



Attention: Jen Welch
Gwinnett/Walton Habitat for Humanity
52 Gwinnett Drive
Lawrenceville, GA 30046

REQUEST FOR BID COVER SHEET

BID TITLE: CONSTRUCTION SERVICES – SIX HABITAT HOMES AT LAKE CARLTON ROAD, LOGANVILLE

ISSUE DATE: WEDNESDAY, OCTOBER 30, 2024

PRE-BID MEETING: **FRIDAY, NOVEMBER 15, 2024 – 2:00 PM EST**
**All bidders are encouraged to attend*

Gwinnett/Walton Habitat for Humanity
52 Gwinnett Drive, Suite B
Lawrenceville, GA 30046

QUESTION DEADLINE: WEDNESDAY, NOVEMBER 20, 2024, 5:00 PM EST
jwelch@habitatgwinnett.org

BID CLOSING DATE: MONDAY, DECEMBER 2, 2024, 12:00 PM EST

Gwinnett/Walton Habitat reserves the right to modify or alter the following procurement schedule as needed.

GOODS OR SERVICES TO BE DELIVERED TO OR PERFORMED AT: Six Addresses in the Lake Carlton Community
Loganville, Georgia 30052

SINGLE POINT OF CONTACT (SPC) Jen Welch
Deputy Executive Director

EMAIL ADDRESS: jwelch@habitatgwinnett.org

DOCUMENTS INCLUDED IN THIS PACKAGE: Request for BID

Gwinnett/Walton Habitat for Humanity promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

Gwinnett/Walton Habitat for Humanity reserves the right to cancel this BID at any time and for any reason prior to the award of a contract..

BIDDER CHECKLIST

Company Name: _____

Please indicate you have completed the following documentation; and submit them in the following order. This Page is to be submitted with your Proposal.

1. _____ Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume Gwinnett/Walton Habitat or evaluation committee will know what your company's capabilities are or what items/services you can provide. The BIDs are evaluated based solely on the information and materials provided in your response.
3. _____ Vendor's Checklist
4. _____ Contractor Affidavit and Agreement
5. _____ Federal HOME Certifications (Exhibit E)
6. _____ Bidder Information Form (Exhibit A)
7. _____ Bid Proposal Form (Exhibit C)
8. _____ Form of Agreement (Exhibit B)
9. _____ Bid Forms of...
 - ___ Bid Bond
 - ___ Performance Bond
 - ___ Payment Bond
10. _____ Bidder Qualifications
11. _____ Bidder References
12. _____ Create and Provide Form for Homeowner Décor Choices
13. _____ Review and read the BID document again to make sure that you have addressed all requirements.

Late BID responses are never accepted.

Gwinnett/Walton Habitat for Humanity Bid Solicitation

Publication Date: 10/30/24

Published in *Gwinnett Daily Post*

Gwinnett/Walton Habitat for Humanity is accepting separate sealed bids for **Construction Services to build Six Habitat Homes at Lake Carlton Road, Loganville**, Georgia, 30052. This project will be funded in part from the Gwinnett County HOME Investment Partnerships Program grant program, and therefore services provided must comply will all applicable federal government statutory and regulatory requirements. A Pre-Bid Conference is scheduled at 12p.m. on Friday, November 15th, 2024 at Gwinnett/Walton Habitat for Humanity, 52 Gwinnett Drive, Lawrenceville, GA, 30046. All potential bidders are encouraged to attend this conference.

The Project includes the following work:

Construction of six Habitat homes, between 1,200-1600 square feet located in Loganville, Georgia. Gwinnett/Walton Habitat for Humanity will have lot surveys and pins placed. Awarded contractor will pull building permit, clear land, be responsible for the entirety of home construction including inspections and connecting to all utilities and excluding exterior painting and landscaping of homes.

Timeline of Home Construction Awarded Contractor Must Follow:

- Two Habitat Homes to be completed between January 2025 - June 2025
 1. House #171, 4070 Lake Carlton Road (R5127-040, Lot 18E)
 2. House #172, 4076 Lake Carlton Road (R5127-041, Lot 19E)
- One Habitat Home to be completed between July 2025 and December 2025
 3. House #173, 3958 Lake Carlton Road (R5127-026, Lot 3E)
- Two Habitat Homes to be completed between January 2026 and June 2026
 4. House #180, 3962 Lake Carlton Road (R5127-027, Lot 4E)
 5. House #181, 3832 Lake Carlton Road SW (R5127-128, Lot 10)
- The final Habitat Home to be completed between July 2026-December 2026.
 6. House #182, 3832 Lake Carlton Road SW (R5127-129, Lot 11)

Budget

Construction Costs Per Home	\$150,000
Contractor Fee/Salary Per Home	\$22,500

Total Construction Costs for all six Habitat homes equals \$900,000; Total Contractor Fee/Salary for all six Habitat homes equals \$135,000. Total Bid Package budget equals \$1,035,000.

