

(COMPANY NAME)

OFFICIAL ADDRESS:

BY: _____

TITLE: _____

SIGNATURE: _____

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

DOCUMENTS REQUIRED for BID:

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

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.

Scope of Work

3617 London Blvd. Barton Village

THE HOUSE SHALL BE MOVE-IN READY BEFORE ACCEPTANCE BY AHA PERSONEL

Exterior

Demo

<i>Remove exist. Shutters</i>	
<i>Pressure wash exterior walls, walks & driveway</i>	
<i>Replace exist. fascia boards with wood</i>	<i>* Aluminum clad. Color: white*</i>
<i>Replace exist. soffit with perforated vinyl soffits</i>	<i>* Color: white*</i>
<i>Remove existing clothesline post</i>	
<i>Remove existing security screens and hand over to AHA</i>	<i>* Replace with new*</i>
<i>Remove all Satellite dishes and wiring</i>	

Roof

<i>Refer to separate roof specifications for new roof</i>	<i>** The scope of work includes removal of the existing roofing, felt, ridge cap. Replace any damaged plywood and layer with 19/32" exterior rated plywood over top of existing decking. Contractor to ensure the joints are staggered and not in line with original decking**</i>
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Construction

<i>Move rear door to new location and brick in opening</i>	<i>* Color match brick as close as possible*</i>
<i>Frame new exterior door on Driveway Side</i>	
<i>Patch all holes on exterior to match surrounding area</i>	<i>*Color match mortar*</i>

Scope of Work

3617 London Blvd. Barton Village

<i>Install new vinyl shutters</i>	<i>*Color: Black*</i>
<i>Replace Mailbox and Post</i>	<i>* Available from AHA Warehouse*</i>

Interior

Demo

<i>Remove all cabinetry</i>	
<i>Remove all closet shelving & rods</i>	
<i>Remove both rear exterior doors</i>	
<i>Remove all interior doors, trim & frames</i>	
<i>Remove all window trim & sills</i>	
<i>Remove all windows and hand over to AHA</i>	
<i>Remove all electrical fixtures</i>	
<i>Remove all HVAC vent covers</i>	
<i>Remove all plumbing fixtures</i>	
<i>Remove all baseboards</i>	
<i>Remove all wall tile</i>	
<i>Remove all drywall from ceilings & wall</i>	
<i>Remove all attic & wall insulation</i>	
<i>Clean all drywall fasteners from wall & ceiling framing</i>	
<i>Remove portion of wall framing between living room and kitchen</i>	<i>*See Plans*</i>
<i>Remove wall between kitchen and laundry room</i>	<i>*See Plans*</i>

Scope of Work

3617 London Blvd. Barton Village

<i>Remove closet framing</i>	<i>*See Plans*</i>
<i>Remove gas meter and all gas lines</i>	
<i>Cap gas line within 2 ft. of main supply at street</i>	
<i>Remove electric supply cable from utility supply to panel box</i>	
<i>Remove all electrical wiring, boxes, switches & outlets</i>	
<i>Remove all plumbing supply lines back to meter</i>	
<i>Remove all plumbing drain lines back to sewer tap</i>	
<i>Remove exist. HVAC system & all ductwork</i>	

Construction

<i>Deodorize entire interior with hot thermal fog treatment</i>	
<i>Install new entry door frames, doors & hardware (See Plans)</i>	<i>*Knock-down metal jamb. 3' metal panel door available from the AHA*</i>
<i>Install new rough plumbing drain to sewer tap & vent lines</i>	<i>*Min. Sched. 40*</i>
<i>Replace concrete slab portions removed for drain line removal</i>	<i>*3000 PSI min. Reinforce with additional rebar *</i>
<i>Remove wall between living room and kitchen (See Plans)</i>	<i>*Add code required LVL beam for support*</i>
<i>Install new rough plumbing supply lines</i>	<i>*All plumbing supply lines to be PEX (cross-linked polyethylene) Hot water lines to be insulated*</i>
<i>Install new washing machine outlet box with drain & valves</i>	
<i>Install new recessed dryer vent connection</i>	
<i>Install elevated (2") drain pan in laundry room (See Plans)</i>	<i>*Drain pan same size as laundry room. Washer, dryer, water heater to fit inside. Submit shop drawing for approval*</i>

Scope of Work

3617 London Blvd. Barton Village

<i>Install new 200 AMP electric panel box and meter base</i>	
<i>Install new electric wiring and boxes</i>	<i>* Per Code*</i>
<i>Install new HVAC system. (See Plans)</i>	<i>* Air handler in attic. Thermostat location per plans. 3 Ton Heat Pump*</i>
<i>Install new HVAC ductwork in attic</i>	<i>* Main runs to be insulated rigid duct. Insulated flex duct runs to be less than 8 ft. long.</i>
<i>Install new insulation in attic and exterior walls</i>	<i>* Min. R-38 batt insulation in attics. Min. R-13 batt insulation in walls. No blown in insulation allowed.*</i>
<i>Install new 5/8" drywall on ceilings and walls, tape & mud (3 coats)</i>	
<i>Install new closet shelving and hanging rods in closets</i>	<i>* Painted plywood shelving; steel rods*</i>
<i>Install new VCT flooring</i>	<i>* Available from AHA Warehouse*</i>
<i>Install new interior door frames and doors (See Minimum accepted standards)</i>	<i>* 32-inch Flush solid core doors and welded metal door jambs. 3 hinges per door min. To include hinge mounted door stop</i>
<i>Install new base boards & window trim</i>	<i>*Solid wood. Match exists.*</i>
<i>Paint doors and trim (1 coat sealer/primer plus 2 coats paint)</i>	<i>*Semi-Gloss white Interior. Exterior door outside paint black. (Available from AHA warehouse)</i>
<i>Install door hardware</i>	<i>*NSP brand. Lever style handles interior and exterior. (Available from AHA Warehouse)</i>
<i>Install Security Screen Door</i>	<i>*Color: White with Silver Screen (Submit Specifications for approval)*</i>
<i>Install new windows</i>	<i>* Double pane, insulated vinyl units; Frame color: white*</i>
<i>Install Security Screens on all windows</i>	<i>*Color: White with Silver Screen (Submit Specifications for approval)*</i>
<i>Paint ceilings and walls (1 coat sealer/primer plus 2 coats paint)</i>	<i>*Ceilings: Semi-Gloss white Walls: Semi-Gloss white (Available from AHA Warehouse)</i>
<i>Install new cabinets in kitchen</i>	<i>*All plywood. No particle board*</i>
<i>Install new countertops in kitchen</i>	<i>*Available through AHA Warehouse vendor*</i>
<i>Install new water heater</i>	<i>*40 Gallon - Electric - Available from AHA Warehouse*</i>
<i>Install plumbing fixtures</i>	<i>*Elongated toilets. Tub & shower wall unit. All valves to be brass. Include shower curtain rod, towel bars, mirrors, etc. Faucets should be equal in design to Delta</i>

Scope of Work

3617 London Blvd. Barton Village

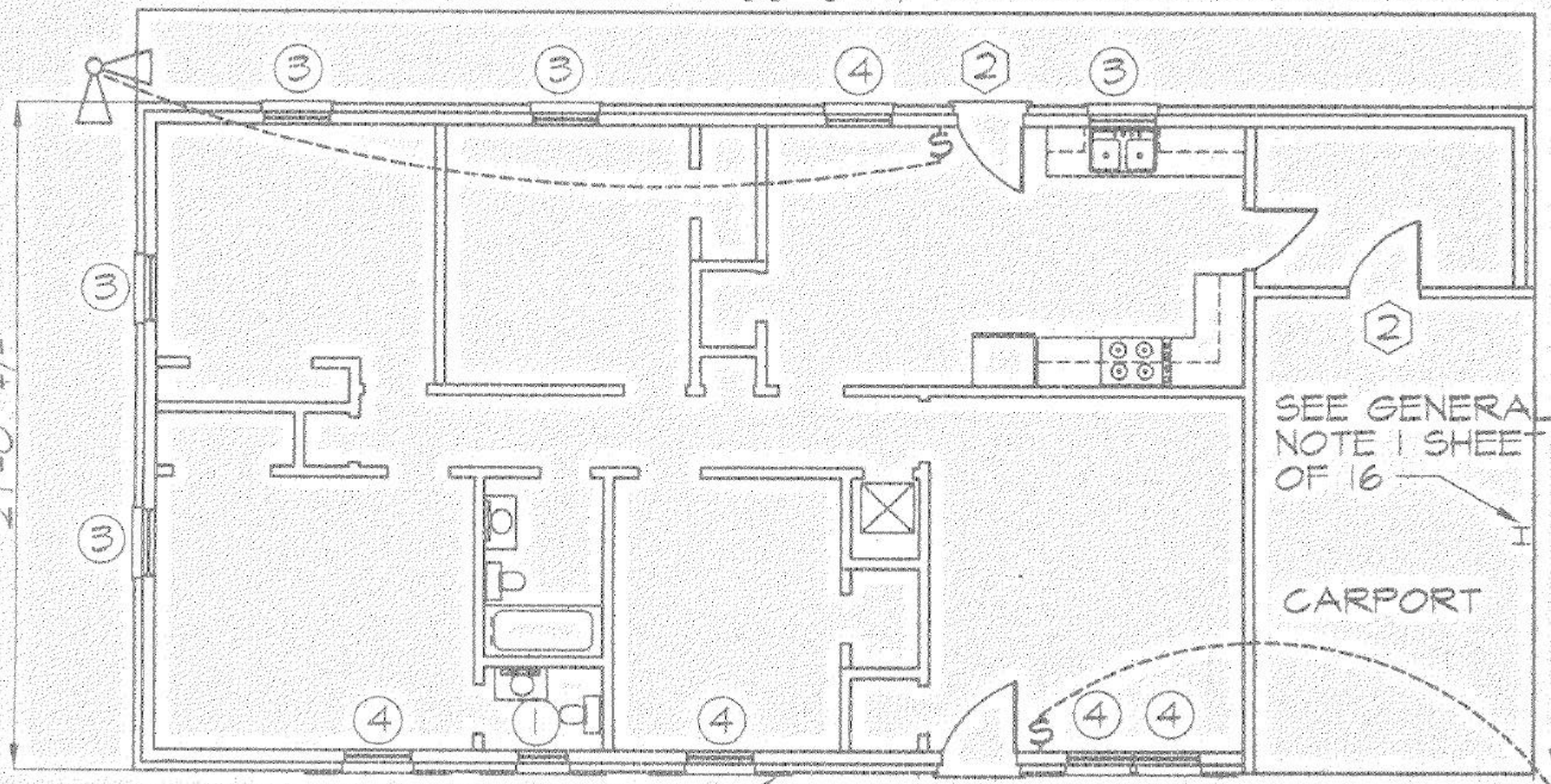
<i>faucets currently utilized by the AHA. *</i>	
<i>Install electric fixtures</i>	<i>*Available from AHA Warehouse*</i>
<i>Install 1"x4" boards above all windows and in bathrooms</i>	<i>* Extend past window opening 3" on each side of window.*</i>
<i>Install bath accessories</i>	<i>* Mounted on 1"x4" Boards. Accessories available from AHA Warehouse*</i>
<i>Install backer board inside bathroom walls IAW ADA</i>	<i>*Note: Grab bars are not required to be installed*</i>
<i>Install retractable stair for attic access in hallway</i>	<i>* Field coordinate with AHA representative once drywall and insulation have been removed*</i>
<i>Treat for termites IAW Specifications</i>	<i>*Must have proof of treatment*</i>
<i>Install Vinyl Blinds and trim to length of window</i>	<i>* Available from AHA Warehouse*</i>

AHA INSPECTIONS

<i>After all items to be removed have been removed and house is clean</i>	
<i>After rough plumbing has been installed - do not cover drain lines prior to inspection</i>	
<i>After rough electrical has been installed</i>	
<i>After HVAC system has been installed</i>	<i>*All installations to be per manufacturer's instructions. *</i>
<i>Prior to installation of new insulation</i>	<i>*Products available from AHA Warehouse are at cost & cost can be deducted from last pay request. Verify products available*</i>
<i>Prior to installation of new gyp. board</i>	
<i>Prior to paint</i>	