Lump Sum bids will be received at Gwinnett/Walton Habitat for Humanity, 52 Gwinnett Drive, Lawrenceville, GA 30046 until **12 p.m. on Monday, December 2nd, 2024**. The bids must be addressed to Gwinnett/Walton Habitat for Humanity and designated as **Bid for Construction Services – Six Habitat Homes at Lake Carlton Road, Loganville**. Any bid received after said time and date will not be accepted. Gwinnett/Walton Habitat for Humanity reserves the right to reject any and all bids, waive any technicalities or irregularities, and request any additional information or clarification deemed necessary for the evaluation of any bid.

The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Proposal Form, Form of Agreement, Drawings, Specifications, and bid forms of Bid Bond, Performance Bond, Payment Bond, Bidders Qualifications Forms, and other Contract Documents may be examined at the following location on Monday through Thursday between the hours of 9 A.M. to 4:30 P.M. or via emailed request:

Gwinnett/Walton Habitat for Humanity
52 Gwinnett Drive, Lawrenceville, GA 30046
770-931-8080

info@habitatgwinnett.org

No bid will be considered unless it is accompanied by satisfactory evidence that the Bidder holds Georgia State Contractor's License of proper classification and in full force and effect, in compliance with Act. O.C.G.A. 43-14.

Attention of bidders is particularly called to the requirements regarding conditions of employment and minimum wage rates to be paid on this project, and that the contractor and subcontractor must comply with all Federal, State, and local requirements. Minority and female owned firms are encouraged to participate in this federally funded project. Procurement will be in compliance with the Uniform Administrative Requirements, 2 CFR 200.318-326. Potential respondents are particularly called to the requirements of Title VI; Civil Rights Act of 1964 and 24 CFR 570.602; and Executive Order 11246 - Equal Employment Opportunity and Affirmative Action. 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 USC 1701u (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to greatest extent feasible, be directed to low-and very-low income persons, particularly persons who are recipients of HUD assistance for housing. For more information on Section 3, contact the Fair Housing Act and Equal Opportunity representatives of HUD at (404) 331-5001, Ext. 2473. Neither the United States nor any of the departments, agencies, or employees is or will be a party of any contract awarded pursuant to this invitation to bid.

In order to assure that Bidders receive all addenda and or clarifications to the bid documents in a timely manner, it is highly recommended that all bidders obtain at least one complete set of Bid Documents directly from Gwinnett/Walton Habitat for Humanity. Entities that do not obtain Bid Documents from this source will not receive addenda and or clarifications to the bid documents directly from the Gwinnett/Walton Habitat for Humanity. Bidders relying on plan rooms or other services to obtain the Bid Documents, rather than obtaining them directly from the source are doing so at their own risk.

SECTION I – GENERAL OVERVIEW

A. INTRODUCTION

Gwinnett/Walton Habitat for Humanity (“**Owner**” or the “**GWHFH**”) is issuing this Request for Proposal (“**RFP**”) to solicit bids (“**BIDS**”) from qualified firms (“**Respondents**”) who specialize in providing residential construction services for single family homes. Individuals/firms must provide all equipment, materials and labor to complete the scope of work. Details are listed herein.

Gwinnett/Walton Habitat for Humanity is providing a lump sum of \$1,035,000 for this contract.

The Project will be funded in part with HOME & CDBG funds. The Project is required to comply with all applicable statutes, rules and regulations, as well as those of Gwinnett Gwinnett/Walton Habitat for Humanity , including local permitting of the project. Additionally, the Project must comply with all HOME Funds and Davis-Bacon rules, regulations, specifications, and requirements.

B. CONTRACT AWARD

A contract will be awarded to the lowest, responsible and responsive bidder with whom an acceptable contract can be negotiated and agreed upon. It is within Gwinnett/Walton Habitat for Humanity’s sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this BID . Further, it is within the Gwinnett/Walton Habitat for Humanity’s sole and absolute discretion to determine the Contractor’s responsibility or responsiveness after a contract is entered into. Finally, it is within the Gwinnett/Walton Habitat for Humanity’s sole and absolute discretion to terminate this agreement, to not renew a Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive.

If, at any time, Gwinnett/Walton Habitat for Humanity determines it is in its best interest to discontinue use of these services Gwinnett/Walton Habitat for Humanity reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

C. BONDS

Gwinnett/Walton Habitat for Humanity only accepts payment and performance bonds from sureties listed on the US Treasury list of approved sureties.

- **Bid Bond:** All bids shall be accompanied by a Bid Bond in favor of the Gwinnett/Walton Habitat for Humanity Board of Commissioners in the amount of at least five percent (5%) of the bid for the complete work. This bond will not be accepted after the deadline for the bid response. In lieu of Bid Bond, vendor may submit a cashier’s check, payable to Gwinnett/Walton Habitat for Humanity Board of Commissioners. Bid bonds will be returned within a reasonable time after the bid is officially awarded.
- **Performance Bond:** A performance bond equal to 100% of the total amount of the contract price will be required of the successful bidder as security for the faithful performance and execution of all contractors’ obligations under the contract documents.

SECTION II - BACKGROUND

The Gwinnett/Walton Habitat for Humanity is a non-profit organization whose mission is seeking to put God's love into action by bringing together to build homes, communities, and hope. Gwinnett/Walton Habitat for Humanity was founded in 1988 and has built 163 affordable homes in Gwinnett and 15 affordable homes in Walton County, Georgia. Habitat owns the homes outright and sells the homes to income eligible families at an interest free and profit free mortgage. Gwinnett/Walton Habitat for Humanity currently builds 8 homes per year and is seeking a Contractor to help increase the number of home builds per year.

SECTION III - SUBMITTING PROCEDURES

All BIDs must be in accordance with the purposes, conditions, and instructions provided in this Bid Package. Gwinnett/Walton Habitat for Humanity assumes no responsibility for BIDs received after the submission time, whether due to mail delays or any other reason. BIDs received after the submission time will be filed unopened and considered non-responsive. Unsigned BIDs will not be considered. Gwinnett/Walton Habitat for Humanity reserves the right to retain all BIDs submitted. It is the Respondent's responsibility to ensure that its BIDs are submitted in a timely and proper manner.

The Gwinnett/Walton Habitat for Humanity reserves the right to accept or reject any or all BIDs and to waive minor irregularities and technicalities. The judgment of the Gwinnett/Walton Habitat for Humanity on such matters shall be final.

Except, as otherwise provided by law, information submitted by a Respondent in the BID process shall be subject to disclosure after BID award in accordance with the Georgia Open Records Act. Proprietary information in a BID must be identified by a Respondent. Entire BIDs may not be deemed proprietary.

Negligence on the part of the proposer in preparing the BID confers no right for withdrawal or modification in any way after the deadline for the BID opening.

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SECTION IV - SELECTION CRITERIA

The BID will be evaluated based on the information presented in the BID. Award will be made to the lowest responsive and responsible bidder according to the criteria stated in the BID. The Gwinnett/Walton Habitat for Humanity may conduct such investigations or interviews, as it deems necessary to assist in the evaluation of any qualifications submitted and to establish to Gwinnett/Walton Habitat for Humanity's satisfaction the responsibility, qualifications, and financial ability of any Respondent. Respondents **shall not** assume that the Gwinnett/Walton Habitat for Humanity will elect to pursue any discussion or interviews.

A selection committee designated by Gwinnett/Walton Habitat for Humanity will evaluate each responsive BID, with the lowest responsive and responsible bidder will be presented to the Gwinnett/Walton Habitat for Humanity Board of Commissioners for authorization to negotiate an Agreement. The failure to timely reach an acceptable contract with the lowest responsive and responsible bidder will result in the termination of those negotiations and the commencement of negotiations for an acceptable contract with the next lowest responsive and responsible bidder, if necessary. Bids will be based on the evaluation criteria as follows:

Experience and Performance

- a. Review of past performance on Gwinnett/Walton Habitat for Humanity projects or other projects of similar nature and complexity as the proposed project;
- b. Evaluation of client references whether included in the response or not; and
- c. Evaluation of litigation history for the past five (5) years, including for each case:
 - i. Style of the case, parties to the litigation, court in which litigation was filed, and civil action number;
 - ii. Nature of claims;
 - iii. Whether the case is pending or resolved, and, if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict).