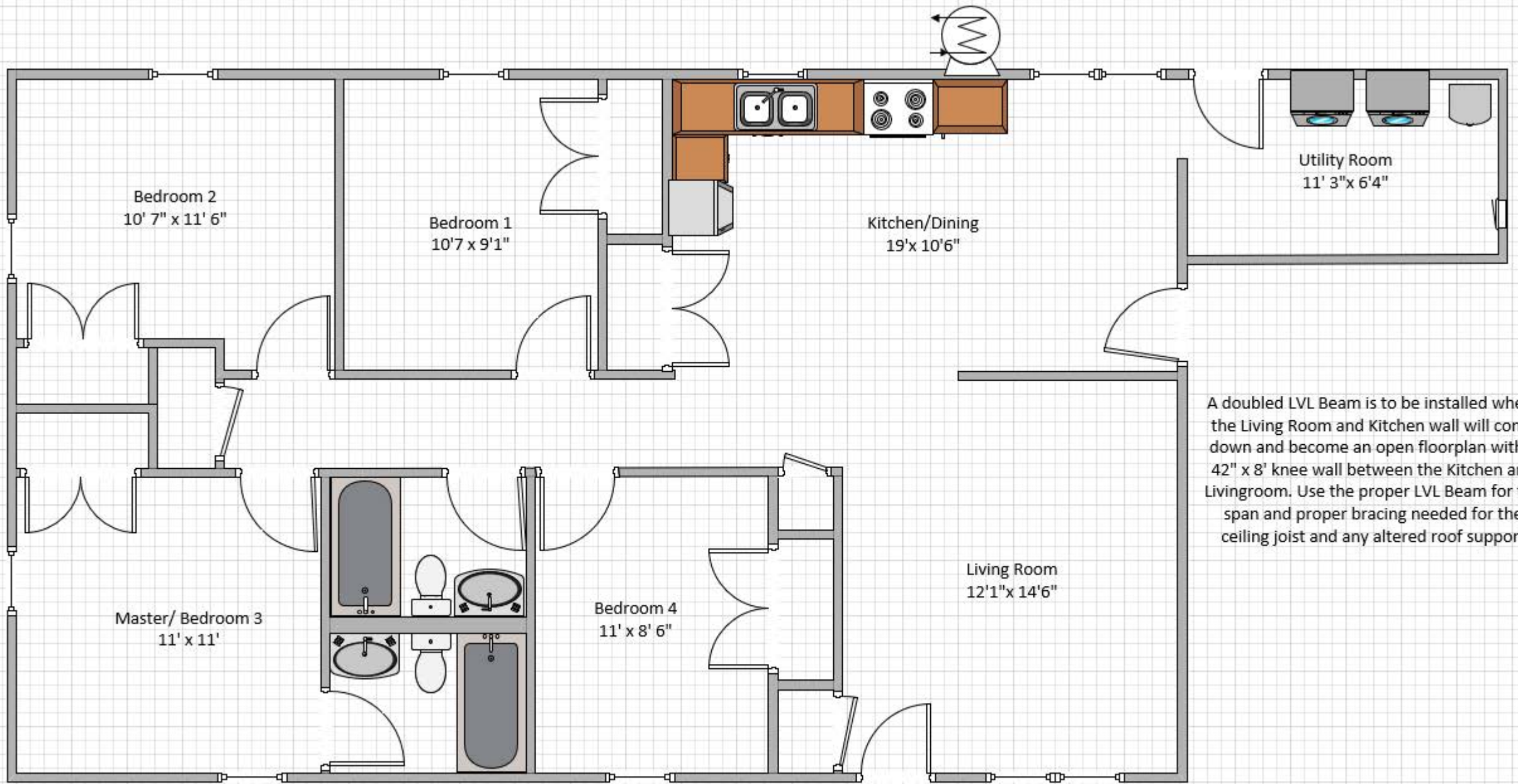
56'-6" +/-

27'-0" +/-



SEE GENERAL
NOTE 1 SHEET
OF 16

CARPORT

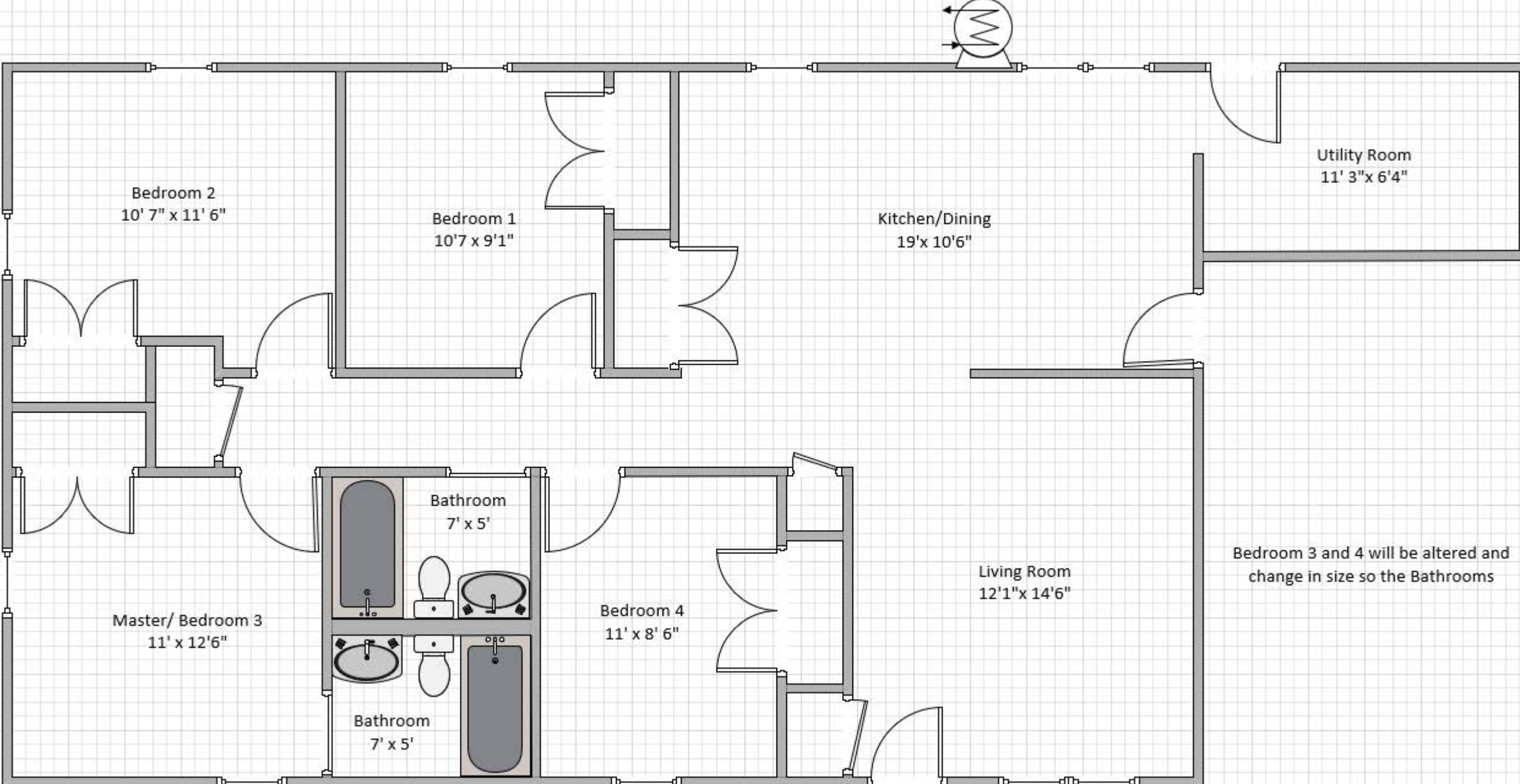


A doubled LVL Beam is to be installed where the Living Room and Kitchen wall will come down and become an open floorplan with a 42" x 8' knee wall between the Kitchen and Livingroom. Use the proper LVL Beam for the span and proper bracing needed for the ceiling joist and any altered roof support

New Layout

The bathroom layout will be roughly 7ft X 5ft having an exhaust/light combo in each. The wall between to two bathrooms may be thicker to allow room for plumbing if needed.

3617 London Blvd



Bedroom 2
10' 7" x 11' 6"

Bedroom 1
10' 7" x 9' 1"

Kitchen/Dining
19' x 10' 6"

Utility Room
11' 3" x 6' 4"

Master/ Bedroom 3
11' x 12' 6"

Bathroom
7' x 5'

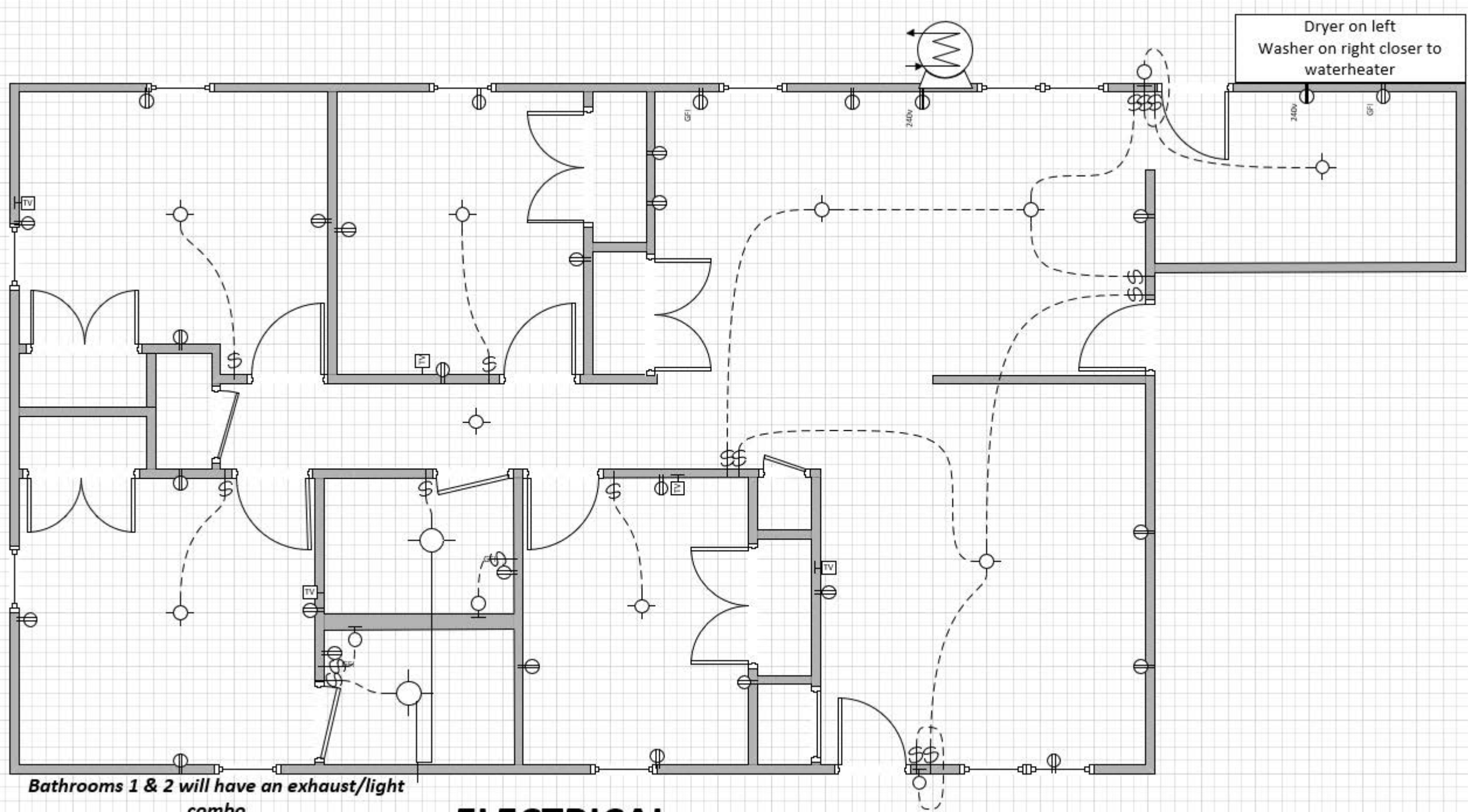
Bathroom
7' x 5'