Staffing

- a. Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar scope and complexity to the proposed project.

Availability

- a. Evaluation of the workload of the Respondent and the staffing to be assigned to the proposed project;
- b. Evaluation of Respondent's ability to properly staff and complete the Project.
- c. Time schedule of the Respondent in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the Gwinnett/Walton Habitat for Humanity.

Other

- a. Other information as the Gwinnett/Walton Habitat for Humanity requests pertinent to completion of a successful Project.

It is anticipated that an Agreement for the described bid and will be entered into with the Respondent that, in the opinion of Gwinnett/Walton Habitat for Humanity, offers the most favorable qualifications. The evaluation by the Selection Committee will be based on the criteria listed above and the ability of the Respondent to successfully carry out the Agreement. BID s shall be prepared per the following Sections, as well as a one-page letter of transmittal signed by an owner, officer, or authorized agent of the Respondent acknowledging and accepting the terms and conditions of this BID , an executed Conflict of Interest Statement and non- collusion affidavit.

The Gwinnett/Walton Habitat for Humanity reserves the right to reject or accept any or all BID s and to waive technicalities, informalities and minor irregularities in the BID received. Failure to observe any of the instructions or conditions in this request for BID may constitute grounds for rejection of the BID. The Gwinnett/Walton Habitat for Humanity reserves the right to make an award as deemed in its best interest which may include awarding a BID to a single Respondent or multiple Respondents; or to award the whole BID , only part of the BID , or none of the BID to single or multiple Respondents, based on its sole discretion of its best interest.

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SECTION V - PROVIDE THE FOLLOWING QUALIFICATIONS AND INFORMATION:

- A. Provide Firm Overview with Specific Information as to Qualifications and Experience.
- 1) Provide an overview of the Firm, history, headquarters, geographical area of concentration, staffing, historical revenues for the past 5 years.
 - 2) Provide professional qualifications similar to this project. All consultants should provide a similar level of information particularly any specialized engineers or designers that may be on the team.
 - 3) Provide information of the Firm's experience on projects of similar type, size, function, and complexity. Describe no more than ten (10) in order of most relevant to least relevant, which demonstrate the Firm's capabilities to perform the project at hand. For each project, the following information should be provided:
 - i. Project name, location and dates during which services were performed.
 - ii. Project delivery method (e.g. construction manager at risk, design-build, or design-bid-build).
 - iii. Brief description of project and physical description (final construction cost, square footage, number of stories, site area).
 - iv. Services performed by your Firm. Identify the key personnel that participated in the project and state whether or not they are still with the Firm.
 - v. Owner's stated satisfaction in design and service of your Firm.
 - vi. Owner's current contact information.
 - vii. Provide construction budget and final construction cost for each project.
 - viii. Describe in detail the reasons for any cost increases that may have occurred (Change orders, unforeseen conditions, Owner directed scope increases, errors/omissions, etc.
- B. Statement of Suitability:
- 1) Provide any information that may serve to differentiate the Firm from other Firms in suitability for the project. Suitability may include, but is not limited to, the Firm's fit to the project and/or needs of the Gwinnett/Walton Habitat for Humanity , any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the Firm that may be particularly suitable for this project type.
 - 2) Describe non-discrimination policies and the Firm's record and methodologies of addressing public safety, social, environmental, historical preservation, accessibility for persons with disabilities and special needs, or other related concerns.
 - 3) Provide evidence of experience and proficiency with design of public buildings with regard to the areas

C. Staffing

- 1) Provide names, brief resumes, and qualifications of all team members to be assigned to this project.
- 2) Please identify the individual who, from project start to finish, will be the leader of your team and the principal point of contact between your Firm and the Gwinnett/Walton Habitat for Humanity or Gwinnett/Walton Habitat for Humanity 's agent. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the Firm. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection.
- 3) Provide detailed information on the three most recent relevant projects your firm has completed with proposed team members working together. Include the total value of the project, dates of the project, quantity of change orders or amendments to the contract and net total cost increase. Summarize the actual schedule performance relative to the initial project schedule. For each project, provide the name of Client's representative (with a current phone number) who is most familiar with your performance on the project. Summarize successes achieved and problems encountered with the project.
- 4) List the individuals who served in key roles on the projects. Please note whether these individuals are still employed with your firm. Identify and provide detailed information on projects in which all or any combination of members of the proposed team has worked together on.
- 5) Provide detailed information on the level of experience team members have incorporating environmentally friendly/sustainable designs and principles into past projects, if applicable.