Bedroom 4
11' x 8' 6"

Living Room
12' 1" x 14' 6"

Bedroom 3 and 4 will be altered and
change in size so the Bathrooms

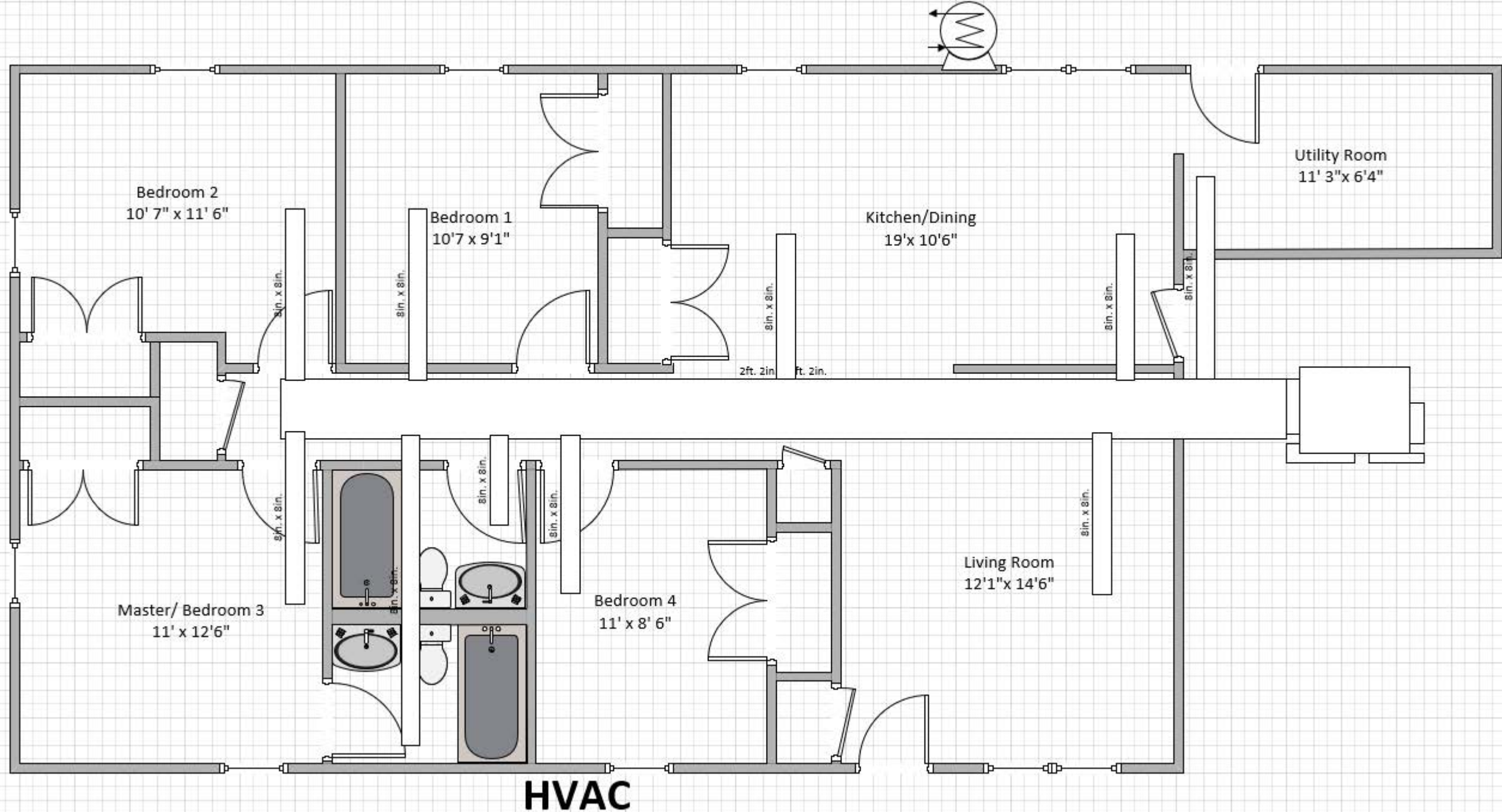
ROOM SIZES



Dryer on left
Washer on right closer to
waterheater

Bathrooms 1 & 2 will have an exhaust/light
combo

ELECTRICAL



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.

SECTION 2AA
TERMITE TREATMENT AND PEST CONTROL

2AA.1. GENERAL: Work under this Section includes the furnishing of all labor, materials and equipment required to provide termite treatment and pest control.

2AA.2. TERMITE TREATMENT:

- a. Removal of all cellulosic material from areas adjacent to buildings and removal of any other debris which would interfere with termite treatment in such areas.
- b. New Construction: All soil beneath new exterior front porch and rear entry floor slabs on grade shall be treated for subterranean termite control. After placing and compacting the fill under floor slabs, termite treatment chemicals shall be applied.
- c. Existing Buildings: Treat buildings for sub-terranean termite control. Work includes the following areas.
 - 1) Concrete floor slabs on grade.
 - 2) Crawl Spaces.
 - 3) Basement floors and walls.
 - 4) Exterior perimeter of foundation walls.

2AA.3. APPLICATOR: Applicator of soil poisoning shall be a Pest Control Applicator, licensed by the State of Georgia and who has been in this business for a period of not less than five (5) years.

2AA.4. MATERIALS:

- a. Proprietary materials shall be registered with cognizant State Authority and the U.S. Department of Agriculture and must contain the below listed chemical in the concentration recommended.
- b. Proof must be provided that no toxic effects to humans, or beneficial plant and animal life will result from their use and that the emulsion used will have no deleterious effect on the waterproofing membrane material specified to be installed under slabs on grade.
- c. Working solution must contain the following chemical or equivalent in the concentration recommended by the manufacturer.
 - 1. Fipronyl
- d. Soil poisons shall be water-based emulsions.

2AA.5 APPLICATIONS:

- a. Approved termiticides shall be those registered by the United States Environmental Protection Agency (EPA) and/or the Georgia Department of Agriculture. All treatments to be in accordance with rules of the Structural Pest Control Act of the State of Georgia and in the presence of an AHA Pest Control Technician. The contractor will provide a minimum of forty-eight (48) hours notice to the AHA to arrange for an AHA Technician to be present.
- b. Time: Soil poisoning work shall not begin until all preparations for slab placement have been completed and shall be performed during regular working hours.
- c. Soil Condition: Soil poisons shall not be applied when soil is excessively wet.
- d. Measures must be taken to prevent the back siphoning of pesticides and the contamination of public water supplies during dilution and filling operations.
- e. Rate of application shall be four (4) gallons per ten (10) linear feet per foot of depth from the soil surface to the top of footings applied to the trenches and backfill or with pressure application through rodding of the intact soil. After treatment of trenches and backfill, a thin layer of at least one (1) inch of untreated soil must be used to cover the backfill along all treated walls. Soil into which pipes extend from the structure, soil under expansion joints, and soil in any other critical point of potential termite entry must also be treated with the approved termiticide at the above application rate.
- f. Drilling of all brick or other type masonry cavity walls, hollow pillars or other similar structure parts: Brick veneer or other type masonry shall be drilled at intervals not to exceed twelve (12) inches. All other voids shall be drilled at intervals not to exceed twelve (12) inches.
- g. Treatment of all earth fills beneath concrete slabs contiguous to the structure by drilling, rodding, and applying the approved termiticide from the sides of the earth fill along the entire distance where the fill joins the foundation wall, provided: the horizontal rodding distance shall not exceed twenty (20) feet.
- h. Treatment of all grade level slabs contiguous to the structure by drilling and applying along the entire distance where slab joins any part of structure at intervals of no more than six (6) inches and no more than six (6) inches from the structure wall.
- i. Treatment of all structures (including basement areas) with concrete slabs.
 1. Treating from the inside by drilling through from the top of the slab at intervals of no more than twelve (12) inches and no more than six (6) inches from the edge of slab along the perimeter of the exterior walls, along both sides of the party wall between units and at all other points of potential termite entry through the slab. In such application all holes shall be securely sealed to prevent any upward movement of the termiticide.
 2. Treating from the outside by drilling through the top of the slab and

applying the approved termiticide at intervals of no more than twelve (12) inches from the outside edge of the slab along the entire perimeter and at all other points of potential termite entry through the slab. All holes shall be securely sealed after treatment.

3. Treating from the outside by rodding and applying termiticide along and under the entire perimeter of the slab by inserting the rod as close as possible to the lower edge of the slab at intervals of no more than twelve (12) inches.

j. Treatment of all monolithic slabs by trenching or rodding along the entire perimeter of the slab.

1. On new construction or pre-treatment, apply termiticide to the uncovered hollow pillars, wall voids, hollow chimneys, and similar structures, and to the soil to be covered by a slab, provided: that if the walls are not erected or the slab is not poured on the same day of treatment, such treated voids or soil shall be covered with polyethylene sheeting or other water impervious material until such areas are permanently covered. Notwithstanding these treatment options, **it is to be understood that treatment of new construction shall conform to all minimum requirements for existing structures as set forth in this Section.**

2AA.6. GUARANTEE:

- a. A written guarantee shall be furnished to the Owner upon completion of the work which shall provide that the said poison treatment shall prevent subterranean termites from attacking the building and/or its contents for a period of not less than five (5) years.
- b. If subterranean termite activity exists in or under the building during the guarantee period, the contractor promptly and without expense to the Owner will retreat the soil to prevent subterranean termites from attacking the building and/or its contents, using means acceptable to the Owner.
- c. The General Contactor will be required to file a report certifying that the material was installed according to the specifications and that a member of the AHA Pest Control Department was a witness to the same.

INTERIOR ARCHITECTURAL WOODWORK 06402

SECTION 06402 INTERIOR ARCHITECTURAL WOODWORK

KITCHEN CABINETS

1.0 GENERAL: The work described in this Section includes, but is not limited to, furnishing and installing kitchen cabinets, sink cabinets, (pantry cabinets and linen cabinets if applicable), countertops, stainless steel splash on wall behind ranges and under sink protective enclosures in handicap units as shown on the drawings (if applicable) and specified herein.

a. Cabinets (both wall and base), (pantry cabinets and linen cabinets if applicable), and counter tops shall be custom built by an established millwork and cabinet business and shall conform to the requirements of these Specifications, and current edition of "Custom Grade" Standards as defined in Architectural Woodwork Quality Standards of the architectural Woodwork Institute.

b. The cabinets to be provided are for kitchens and baths in the dwelling.

c. The Contractor shall verify all dimensions in each space where cabinets occur and notations of this shall be indicated on the shop drawings.

d. Both wall cabinet and base cabinet assemblies shall consist of individual units joined into continuous sections.

2.0 COORDINATION WITH OTHER TRADES

a. Cabinet constructions and installation must be coordinated with plumbing, heating, and electrical sections of the drawings and specifications.

b. Wood blocking for securing cabinets to concrete block partitions is required. This shall be coordinated with the Contractor and the location of the blocking is to be shown on the shop drawings.