D. Availability

- 1) Provide a statement of Respondent's capability to absorb the workload for this Project, including the availability of personnel, and commitment to providing services on a timely basis and within the milestone dates for the Project.
- 2) Provide a current list of other commitments by the Contractor and its key team members and estimated completion dates by project in this section of the BID. Indicate the current commitments of individual staff to be assigned to the project and involvement with other projects.

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SECTION VI - MISCELLANEOUS

Addenda

Each bid schedule shall include specific acknowledgment in the space provided of receipt of all addenda issued by the Gwinnett/Walton Habitat for Humanity. Failure to acknowledge may result in the bid being rejected as non-responsive.

Interpretations

No interpretation of the meaning of the drawings, specifications or other pre-BID documents will be made to any Respondent orally. Every request for such interpretation must be in writing, addressed to the Gwinnett/Walton Habitat for Humanity Purchasing Department. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. All addenda so issued shall become a part of the Contract Documents.

Site Examination

The Respondent shall examine the site and shall make such examinations on the ground as may be necessary to thoroughly familiarize itself with the nature and extent of the proposed construction and with all local conditions affecting the work. The Respondent shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Gwinnett/Walton Habitat for Humanity will not be responsible for Respondent's errors and misjudgment nor for failure to obtain any information on local conditions or general laws or regulations pertaining thereto. At the time of the opening of BID s each Respondent will also be presumed to have read and to be thoroughly familiar with the drawings, Contract Documents (including all addenda), and the construction specifications. The failure or omission of any Respondent to examine any form, instrument, or document shall in no way relieve any Respondent from any obligation in respect to his BID.

Laws and Regulations; Licensing

The Respondent's attention is directed to the fact that all applicable Federal and state laws, Gwinnett/Walton Habitat for Humanity and municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Project throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

The State of Georgia has requirements for the licensing of contractors engaged in specific types of construction, including general contracting, electrical, plumbing, and underground utility work [re: OCGA § 43-14]. Any contractor (or subcontractor of any tier) performing regulated work on this project shall furnish proof of valid and current registration to the Gwinnett/Walton Habitat for Humanity. Similarly, the State requirements concerning local business licenses shall be met.

Execution of BID

The Respondent, in signing its BID on the whole or any portion of the work, shall conform to the following requirements:

1. BIDs, which are not signed by individuals providing said BID shall have attached thereto a power of attorney evidencing authority to sign the BID in the name of the person for whom it is signed.
2. BIDs, which are signed for a partnership, shall be signed by all of the partners or by an attorney-in-fact. There should be attached to the BID a power of attorney executed by the partners evidencing authority to sign the BID.

Award of Project

The Respondent to whom the Project is awarded will be required to execute the Agreement and provide insurance certificates acceptable to the Gwinnett/Walton Habitat for Humanity within twenty-one (21) calendar days from the date when the notice of award is issued to the Respondent. In case of failure of the Respondent to execute the Agreement the Gwinnett/Walton Habitat for Humanity may consider the Respondent in default, in which case the bid security accompanying the BID shall become payable to the Gwinnett/Walton Habitat for Humanity.

Substitutions

Respondents offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their BID. The absence of such a substitution list shall indicate that the Respondent has taken no exception to the specifications contained therein.

Bid/Presentation Costs

The costs for development of the BID are the sole responsibility of the Respondent. Gwinnett/Walton Habitat for Humanity is not liable for any costs incurred by the respondent in preparation and/or presentation of BIDs in response to this BID or for travel and other costs related to this BID.

SECTION VI – SCOPE OF WORK

Project Overview

Construction of six Habitat homes, between 1,200-1600 square feet located in Loganville, Georgia. Gwinnett/Walton Habitat for Humanity will have lot surveys and pins placed. Awarded contractor will pull building permit, clear land, be responsible for the entirety of home construction including inspections and connecting to all utilities and excluding exterior painting and landscaping of homes.