3.0 WOOD CABINETS

a. Construction: Wall cabinets, base cabinets and any other cabinets called for shall be essentially of the same construction and outside appearance. Construct cabinets with frame fronts and solid ends. Provide 3/4 - inch by 1 1/2 - inch kiln dried solid hardwood frame members mortised and tendoned, dove-tailed or doweled, and glued together. Brace top and bottom corners with hardwood blocks that are glued with water resistant glue and nailed in place. Provide an integral toe space of at least 2

1/4 inches deep by 4 inches high on base cabinets. Mount drawers on metal ball bearing rollers in metal track. Slides to be mounted to cabinet sides for stability and for the purpose of eliminating side travel. Where base cabinets intersect at interior corners, extend one unit to end wall and leave one end open for utilization of corner space storage. Extend shelving into base cabinet corner space.

b. All cabinets exposed to view shall be Birch. Grains of doors and exposed sides shall be vertical.

c. Back of cabinets: 1/4 inch hardwood plywood, sound grade. Bottom and top of cabinets: 1/2 inch hardwood plywood, sound grade. Note that the sides of the wall cabinets at the range hood shall be flush with the front stile allowing only a hairline space between the sides of the range hood and the sides of the wall cabinet. No wood molding will be allowed to close gaps at underside of range hood.

d. Doors: 3/4 inch 7 ply hardwood, good grade for natural finish.

e. Drawer fronts: 3/4 inch 7 ply plywood, matching the doors. Drawer fronts shall be dovetailed and glued to drawer sides, and sides to back to be lick shouldered glued up.

f. Cabinet ends: Hardwood plywood CS35 good grade for natural finish. Unless otherwise shown on the drawings, use 1/2 inch five ply material for wall cabinets. Base cabinet ends at ranges, refrigerators, washers and where exposed to view shall be finished to match doors and drawers. Wall cabinet ends at range hood shall be flush with front stile.

g. Drawer bottoms: 1/4 inch softwood plywood, grade A-B veneer or hardwood veneer. On drawers of fifteen (15) inches wide or wider, bottoms shall be braced with wood members glued in place. Bottoms shall be let into sides and front.

h. Interior Partitions or Dividers: 1/2 inch softwood plywood, Grade A-A veneer; or 1/2 inch hardwood of comparable grade.

i. Shelves: 3/4 inch softwood plywood, Grade A-B veneer, 3/4 inch hardwood plywood, good grade veneer; or 3/4 inch glued-up solid wood. Support shelves on ends and on the back of the wall and base units. Shelves shall be fixed. Plywood shelf edges which are exposed when the cabinet doors are open shall be Hardwood edge banded.

j. Plywood soffit panels and trim shall be of the same material and pre-finished to match the wall and base cabinets. The panels shall be a continuous piece of plywood - no vertical or horizontal joints.

k. Hardware: Hinges shall be satin bronze or like finish, spring loaded self-closing of the wrap around type semi-concealed similar to Amerock D-7579-BB. Provide two (2) rubber bumpers (3/32" thickness on each door and four (4) rubber bumpers (3/32" thickness) on each drawer for quietness. Door pulls are not required where beveled design of the drawers and drawer fronts are indicated.

l. Finish: The exterior of the cabinets shall be coated to show the natural grain of the wood. The manufacturer's standard method may be used; however, it shall be at least a system of sealing, sanding and two (2) coats of a water resistant varnish, and household chemical-resistant resin coating. The exterior of the cabinets shall be finish coated. The interior shall have at least two (2) coats of the manufacturer's standard lacquer or sealer and sanded smooth.

m. For the base unit required to accommodate a sink, a stainless-steel sink rim shall be furnished unless sink is self-rimming type.

4. COUNTERTOPS:

a. Fully formed type: Single unit shaped with waterfall type counter edge and covered wood molding or shaped wood block at juncture of the countertop and backsplash and at the top of the backsplash. Size and shape of countertop shall be not less than 3 3/4 inches high. Laminate shall conform to Federal Specification L-P-508 G Style D, Grade HP class I, post forming type. Laminate shall be "Butter Rum Granite" 7732-58 and is available thru AHA Supplier Merl's Countertop in Abbeville, SC. No particle board material shall be used anywhere in the construction of these cabinets. Hardwood plywood only shall be accepted. Use of particle board materials will be an automatic rejection of the cabinets.

b. Where ends of countertops abut wall, terminate end with a straight 3/4 inch laminate covered backsplash (without rounded top and cove bottom) tight against the wall. Height shall be same as specified above for post formed countertop.

5. INSTALLATION OF WOOD CABINETS:

Install cabinet's level, plumb, and true to line and fasten them to walls and/or floors with suitable devices to securely anchor each unit. Install countertops, accessories and hardware as indicated. Provide closer and filler strips, and finish moldings as necessary. It shall be the supplier's responsibility to verify support in all of the building to secure the cabinet work. This shall be coordinated with the Contractors. The supplier shall confirm this on the shop drawings. Countertop shall be level, tight to wall finish, and securely connected to the cabinet base. All counter top miters shall be flush.

6. METAL SPLASH:

a. Furnish and install a fabricated stainless-steel metal splash sheet on wall at kitchen range to be the full width of the cabinet space and start at 4 inches below the countertop level and extend to the bottom of the cabinets over the range.

b. Fabricate metal splash of .037 inch thick, No. 4 finish stainless steel sheet, Type 304.

c. Mount stainless steel to gypsum board using Weldwood contact cement panel adhesive (or equivalent) and four (4) No. 4 x 1 inch flush head stainless steel screws at to edge of wall protector behind range hood.

7. WALL PLASTIC LAMINATE:

a. Install 1/16-inch plastic laminate sheet on wall of kitchen behind sink when there is no window. Install from top of backsplash 24 inch high x width of sink.

b. Plastic laminate color and pattern shall be selected by Owner. Trim exposed edges with a router, straight and true.

c. Apply plastic laminate to wall using contact adhesive approved by laminate manufacturer. Apply plastic laminate in accordance with manufacturer's instructions.

7. SHOP DRAWINGS:

Furnish three (3) copies of shop drawings, catalog cuts and descriptive material showing each type of cabinet, counter top and related items. Indicate clearly the complete layout of cabinets, accessories and pertinent details of construction, fabrication and attachments.

8. NOTES:

The kitchen cabinets shall always provide a cabinet suitable for broom and mop storage, and small cabinets over the range and refrigerator. Prepare range opening for a 30" free standing range.

**SECTION 09250
GYPSUM BOARD**

PART 1 - GENERAL

1.1 DESCRIPTION

This section specifies installation and finishing of gypsum board.

1.2 RELATED WORK

- A. Installation of steel framing members for walls, partitions, furring, soffits, and ceilings: Section 05 40 00, COLD-FORMED METAL FRAMING, and Section 09 22 16, NON-STRUCTURAL METAL FRAMING.
- B. Sound deadening board: Section 07 21 13, THERMAL INSULATION.
- C. Acoustical Sealants: Section 07 92 00, JOINT SEALANTS.
- D. Gypsum base for veneer plaster: Section 09 26 00, VENEER PLASTERING.
- E. Lay in gypsum board ceiling panels: Section 09 51 00, ACOUSTICAL CEILING.

1.3 TERMINOLOGY

- A. Definitions and description of terms shall be in accordance with ASTM C11, C840, and as specified.
- B. Underside of Structure Overhead: In spaces where steel trusses or bar joists are shown, the underside of structure overhead shall be the underside of the floor or roof construction supported by the trusses or bar joists.
- C. "Yoked": Gypsum board cut out for opening with no joint at the opening (along door jamb or above the door).

1.4 SUBMITTALS

- A. Submit in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- B. Manufacturer's Literature and Data:
 - 1. Cornerbead and edge trim.
 - 2. Finishing materials.
 - 3. Laminating adhesive.
 - 4. Gypsum board, each type.
- C. Shop Drawings:
 - 1. Typical sound rated assembly, showing treatment at perimeter of partitions and penetrations at gypsum board.
 - 2. Typical shaft wall assembly.
 - 3. Typical fire rated assembly and column fireproofing, indicating details of construction same as that used in fire rating test.
- D. Samples:
 - 1. Cornerbead.
 - 2. Edge trim.

- 3. Control joints.
- E. Test Results:
 - 1. Fire rating test, each fire rating required for each assembly.
 - 2. Sound rating test.
- F. Certificates: Certify that gypsum board types, gypsum backing board types, cementitious backer units, and joint treating materials do not contain asbestos material.

1.5 DELIVERY, IDENTIFICATION, HANDLING AND STORAGE

In accordance with the requirements of ASTM C840.

1.6 ENVIRONMENTAL CONDITIONS

In accordance with the requirements of ASTM C840.

1.7 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. American Society for Testing And Materials (ASTM):
 - C11-08 Terminology Relating to Gypsum and Related Building Materials and Systems
 - C475-02 Joint Compound and Joint Tape for Finishing Gypsum Board
 - C840-08 Application and Finishing of Gypsum Board
 - C919-08 Sealants in Acoustical Applications
 - C954-07 Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases to Steel Stud from 0.033 in. (0.84mm) to 0.112 in. (2.84mm) in thickness
 - C1002-07 Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs
 - C1047-05 Accessories for Gypsum Wallboard and Gypsum Veneer Base
 - C1396-06 Gypsum Board
 - E84-08..... Surface Burning Characteristics of Building Materials
- C. Underwriters Laboratories Inc. (UL):
 - Latest Edition Fire Resistance Directory

PART 2 - PRODUCTS

2.1 GYPSUM BOARD

- A. Gypsum Board: ASTM C1396, Type X, 5/8 inch thick unless shown otherwise.
- B. Water Resistant Gypsum Backing Board: ASTM C620, Type X, 5/8 inch thick.

2.2 ACCESSORIES

- A. Per ASTM C1047.

- B. Flanges not less than 7/8 inch wide with punch-outs or deformations as required to provide compound bond.

2.3 FASTENERS

- A. ASTM C1002 and ASTM C840, except as otherwise specified.
- B. ASTM C954, for steel studs thicker than 0.33 inch.
- C. Select screws of size and type recommended by the manufacturer of the material being fastened.
- D. For fire rated construction, type and size same as used in fire rating test.
- E. Clips: Zinc-coated (galvanized) steel; gypsum board manufacturer's standard items.

2.4 FINISHING MATERIALS AND LAMINATING ADHESIVE

ASTM C475 and ASTM C840. Free of antifreeze, vinyl adhesives, preservatives, biocides and other VOC. Adhesive shall contain a maximum VOC content of 50 g/l.

PART 3 - EXECUTION

3.1 GYPSUM BOARD HEIGHTS

- A. Extend all layers of gypsum board from floor to underside of structure overhead on following partitions and furring:
 - 1. Two sides of partitions:
 - a. Fire rated partitions.
 - b. Smoke partitions.
 - c. Sound rated partitions.
 - d. Full height partitions shown.
 - e. Corridor partitions.
 - 2. One side of partitions or furring:
 - a. Inside of exterior wall furring or stud construction.
 - b. Room side of room without suspended ceilings.
 - c. Furring for pipes and duct shafts, except where fire rated shaft wall construction is shown.
 - 3. Extend all layers of gypsum board construction used for fireproofing of columns from floor to underside of structure overhead, unless shown otherwise.
- B. In locations other than those specified, extend gypsum board from floor to heights as follows:
 - 1. Not less than 4 inches above suspended acoustical ceilings.
 - 2. At ceiling of suspended gypsum board ceilings.
 - 3. At existing ceilings.

3.2 INSTALLING GYPSUM BOARD

- A. Coordinate installation of gypsum board with other trades and related work. Prior to installation of gypsum board, check for and provide furring and/or blocking at all locations to receive attached equipment such as kitchen cabinets, toilet accessories, grab bars, trim, valence boards, stairway handrails brackets, etc.
- B. Install gypsum board in accordance with ASTM C840, except as otherwise specified.

- C. Moisture and Mold-Resistant Assemblies: Provide and install moisture and mold-resistant glass mat gypsum wallboard products with moisture-resistant surfaces complying with ASTM C1658 where shown and in locations which might be subject to moisture exposure during construction.
- D. Use gypsum boards in maximum practical lengths to minimize number of end joints.
- E. Bring gypsum board into contact, but do not force into place.
- F. Ceilings:
 - 1. For single-ply construction, use perpendicular application.
 - 2. For two-ply assemblies:
 - a. Use perpendicular application.
 - b. Apply face ply of gypsum board so that joints of face ply do not occur at joints of base ply with joints over framing members.
- G. Walls (Except Shaft Walls):
 - 1. When gypsum board is installed parallel to framing members, space fasteners 12 inches on center in field of the board, and 8 inches on center along edges.
 - 2. When gypsum board is installed perpendicular to framing members, space fasteners 12 inches on center in field and along edges.
 - 3. Stagger screws on abutting edges or ends.
 - 4. For single-ply construction, apply gypsum board with long dimension perpendicular to framing members as required to minimize number of joints except gypsum board shall be applied vertically over "Z" furring channels.
 - 5. For two-ply gypsum board assemblies, apply base ply of gypsum board to assure minimum number of joints in face layer. Apply face ply of wallboard to base ply so that joints of face ply do not occur at joints of base ply with joints over framing members.
- H. Acoustical or Sound Rated Partitions, Fire and Smoke Partitions:
 - 1. Cut gypsum board for a space approximately 1/8 to 1/4 inch wide around partition perimeter.
 - 2. Coordinate for application of caulking or sealants to space prior to taping and finishing.
 - 3. For sound rated partitions, use sealing compound (ASTM C919) to fill the annular spaces between all receptacle boxes and the partition finish material through which the boxes protrude to seal all holes and/or openings on the back and sides of the boxes. STC minimum values as shown.
- I. Electrical and Telecommunications Boxes:
 - 1. Seal annular spaces between electrical and telecommunications receptacle boxes and gypsum board partitions.
- J. Accessories:
 - 1. Set accessories plumb, level and true to line, neatly mitered at corners and intersections, and securely attach to supporting surfaces as specified.
 - 2. Install in one piece, within practical limits of the longest commercially available lengths.
 - 3. Corner Beads:
 - a. Install at all vertical and horizontal external corners and where shown.
 - b. Use screws only. Do not use crimping tool.
 - 4. Edge Trim (casings Beads):
 - a. At both sides of expansion and control joints unless shown otherwise.
 - b. Where gypsum board terminates against dissimilar materials and at perimeter of openings, except where covered by flanges, casings or permanently built-in equipment.

- c. Where gypsum board surfaces of non-load bearing assemblies abut load bearing members.
- d. Where shown.

3.3 CAVITY SHAFT WALL

- A. Coordinate assembly with Section 09 22 16, NON-STRUCTURAL METAL FRAMING, for erection of framing and gypsum board.
- B. Gypsum Board:
 - 1. Two hour wall:
 - a. Erect base layer (backing board) vertically on finish side of wall with end joints staggered. Fasten base layer panels to studs with one inch long screws, spaced 24 inches on center.
 - b. Use laminating adhesive between plies in accordance with UL or FM if required by fire test.
 - c. Apply face layer of gypsum board required by fire test vertically over base layer with joints staggered and attach with screws of sufficient length to secure to framing staggered from those in base, spaced 12 inches on center.
 - 2. One hour wall with one layer on finish side of wall: Apply face layer of gypsum board vertically. Attach to studs with screws of sufficient length to secure to framing, spaced 12 inches on center in field and along edges.
 - 3. Where coreboard is covered with face layer of gypsum board, stagger joints of face layer from those in the coreboard base.
- E. Treat joints, corners, and fasteners in face layer as specified for finishing of gypsum board.
- F. Elevator Shafts:
 - 1. Protrusions including fasteners other than flange of shaft wall framing system or offsets from vertical alignments more than 1/8-inch are not permitted unless shown.
 - 2. Align shaft walls for plumb vertical flush alignment from top to bottom of shaft.

3.4 FINISHING OF GYPSUM BOARD

- A. Finish joints, edges, corners, and fastener heads in accordance with ASTM C840. Use Level 5 finish for all finished areas open to public view.
- B. Before proceeding with installation of finishing materials, assure the following:
 - 1. Gypsum board is fastened and held close to framing or furring.
 - 2. Fastening heads in gypsum board are slightly below surface in dimple formed by driving tool.
- C. Finish joints, fasteners, and all openings, including openings around penetrations, on that part of the gypsum board extending above suspended ceilings to seal surface of non-decorated gypsum board construction. After the installation of hanger rods, hanger wires, supports, equipment, conduits, piping and similar work, seal remaining openings and maintain the integrity of the barrier if one applies. Sanding is not required of non-decorated surfaces.

3.5 REPAIRS

- A. After taping and finishing has been completed, and before decoration, repair all damaged and defective work, including non-decorated surfaces.

- B. Patch holes or openings 1/2 inch or less in diameter, or equivalent size, with a setting type finishing compound or patching plaster.
- C. Repair holes or openings over 1/2 inch diameter, or equivalent size, with 5/8 inch thick gypsum board secured in such a manner as to provide solid substrate equivalent to undamaged surface.
- D. Tape and refinish scratched, abraded or damaged finish surfaces including cracks and joints in non-decorated surface to provide fire protection equivalent to the fire rated construction.

- - - E N D - - -

SECTION 09900
PAINING

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete the painting and finishing as shown on the construction documents and/or specified herein, including, but not limited to, the following:
1. Prime coats which may be applied in shop under other sections.
 2. Prime painting unprimed surfaces to be painted under this Section.
 3. Painting items furnished with a prime coat of paint, including touching up of or repairing of abraded, damaged or rusted prime coats applied by others.
 4. Painting ferrous metal (except stainless steel) exposed to view.
 5. Painting galvanized ferrous metals exposed to view.
 6. Painting interior concrete block exposed to view.
 7. Painting gypsum drywall exposed to view.
 8. Painting of wood exposed to view, except items which are specified to be painted or finished under other Sections of these specifications. Back painting of all wood in contact with concrete, masonry or other moisture areas.
 9. Painting pipes, pipe coverings, conduit, ducts, insulation, hangers, supports and other mechanical and electrical items and equipment only if they are exposed to view.
 10. Painting surfaces above, behind or below grilles, gratings, diffusers, louvers lighting fixtures, and the like, which are exposed to view through these items.
 11. Painting includes shellacs, stains, varnishes, coatings specified, and striping or markers and identity markings.
 12. Incidental painting and touching up as required to produce proper finish for painted surfaces, including touching up of factory finished items.
 13. Painting of any surface not specifically mentioned to be painted herein or on construction documents, but for which painting is obviously necessary to complete the job, or work which comes within the intent of these specifications, is to be included as though specified.

1.2 RELATED WORK:

- A. Specifications for work related to or required to be completed prior to paint and/or finish products are covered in their respective sections. Refer to sections included where applicable.

1.3 DELIVERY AND STORAGE:

- A. Unless otherwise specified, paint to be obtained from AHA Facilities or Maintenance with any materials obtained from AHA deducted from contract.
- B. Maintain space for storage and handling of painting materials and equipment in a ventilated, neat and orderly condition to prevent spontaneous combustion from occurring or igniting adjacent items.
- C. Store materials at site at least 24 hours before using, at a temperature between 45 and 85 degrees F.

1.4 QUALITY ASSURANCE:

- A. Qualification of Painters: Use only qualified journeyman painters for the mixing and application of paint on exposed surfaces. Submit evidence that key personnel have successfully performed surface preparation and application of coating on a minimum of three (3) similar projects within the past three (3) years.
- B. Paint Coordination: Provide finish coats which are compatible with the prime paints used. Review other Sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates. Upon request from other subcontractors, furnish information on the characteristics of the finish materials proposed to be used, to ensure that compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the Contracting Officer Representative (COR) in writing of any anticipated problems using the coating systems as specified with substrates primed by others.

1.5 MOCK-UP PANEL:

- A. Apply in the field, at their final location, each type and color of approved paint materials, applied 6 feet wide, floor to ceiling of wall surfaces, before proceeding with the remainder of the work, for approval by the COR. Paint mock-ups to include one (1) door and frame assembly.
- B. Finish and texture approved by COR will be used as a standard of quality and workmanship for remainder of work.
- C. Repaint individual areas which are not approved, as determined by the COR, until approval is received.

1.6 REGULATORY REQUIREMENTS:

- A. Paint materials are to conform to the restrictions of the local Environmental and Toxic Control jurisdiction.
 - 1. Volatile Organic Compounds (VOC) Emissions Requirements: Field-applied paints and coatings that are inside the waterproofing system to not exceed limits of authorities having jurisdiction.
 - 2. Lead-Base Paint:
 - a. Comply with Section 410 of the Lead-Based Paint Poisoning Prevention Act, as amended, and with implementing regulations promulgated by Secretary of Housing and Urban Development.
 - b. Regulations concerning prohibition against use of lead-based paint in federal and federally assisted construction, or rehabilitation of residential structures are set forth in Subpart F, Title 24, Code of Federal Regulations, Department of Housing and Urban Development.
 - c. Do not use coatings having a lead content over 0.06 percent by weight of non-volatile content.
 - d. For lead-paint removal, see Section 02 83 33.13, LEAD-BASED PAINT REMOVAL AND DISPOSAL.
 - 3. Asbestos: Provide materials that do not contain asbestos.
 - 4. Chromate, Cadmium, Mercury, and Silica: Provide materials that do not contain zinc-chromate, strontium-chromate, Cadmium, mercury or mercury compounds or free crystalline silica.
 - 5. Human Carcinogens: Provide materials that do not contain any of the ACGIH-BKLT and ACGHI-DOC confirmed or suspected human carcinogens.

- 6. Use high performance acrylic paints in place of alkyd paints.

1.7 SAFETY AND HEALTH

- A. Apply paint materials using safety methods and equipment in accordance with the following:
 - 1. Comply with applicable Federal, State, and local laws and regulations, and with the ACCIDENT PREVENTION PLAN, as specified in Section 01 35 26, SAFETY REQUIREMENTS.
- B. Safety Methods Used During Paint Application: Comply with the requirements of SSPC PA Guide 10.
- C. Toxic Materials: To protect personnel from overexposure to toxic materials, conform to the most stringent guidance of:
 - 1. The applicable manufacturer’s Material Safety Data Sheets (MSDS) or local regulation.
 - 2. 29 CFR 1910.1000.
 - 3. ACHIH-BKLT and ACGIH-DOC, threshold limit values.

1.8 APPLICABLE PUBLICATIONS:

- A. Publications listed below form a part of this specification to the extent referenced. Publications are referenced in the text by basic designation only.
- B. American Conference of Governmental Industrial Hygienists (ACGIH):
 - ACGIH TLV-BKLT-2012..... Threshold Limit Values (TLV) for Chemical Substances and Physical Agents and Biological Exposure Indices (BEIs)
 - ACGIH TLV-DOC-2012..... Documentation of Threshold Limit Values and Biological Exposure Indices, (Seventh Edition)
- C. ASME International (ASME):
 - A13.1-07(R2013)..... Scheme for the Identification of Piping Systems
- D. Code of Federal Regulation (CFR):
 - 40 CFR 59..... Determination of Volatile Matter Content, Water Content, Density Volume Solids, and Weight Solids of Surface Coating
- E. Commercial Item Description (CID):
 - A-A-1272A..... Plaster Gypsum (Spackling Compound)
- F. Federal Specifications (Fed Spec):
 - TT-P-1411A..... Paint, Copolymer-Resin, Cementitious (For Waterproofing Concrete and Masonry Walls) (CEP)
- G. Master Painters Institute (MPI):
 - 4..... Interior/ Exterior Latex Block Filler
 - 5..... Exterior Alkyd Wood Primer
 - 7..... Exterior Oil Wood Primer
 - 8..... Exterior Alkyd, Flat MPI Gloss Level 1
 - 9..... Exterior Alkyd Enamel MPI Gloss Level 6
 - 10..... Exterior Latex, Flat
 - 11..... Exterior Latex, Semi-Gloss
 - 18..... Organic Zinc Rich Primer
 - 27..... Exterior / Interior Alkyd Floor Enamel, Gloss
 - 31..... Polyurethane, Moisture Cured, Clear Gloss
 - 36..... Knot Sealer

- 43 Interior Satin Latex, MPI Gloss Level 4
- 44 Interior Low Sheen Latex, MPI Gloss Level 2
- 45 Interior Primer Sealer
- 46 Interior Enamel Undercoat
- 47 Interior Alkyd, Semi-Gloss, MPI Gloss Level 5
- 48 Interior Alkyd, Gloss, MPI Gloss Level 6
- 50 Interior Latex Primer Sealer
- 51 Interior Alkyd, Eggshell, MPI Gloss Level 3
- 52 Interior Latex, MPI Gloss Level 3
- 53 Interior Latex, Flat, MPI Gloss Level 1
- 54 Interior Latex, Semi-Gloss, MPI Gloss Level 5
- 59 Interior/Exterior Alkyd Porch & Floor Enamel, Low Gloss
- 60 Interior/Exterior Latex Porch & Floor Paint, Low Gloss
- 66 Interior Alkyd Fire Retardant, Clear Top-Coat (ULC Approved)
- 67 Interior Latex Fire Retardant, Top-Coat (ULC Approved)
- 68 Interior/ Exterior Latex Porch & Floor Paint, Gloss
- 71 Polyurethane, Moisture Cured, Clear, Flat
- 77 Epoxy Cold Cured, Gloss
- 79 Marine Alkyd Metal Primer
- 90 Interior Wood Stain, Semi-Transparent
- 91 Wood Filler Paste
- 94 Exterior Alkyd, Semi-Gloss
- 95 Fast Drying Metal Primer
- 98 High Build Epoxy Coating
- 101 Epoxy Anti-Corrosive Metal Primer
- 108 High Build Epoxy Coating, Low Gloss
- 114 Interior Latex, Gloss
- 119 Exterior Latex, High Gloss (acrylic)
- 134 Galvanized Water Based Primer
- 135 Non-Cementitious Galvanized Primer
- 138 Interior High Performance Latex, MPI Gloss Level 2
- 139 Interior High Performance Latex, MPI Gloss Level 3
- 140 Interior High Performance Latex, MPI Gloss Level 4
- 141 Interior High Performance Latex (SG) MPI Gloss Level 5
- 163 Exterior Water Based Semi-Gloss Light Industrial Coating, MPI
Gloss Level 5

H. Society for Protective Coatings (SSPC):

- SSPC SP 1-82(R2004) Solvent Cleaning
- SSPC SP 2-82(R2004) Hand Tool Cleaning
- SSPC SP 3-28(R2004) Power Tool Cleaning
- SSPC SP 10/NACE No.2 Near-White Blast Cleaning
- SSPC PA Guide 10 Guide to Safety and Health Requirements

I. Maple Flooring Manufacturer’s Association (MFMA):

J. U.S. National Archives and Records Administration (NARA):

29 CFR 1910.1000.....Air Contaminants
K. Underwriter’s Laboratory (UL)

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Conform to the coating specifications and standards referenced in PART 3. Submit manufacturer’s technical data sheets for specified coatings and solvents.

2.2 PAINT PROPERTIES:

- A. Use ready-mixed (including colors), except two component epoxies, polyurethanes, polyesters, paints having metallic powders packaged separately and paints requiring specified additives.
- B. Where no requirements are given in the referenced specifications for primers, use primers with pigment and vehicle, compatible with substrate and finish coats specified.
- C. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only to recommended limits.
- D. VOC Content: For field applications that are inside the weatherproofing system, paints and coating to comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Non-flat Paints and Coatings: 150 g/L.
 - 3. Dry-Fog Coatings: 400 g/L.
 - 4. Primers, Sealers, and Undercoaters: 200 g/L.
 - 5. Anticorrosive and Antirust Paints applied to Ferrous Metals: 250 g/L.
 - 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 - 7. Pretreatment Wash Primers: 420 g/L.
 - 8. Shellacs, Clear: 730 g/L.
 - 9. Shellacs, Pigmented: 550 g/L.
- E. VOC test method for paints and coatings is to be in accordance with 40 CFR 59 (EPA Method 24). Part 60, Appendix A with the exempt compounds’ content determined by Method 303 (Determination of Exempt Compounds) in the South Coast Air Quality Management District’s (SCAQMD) “Laboratory Methods of Analysis for Enforcement Samples” manual.

PART 3 - EXECUTION

3.1 JOB CONDITIONS:

- A. Safety: Observe required safety regulations and manufacturer's warning and instructions for storage, handling and application of painting materials.
 - 1. Take necessary precautions to protect personnel and property from hazards due to falls, injuries, toxic fumes, fire, explosion, or other harm.
 - 2. Deposit soiled cleaning rags and waste materials in metal containers approved for that purpose. Dispose of such items off the site at end of each day’s work.
- B. Atmospheric and Surface Conditions:
 - 1. Do not apply coating when air or substrate conditions are:

- a. Less than 5 degrees F above dew point.
 - b. Below 50 degrees F or over 95 degrees F, unless specifically pre-approved by the COR and the product manufacturer. Under no circumstances are application conditions to exceed manufacturer recommendations.
 - c. When the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.
2. Maintain interior temperatures until paint dries hard.
 3. Do no exterior painting when it is windy and dusty.
 4. Do not paint in direct sunlight or on surfaces that the sun will warm.
 5. Apply only on clean, dry and frost free surfaces except as follows:
 - a. Apply water thinned acrylic and cementitious paints to damp (not wet) surfaces only when allowed by manufacturer's printed instructions.
 - b. Concrete and masonry when permitted by manufacturer's recommendations, dampen surfaces to which water thinned acrylic and cementitious paints are applied with a fine mist of water on hot dry days to prevent excessive suction and to cool surface.
 6. Varnishing:
 - a. Apply in clean areas and in still air.
 - b. Before varnishing vacuum and dust area.
 - c. Immediately before varnishing wipe down surfaces with a tack rag.

3.2 INSPECTION:

- A. Examine the areas and conditions where painting and finishing are to be applied and correct any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions are corrected to permit proper installation of the work.

3.3 GENERAL WORKMANSHIP REQUIREMENTS:

- A. Application may be by brush or roller. Spray application only upon acceptance from the COR in writing.
- B. Furnish to the COR a painting schedule indicating when the respective coats of paint for the various areas and surfaces will be completed. This schedule is to be kept current as the job progresses.
- C. Protect work at all times. Protect all adjacent work and materials by suitable covering or other method during progress of work. Upon completion of the work, remove all paint and varnish spots from floors, glass and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature not caused by others and leave work in a clean condition.
- D. Remove and protect hardware, accessories, device plates, lighting fixtures, and factory finished work, and similar items, or provide in place protection. Upon completion of each space, carefully replace all removed items by workmen skilled in the trades involved.
- E. When indicated to be painted, remove electrical panel box covers and doors before painting walls. Paint separately and re-install after all paint is dry.
- F. Materials are to be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple.

- G. Apply materials with a coverage to hide substrate completely. When color, stain, dirt or undercoats show through final coat of paint, the surface is to be covered by additional coats until the paint film is of uniform finish, color, appearance and coverage, at no additional cost to the Owner.
- H. All coats are to be dry to manufacturer's recommendations before applying succeeding coats.
- I. All suction spots or "hot spots" in plaster after the application of the first coat are to be touched up before applying the second coat.
- J. Do not apply paint behind frameless mirrors that use mastic for adhering to wall surface.

3.4 SURFACE PREPARATION:

A. General:

1. The Contractor shall be held wholly responsible for the finished appearance and satisfactory completion of painting work. Properly prepare all surfaces to receive paint, which includes cleaning, sanding, and touching-up of all prime coats applied under other Sections of the work. Broom clean all spaces before painting is started. All surfaces to be painted or finished are to be completely dry, clean and smooth.
2. See other sections of specifications for specified surface conditions and prime coat.
3. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
4. Clean surfaces before applying paint or surface treatments with materials and methods compatible with substrate and specified finish. Remove any residue remaining from cleaning agents used. Do not use solvents, acid, or steam on concrete and masonry. Schedule the cleaning and painting so that dust and other contaminants from the cleaning process will not fall in wet, newly painted surfaces.
5. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Concrete: 12 percent.
 - b. Fiber-Cement Board: 12 percent.
 - c. Masonry (Clay and CMU's): 12 percent.
 - d. Wood: 15 percent.
 - e. Gypsum Board: 12 percent.
 - f. Plaster: 12 percent.

B. Wood:

1. Sand to a smooth even surface and then dust off.
2. Sand surfaces showing raised grain smooth between each coat.
3. Wipe surface with a tack rag prior to applying finish.
4. Surface painted with an opaque finish:
 - a. Coat knots, sap and pitch streaks with MPI 36 (Knot Sealer) before applying paint.
 - b. Apply two coats of MPI 36 (Knot Sealer) over large knots.
5. After application of prime or first coat of stain, fill cracks, nail and screw holes, depressions and similar defects with wood filler paste. Sand the surface to make smooth and finish flush with adjacent surface.
6. Before applying finish coat, reapply wood filler paste if required, and sand surface to remove surface blemishes. Finish flush with adjacent surfaces.

7. Fill open grained wood such as oak, walnut, ash and mahogany with MPI 91 (Wood Filler Paste), colored to match wood color.
 - a. Thin filler in accordance with manufacturer's instructions for application.
 - b. Remove excess filler, wipe as clean as possible, dry, and sand as specified.
- C. Ferrous Metals:
 1. Remove oil, grease, soil, drawing and cutting compounds, flux and other detrimental foreign matter in accordance with SSPC-SP 1 (Solvent Cleaning).
 2. Remove loose mill scale, rust, and paint, by hand or power tool cleaning, as defined in SSPC-SP 2 (Hand Tool Cleaning) and SSPC-SP 3 (Power Tool Cleaning). Where high temperature aluminum paint is used, prepare surface in accordance with paint manufacturer's instructions.
 3. Fill dents, holes and similar voids and depressions in flat exposed surfaces of hollow steel doors and frames, access panels, roll-up steel doors and similar items specified to have semi-gloss or gloss finish with TT-F-322D (Filler, Two-Component Type, For Dents, Small Holes and Blow-Holes). Finish flush with adjacent surfaces.
 - a. Fill flat head countersunk screws used for permanent anchors.
 - b. Do not fill screws of item intended for removal such as glazing beads.
 4. Spot prime abraded and damaged areas in shop prime coat which expose bare metal with same type of paint used for prime coat. Feather edge of spot prime to produce smooth finish coat.
 5. Spot prime abraded and damaged areas which expose bare metal of factory finished items with paint as recommended by manufacturer of item.
- D. Zinc-Coated (Galvanized) Metal, Aluminum, Copper and Copper Alloys Surfaces Specified Painted:
 1. Clean surfaces to remove grease, oil and other deterrents to paint adhesion in accordance with SSPC-SP 1 (Solvent Cleaning).
 2. Spot coat abraded and damaged areas of zinc-coating which expose base metal on hot-dip zinc-coated items with MPI 18 (Organic Zinc Rich Coating). Prime or spot prime with MPI 134 (Waterborne Galvanized Primer) or MPI 135 (Non-Cementitious Galvanized Primer) depending on finish coat compatibility.
- E. Masonry, Concrete, Cement Board, Cement Plaster and Stucco:
 1. Clean and remove dust, dirt, oil, grease efflorescence, form release agents, laitance, and other deterrents to paint adhesion.
 2. Use emulsion type cleaning agents to remove oil, grease, paint and similar products. Use of solvents, acid, or steam is not permitted.
 3. Remove loose mortar in masonry work.
 4. Replace mortar and fill open joints, holes, cracks and depressions with new mortar. Do not fill weep holes. Finish to match adjacent surfaces.
 5. Neutralize Concrete floors to be painted by washing with a solution of 3 pounds of zinc sulfate crystals to 1 gallon of water, allow to dry three (3) days and brush thoroughly free of crystals.
 6. Repair broken and spalled concrete edges with concrete patching compound to match adjacent surfaces. Remove projections to level of adjacent surface by grinding or similar methods.
- F. Gypsum Plaster and Gypsum Board:
 1. Remove efflorescence, loose and chalking plaster or finishing materials.
 2. Remove dust, dirt, and other deterrents to paint adhesion.

3. Fill holes, cracks, and other depressions with CID-A-A-1272A (Plaster Gypsum spackling compound) finished flush with adjacent surface, with texture to match texture of adjacent surface. Patch holes over 1-inch in diameter as specified in Section for plaster or gypsum board.

3.5 PAINT PREPARATION:

- A. Thoroughly mix painting materials to ensure uniformity of color, complete dispersion of pigment and uniform composition.
- B. Do not thin unless necessary for application and when finish paint is used for body and prime coats. Use materials and quantities for thinning as specified in manufacturer's printed instructions.
- C. Remove paint skins, then strain paint through commercial paint strainer to remove lumps and other particles.
- D. Mix two (2) component and two (2) part paint and those requiring additives in such a manner as to uniformly blend as specified in manufacturer's printed instructions unless specified otherwise.
- E. For tinting required to produce exact shades specified, use color pigment recommended by the paint manufacturer.

3.6 APPLICATION:

- A. Start of surface preparation or painting will be construed as acceptance of the surface as satisfactory for the application of materials.
- B. Unless otherwise specified, apply paint in three (3) coats; prime, body, and finish. When two (2) coats applied to prime coat are the same, first coat applied over primer is body coat and second coat is finish coat.
- C. Apply each coat evenly and cover substrate completely.
- D. Allow not less than 48 hours between application of succeeding coats, except as allowed by manufacturer's printed instructions, and approved by COR.
- E. Apply by brush or roller. Spray application for new or existing occupied spaces only upon approval by acceptance from COR in writing.
 1. Apply painting materials specifically required by manufacturer to be applied by spraying.
 2. In new construction and in existing occupied spaces, where paint is applied by spray, mask or enclose with polyethylene, or similar air tight material with edges and seams continuously sealed including items specified in "Building and Structural Work Field Painting"; "Work not Painted"; motors, controls, telephone, and electrical equipment and other recessed equipment and similar prefinished items.
- F. Do not paint in closed position operable items such as access doors and panels, window sashes, overhead doors, and similar items except overhead roll-up doors and shutters.

3.7 PRIME PAINTING:

- A. After surface preparation, prime surfaces before application of body and finish coats, except as otherwise specified.
- B. Spot prime and apply body coat to damaged and abraded painted surfaces before applying succeeding coats.
- C. Additional field applied prime coats over shop or factory applied prime coats are not required except for exterior exposed steel, apply an additional prime coat.

3.8 REFINISHING EXISTING PAINTED SURFACES:

- A. Clean, patch and repair existing surfaces as specified under “Surface Preparation”. No “telegraphing” of lines, ridges, flakes, etc., through new surfacing is permitted. Where this occurs, sand smooth and re-finish until surface meets with COR’s approval.
- B. Remove and reinstall items as specified under “General Workmanship Requirements”.
- C. Remove existing finishes or apply separation coats to prevent non compatible coatings from having contact.
- D. Patched or Replaced Areas in Surfaces and Components: Apply spot prime and body coats as specified for new work to repaired areas or replaced components.
- E. Except where scheduled for complete painting apply finish coat over plane surface to nearest break in plane, such as corner, reveal, or frame.
- F. In existing rooms and areas where alterations occur, clean existing stained and natural finished wood retouch abraded surfaces and then give entire surface one (1) coat of Polyurethane to match existing.
- G. Refinish areas as specified for new work to match adjoining work unless specified or scheduled otherwise.
- H. Coat knots and pitch streaks showing through old finish with MPI 36 (Knot Sealer) before refinishing.
- I. Sand or dull glossy surfaces prior to painting.
- J. Sand existing coatings to a feather edge so that transition between new and existing finish will not show in finished work.

3.9 PAINT COLOR:

- A. Color and gloss of finish coats: Match existing as available from the AHA warehouse or as specified in SCHEDULE FOR FINISHES.
- B. Painting, Caulking, Closures, and Fillers Adjacent to Casework:
 - 1. Paint to match color of casework where casework has a paint finish.
 - 2. Paint to match color of wall where casework is stainless steel, plastic laminate, or varnished wood.

3.10 PROTECTION, CLEAN UP, AND TOUCH-UP:

- A. Protect work from paint droppings and spattering by use of masking, drop cloths, removal of items or by other approved methods.
- B. Upon completion, clean paint from hardware, glass and other surfaces and items not required to be painted, of paint drops or smears.
- C. Before final inspection, touch-up or refinish in a manner to produce solid even color and finish texture, free from defects in work which was damaged or discolored.

--- E N D ---

26A.1. CONTRACT DOCUMENTS

a. All work of Section 26 shall comply with the requirements of:

1. General Conditions
2. Special Conditions
3. Scope of Work
4. Specifications
5. Drawings
6. Modifications incorporated in the documents before their execution.

26A.2. WORK INCLUDED

- a. All work as specified herein providing all material, labor and equipment required to install the electrical, lighting, power, complete and in operating condition.
- b. Include in the electrical work all the necessary supervision and the issuing of all coordinating information to any other trades who are supplying work to accommodate the electrical installations.
- c. Provide as used in the specifications shall mean, furnish, install, connect, adjust and test.
- d. The drawings and specifications are complimentary, and any work or material shown in one and omitted in the other or described in the one and not shown in the other, or which may be implied by both or either, shall be furnished as though shown on both, to give a complete and first-class installation.
- e. Potential Contractors shall visit the project site prior to bid date to satisfy themselves as to the existing conditions and distances.

26A.3 DEVIATIONS

- a. No deviations from the plans and specifications shall be made without written authorization from the owner.

26A.4. COOPERATION

- a. This Contractor shall Schedule his work and, in every way, possible cooperate with all other Contractors on the job to avoid delays, interferences, and unnecessary work. He shall notify them of all openings, hangers, excavations, etc., so that proper provisions shall be made for his work. This shall not relieve him of the cost of cutting, when such is required.
- b. This Contractor shall do all cutting and excavating necessary for the complete installation of his work, but he shall not cut the work of any other Contractor without first consulting the Architect. He shall repair any work damaged by him or his workmen, employing the services of the Contractor whose work is damaged at no additional cost to the owner.

26A.5. INSTALLATION

- a. Raceways, fixtures, devices, and other electrical equipment shall be installed in a neat and workmanlike manner and in accordance with recognized good practice for a first-class installation.
- b. The Architect or his representative shall have the authority to reject any workmanship not complying

with the contract documents.

- c. The Electrical Contractor shall personally or through an authorized licensed and competent electrician, constantly supervise the work from beginning to complete and final inspection.
- d. Electrical equipment shall be installed in accordance with manufacturer's recommendations.
- e. Locations of proposed raceway, riser, location of structural elements, location and size of chases method and type of construction of floors, walls, partitions, etc., shall be verified before construction starts.

26A.6. MATERIALS

- a. Materials specified by manufacturer's name shall be used unless approval of other manufacturers are listed in addenda to these specifications. See Section L - Special Conditions, Paragraph L.07 Trade Names.
- b. All materials shall be new and in accordance with applicable standards, I.E., American Society for Testing and Materials (ASTM), Underwriters' Lab (UL), National Electrical Manufacturers Association (NEMA), Insulated Power Cable Engineers Association (IPCEA), Edison Electric Institute (EEI), American National Standards Institute (ANSI), UL approved equipment shall bear UL label.
- c. Material of the same type shall be the product of one manufacturer.
- d. Materials not readily available from local sources shall be ordered immediately upon approval.
- e. The Owner shall have authority to reject any materials, or equipment, not complying with these specifications and have the Contractor replace materials so rejected immediately upon notification of rejection.
- f. Any material or equipment so rejected shall be removed from the job within 24 hours of such rejection, otherwise the Owner may have same removed at the Contractor's expense.

26A.7 EQUIPMENT CONNECTIONS

- a. All equipment requiring electrical power connections shall be connected under this Division of these specifications.
- b. Where electrical connections to equipment require specific locations, such locations shall be obtained from shop drawings.
- c. Drawings for location of conduit stub-up boxes mounted in wall or floor to serve specific equipment, shall not be scaled.
- d. Electrical circuits to equipment furnished under other sections of these specifications are based on design loads. If actual equipment furnished has loads other than design loads electrical circuits and protective devices shall be revised to be compatible with equipment furnished at no additional cost to the Owner. Any revisions must have prior approval by the Architect. Before submitting shop drawings, Electrical Sub-Contractor shall along with the Mechanical Sub-Contractor review voltage and load requirements for mechanical and plumbing equipment to determine the compatibility between what is being furnished and what is shown in the contract drawings.

- e. Where equipment is indicated to be served thru conduit stub-up, conduit shall be stubbed up not less than four inches above floor where transition shall be made to seal-tite flexible conduit for connection to equipment.
- f. The Contractor's attention is invited to other **Divisions of** these specifications, where equipment requiring electrical service or electrically related work is specified to become fully aware of the scope of work required for electrical service or related work.
- g. Where electricity utilizing equipment is supplied separate from the electrical work, and is energized, controlled or otherwise made operative by electrical work, the testing to provide the proper functional performance of such wiring systems shall be conducted by the trade responsible for the equipment. The electrical work shall, however, include cooperation in such testing and the making available of any necessary testing or adjustments to the electrical equipment.
- h. Heating, air conditioning, and ventilating equipment is specified to be furnished and installed under other sections of these specifications. The controls, likewise are specified to be furnished thereunder. All necessary wiring, wiring troughs and circuit breakers for power for this equipment shall be furnished and installed under this section of the specifications, in accordance with the plans and/or diagrams furnished with the equipment, or shown on these plans. Starters furnished by the Mechanical Contractor shall be installed under this Division of the specifications. Power wiring to auxiliary equipment on a piece of equipment remote from its main terminal box and interlocking of apparatus shall be accomplished under Heating Ventilating Equipment section of the specifications. Conduit and outlets for control wiring shall be furnished and installed under Division 23 of these specifications. Control conductors for mechanical equipment shall not be installed in same conduit with power conductors.

26A.8 EQUIPMENT PROTECTION

- a. Pack or crate the equipment and materials so they will not be damaged during shipping, storing and handling.
- b. Protect the painted surfaces with removable heavy craft paper or equal installed at the factory.
- c. Store the equipment and materials where they will have adequate dryness prior to installation.
- d. Remove the protective coverings prior to the final inspections.

26A.9 CLEANING AND PAINTING

- a. Thoroughly vacuum clean all equipment immediately before testing and immediately before putting the equipment into service.
- b. Prior to the final inspection, wipe clean the interiors and exteriors of the equipment.
- c. Repaint damaged surface on the equipment and materials with spray painting equipment and the same quality of paint and workmanship as used at the factory so the repainted areas will not be noticed.
- d. Exposed conduit, boxes and other items shall be painted under PAINTING SECTION of these specifications.

26A.10 GUARANTEE

- a. Generally, lamps shall be replaced up-to-date of acceptance such that they shall have no more than 25 hours, use prior to this date.

- b. All systems and component parts shall be guaranteed for one year from the date of final acceptance of the complete project. Defects found during this guaranteed period shall be promptly corrected at no additional cost to the Owner.

END OF SECTION

SECTION 15G

SOIL, WASTE AND VENT SYSTEM AND DRAINS

15G.1 PIPE AND FITTINGS

- a. Soil, waste and vent pipe and fittings shall be Schedule 40 PVC pipe and drainage pattern solvent-weld fittings.
- b. Water Closet Connection: Provide PVC closet flange and preformed wax setting seal. Turn up from main 3" waste line with a 4" 90-degree elbow. The closet flange connection shall be inside 4" PVC
- c. Waste arms serving lavatories, counter sinks and water coolers shall be:
 - 1. PVC pipe and fittings as specified above.
 - 2. Fitted with trap adapter having only threaded portion of fitting extending beyond wall.
 - 3. Drain piping for condensate drains and emergency drain pan drains shall be Schedule 40 PVC pressure pipe and fittings. Water heater relief piping shall be CPVC

15G.2 ACCESSORIES

- a. Drains and cleanouts shall be equal to J. R. Smith. Items of equal construction and performance as determined by manufacturer's comparison charts and as manufactured by Zurn, Wade or Josam will be acceptable. Floor drains shall be fitted with trap primer connections.
- b. Traps: Each fixture and piece of equipment including floor drains, hub drains, or equipment provided under another Section, requiring connections to the drainage system shall be equipped with a trap placed as near to the fixture as possible. No fixtures shall be double trapped. All other traps unless noted shall be supplied under Section - PLUMBING FIXTURES AND EQUIPMENT.
- c. Flashing: Vent pipes shall be flashed and made watertight. Flashing shall be equal to Oatey Vent Flashing consisting of plastic base and neoprene collar. Provide new flashing where vents penetrate existing roofs or new roofs.

15G.3 INSTALLATION

- a. Soil, Waste and Drain Piping:

Horizontal soil, waste and drain piping 4" and larger shall be given a minimum grade of 1/8 inch per foot unless otherwise indicated on the drawings. Piping 3" and smaller shall have minimum grade of 1/4" per foot. Top of vent piping shall be cut off square with the pipe. Offset vents where new roof requires a vent extension. Locate plumbing vent terminals so they are a minimum of 10 feet horizontally from air intakes. Main waste line shall remain

3" until after the kitchen sink and shall continue out the back of the house and turn up for a cleanout at grade. Waste drain may downsize to 2" for the washing machine connection after the kitchen sink. Install a 2" cleanout above the washing machine tee in the vent stack. The cleanout will protrude thru to the outside of house. Changes in pipe size or direction shall be made with standard fittings. Fittings shall be same weight/schedule classification as the pipe on which they are installed. Reduction of the size of drainage piping in the direction of flow is prohibited. Vent or tap tees will not be permitted on waste lines.

b. Accessories:

Bathtub Protector: Provide and keep in place a Water Tite TP Series bathtub protector for each tub. Protector shall be installed immediately after tub is set and shall not be removed until bathroom is cleaned for Final Inspection.

c. Pipe Joints:

1. PVC piping shall be joined with primer and solvent weld PVC fittings.
2. Joints between clay pipe and PVC pipe shall be made with Fernco flexible elastomeric couplings.

15G.5 TESTING SOIL, WASTE AND VENT SYSTEMS

- a. General: Concealed and insulated piping shall be tested in place before concealing or covering. Tests shall be conducted in the presence of an AHA representative. Piping located underground shall be tested before concealment or backfilling. Equipment, materials and instruments for tests shall be furnished by the Contractor without additional cost to the Owner.
- b. Provide test tees if above slab piping is to be tested independent of the underslab piping or if piping is to be tested in sections.
- c. Drainage and Venting Piping: The piping of the drainage and venting system shall be tested with water before installing fixtures. Water tests shall be applied to the drainage and venting system either in its entirety **or** in sections. If the Test is applied to the entire system, all openings in the piping shall be plugged except the washing machine box and the system shall be filled with water. If the system is tested in sections, each opening except the highest opening of the section under test shall be plugged and each section shall be filled with water.
- d. In testing successive sections, at least the upper 10 feet of the next preceding section shall be tested so that each joint or pipe in the building except the vent piping above the highest drain connection has been water tested. The water shall be kept in the system or in the portion under test, for at least 30 minutes before the inspection starts; the system shall then be tight at all joints.
- e. Testing bathtub: Fill bathtub to 1 inch above the top of the overflow fitting with stopper in place. Observe all joints in waste and overflow assembly. If no leaks or drips are present, remove stopper with tub full to overflow level and again observe all joints. Test must be witnessed by the Architect or the Resident Inspector.

FINISH HARDWARE

8D.1. GENERAL:

a. The Contractor shall include all necessary hardware for complete operation of all doors as specified. The omission of any door from the following does not relieve the Contractor of his obligation to supply proper hardware of same type as a similar opening, subject to the Architect's approval.

b. Unsuitable Hardware: Where the finished shape or size of any member taking hardware is such as to prevent use of the exact items specified, furnish hardware of same quality and operation to suit conditions, subject to the Owners approval.

8D.2. PRODUCTS:

a. Materials: Included in the following are manufacturers of products shown under Hardware Sets, followed by manufacturers whose equal products will be accepted.

b. Finish: The finish throughout shall be US26D, satin chromium. Door closers shall be sprayed Aluminum lacquer by vendor.

c. Design of locksets shall be NSP KC2300 series, except at Handicap Units which shall have NSP LC1200 on exterior and LC2400 interior design. All deadbolts must be SFIC and be NSP (DB160 series) and must be obtained from the AHA warehouse in order to maintain site security and continuity.

d. Butt hinges shall be products of Stanley, McKinney, Hager and Bommer.

1. Provide F179 butts at all doors.

2. Sizes shall be:

(a) 3-1/2 x 3-1/2 for 1-3/4" thick doors.

(b) 4-1/2 x 4-1/2 for 1-3/4" thick doors 3'0" and under.

(c) 5 x 4-1/2 for 1-3/4" thick doors wider than 3' 0"

(d) Door lock Prep should be 2 1/8 x 2 3/4 unless otherwise noted. Handicapped units shall be the same with the addition of 161 prep.

(e) Dead lock (deadbolt) prep should be 1 1/2 x 2 3/4.

3. Provide non-removable pins at all out swinging exterior doors.

e. Silencers shall be Glynn-Johnson 64 or equal by Baldwin or Sargent. Furnish three for each single door, four for each pair of doors.

Locksets shall be of type and function shown, products of NSP (Grade 2 or better) only. No substitutions will be accepted by the Owner

- f. Thresholds shall be Pemko 171A or equal by Zero or Reese. Thresholds at Handicap entrance doors shall be #545A.
- g. Weather-stripping shall be provided at all new exterior doors. Weather-stripping shall be Pemko or equal by Zero or Reese.
- h. Door bottoms at all new exterior doors shall be Pemko 315AN or equal by Zero or Reese.
- i. Doorstops shall be Ives 60A92.
- j. Deadlocks and Viewers:
 - 1. Confirm height of deadlock with Augusta Housing Authority prior to transmitting hardware schedule to door frame manufacturer.
 - 2. Confirm height of viewers (including handicapped units) with Augusta Housing Authority before installation.

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. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$150,000.

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 by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; 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 \$ _____ [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 \$ _____ [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) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

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

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

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

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

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

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

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

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 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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.

(l) 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.

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

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

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

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

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 principal(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 principals 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 principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

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

Previous Participation Certification

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

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

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

Part II- For HUD Internal Processing Only

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

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

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

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

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

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

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

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

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

Who Must Sign and File Form HUD-2530:

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

Principals include all individuals, joint ventures,

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

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

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

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

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

Where and When Form HUD-2530 Must Be Filed:

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

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

Handicapped).

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

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

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

Specific Line Instructions:

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

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

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

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

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

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

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

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

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

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

Instructions for Completing Schedule A:

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

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

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

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

Column 5. Explain any project defaults during your participation.

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

Certification: After you have completed all other parts of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification

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

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

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

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

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

Signed: _____
(Authorized Recipient Name/Title)

Date: _____

Print Name: _____

Organization: _____

NON-COLLUSIVE AFFIDAVIT

State of _____)
 ss.
County of _____)

being first duly sworn, deposes and says,

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

Signature: _____

Title: _____

(Company Name)

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

Subscribed and sworn to before me,

This ____ day of _____, 20 ____

My Commission expires _____, 20 ____

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the 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

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:

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.



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.

General Conditions for Housing Construction Contracts Public Housing Programs

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

Article 40 HUD 5370

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part

135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Special Conditions

Section 3 Requirements, 24 CFR Part 135

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

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

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

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

Points of Contact:

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

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

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

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

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

In general the contractor and subcontractors must:

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

Examples of actions demonstrating a good faith effort include:

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

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

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

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

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

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

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

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

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

SECTION 3 BUSINESS UTILIZATION PLAN

Company Contact Information

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

Instructions

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

*Executive Director
1435 Walton Way
Augusta, GA 30901*

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

Subcontractors Working on this Job

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

Current Workforce Information

Detail the company's current workforce information.

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

Affidavit of Commitment

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

Printed Name and Title of Certifying Officer in the Company

Name of the Company

Certifying Officer Signature

Date

SECTION 3 BUSINESS CERTIFICATION

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

- Category 1 Business: A business that is owned 51% or more by Section 3 Residents.

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

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

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

- Category 3 Business: A business that provides sufficient evidence to assure a commitment to subcontract more than 25% of the total dollar amount of all subcontracts to Section 3 Businesses.

- Is not a Section 3 Business.

Business Name

Project

Business Address

Certifying Signature

Title

Date

Affidavit:

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

Name of Contractor/Owner

Title

State of Georgia)
)SS
County of _____)

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

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public

My Commission Expires:

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: GA20200048 08/21/2020

Superseded General Decision Number: GA20190048

State: Georgia

Construction Type: Residential

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	08/21/2020

ELEC0613-012 09/02/2019

Clarke, Madison, Oconee and Oglethorpe Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 32.35	32%

ELEC1579-006 10/01/2018

Burke, Columbia, McDuffie, and Richmond Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 24.93	14.17

ENGI0474-008 07/01/2013

Burke, Columbia, and Richmond Counties

Rates Fringes

Operating Engineers:
 Backhoe, Compactor, and
 Loader.....\$ 22.72 12.30

* ENGI0926-010 07/01/2020

Clarke, Madison, McDuffie, Oconee, and Oglethorpe Counties

Rates Fringes

Operating Engineers:
 Backhoe, Compactor, and
 Loader.....\$ 22.85 12.68

PAIN0193-005 08/01/2017

Clarke, Madison, Oconee, and Oglethorpe Counties

Rates Fringes

PAINTER: Brush, Roller and
 Spray.....\$ 18.00 6.90

PAIN1756-003 04/01/2018

Burke, Columbia, McDuffie, and Richmond Counties

Rates Fringes

PAINTER: Brush, Roller and
 Spray.....\$ 21.92 10.61

SHEE0085-004 08/01/2011

Rates Fringes

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

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

SUGA2008-104 08/14/2008

Rates Fringes

BRICKLAYER.....\$ 13.83 0.00
 CARPENTER.....\$ 13.11 1.89
 CEMENT MASON/CONCRETE FINISHER...\$ 13.02 3.52
 LABORER: Common or General.....\$ 7.25 0.00
 LABORER: Mason Tender.....\$ 8.00 0.00
 OPERATOR: Bulldozer.....\$ 13.66 3.05

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

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

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

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

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

Countertop: Use softwood plywood 5/8" minimum.

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

INSULATION

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

ROOFING

Shingles: 12"x 36" with 5" exposure, 3 tab, 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 wood exterior door w/ peephole. 4 1/2" exterior hinges.

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 equal to "NSP" Commercial Grade with 1 3/4" backset.

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

VINYL WINDOWS AND SECURITY SCREENS

Windows will be double glazed and similar in appearance to existing and will meet or exceed those comparable to Ply Gen 1500. Color to match existing. Security Screens will be top hinged 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 Diversified Window and Door, Inc., P.O. Box 769, Cairo, Georgia, 39828, or approved equivalent. The cover shall be sized to provide a minimum of 4" clearance above and on all sides of the unit.

PLUMBING unless otherwise identified

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

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

PVC Pipe: Supported every 48".

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

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

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

ELECTRICAL

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

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

No 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' throughout. 5/8" Green board in bathrooms with HardieBacker Cement Board behind tub surround and/or under ceramic tile.

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 Rehabilitation of Unit at 3617 London Blvd, Barton Village, GA001000140, Augusta, GA 30906. 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 insuring that all work is within the acceptable limits of the local ordinances. If at such time it becomes necessary to obtain professional advice or certification the Authority shall seek out a qualified individual.

3. 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 or other trades and other contractors so as to facilitate the general progress of the work. Each trade shall afford all other trades and other contractors every reasonable opportunity to perform their work and for the storage of their materials.

13. MANNER OF PERFORMING WORK:

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

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

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

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

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

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

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

14. OVERTIME WORK:

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

15. MATERIAL STORAGE:

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

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

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

16. MEASUREMENTS AND DIMENSIONS:

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

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

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

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

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

18. **INSPECTIONS:**

The AHA or its duly authorized representative shall 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 own of charges for contract management purposes.

37. MINIMUM WAGE RATES

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