Timeline, Location and Cost of Project

Awarded Contractor is responsible for building 6 Habitat Homes in the order and at the locations listed below:

Timeline of Home Construction Awarded Contractor Must Follow:

- Two Habitat Homes to be completed between January 2025 - June 2025
 1. House #171, 4070 Lake Carlton Road (R5127-040, Lot 18E)
 2. House #172, 4076 Lake Carlton Road (R5127-041, Lot 19E)

- One Habitat Home to be completed between July 2025 and December 2025
 3. House #173, 3958 Lake Carlton Road (R5127-026, Lot 3E)

- Two Habitat Homes to be completed between January 2026 and June 2026
 4. House #180, 3962 Lake Carlton Road (R5127-027, Lot 4E)
 5. House #181, 3832 Lake Carlton Road SW (R5127-128, Lot 10)

- The final Habitat Home to be completed between July 2026-December 2026.
 7. House #182, 3832 Lake Carlton Road SW (R5127-129, Lot 11)

Budget

Construction Costs Per Home	\$150,000
Contractor Fee/Salary Per Home	\$22,500

House Plans

Awarded Contractor must use provided Gwinnett/Walton Habitat for Humanity house plans based on family size and bedrooms needed. Exact plan per lot will be decided prior to build commencing. The below house plans are example of Habitat Homes.

- The Jackson House Plan
- The Clifton House Plan

All homes must include a **no-step entrance at front door with a net clear opening of 34 inches.**

Construction Specifications

Awarded Contractor must use the following materials:

- Concrete Hardi Board for Siding
- Vinyl Cornice (Soffit/Facia)
- HVAC System Must be Energy Star Certified
- WaterSense Plumbing Fixtures Must be Installed
- All Other Material to Code

Homeowner Choice Requirements

Awarded Contractor must provide a Homeowner Décor Selection Sheet that includes a minimum of five choices in the following categories:

- Cabinet Color Choice (cabinet in kitchen and bath to have same color)
- Kitchen/Bathroom Countertop Color
- LVP Flooring Color Choice (kitchen, living room, bath, and laundry)
- Carpet Bedroom Flooring (all bedrooms to have same color choice)
- Interior Paint Color Choice
- Exterior Color Choice – Siding
- Exterior Color Choice – Trim
- Exterior Color Choice – Shutters and Door

Additional Notes on Lots

Properties know as Lots 18 (House #171) and 19 (House #172) have both water meters and sewer taps provided.

Properties known as Lots 3 (House #173) and 4 (House #180) have no sewer taps nor known water meters. Please note that the existing 24-inch sanitary sewer main may be more than 20 feet deep and the water table may be significantly above it. Bidders must conduct all due diligence and include uncovering the sewer pipe and aiding Gwinnett Count DWR to tap the main as part of their proposal.

Additionally, Gwinnett/Walton Habitat for Humanity has not surveyed nor found any depth of the sanitary sewer main crossing Lot 10 RS described as 127- 128 (House #181). Gwinnett/Walton Habitat for Humanity will deed a sewer easement for Lot 11 (House #182) of the C. O. Edwards Property described as Gwinnett County Parcel RS 127-129 to access the sanitary sewer main. Our surveyor provided known county information and has found permanent property markers shown in the survey documents.

EXHIBITS

- Exhibit A: Bidder Information Form
- Exhibit B: Bid Agreement Form
- Exhibit C: Bid Proposal Form
- Exhibit D: Lake Carlton Road Home Plats
- Exhibit D-1: The Jackson Home Plan
- Exhibit D-1.2: The Jackson Home Plan Notes
- Exhibit D-2: The Clifton Home Plan
- Exhibit D-2.1: The Clifton Home Plan Notes
- Exhibit E: Federal HOME Certifications
- Exhibit F: HUD 4010 Ferdal Labor Standards Provision
- Exhibit G: Davis-Bacon Wage Determination

**EXHIBIT A
BIDDER INFORMATION FORM**

LEGAL COMPANY NAME:			
Physical Address:			
Mailing Address (if different):			
TYPE OF BUSINESS:			
	<i>Association, Corporation, Partnership, Limited Liability Company, etc.</i>		
STATE OF REGISTRATION:			
AUTHORIZED INDIVIDUAL			
Name:			
Title:			
Email Address:			
Phone Number:		Fax Number:	
PROJECT CONTACT PERSON			
Name:			
Title:			
Email Address:			
Phone number:		Cell Number:	
WEBSITE:			

Has your company ever been debarred from doing business with any federal, state or local agency?
 Yes ___ No ___ If Yes, please state the agency name, dates and reason for debarment.

EXHIBIT B
BID AGREEMENT FORM

We propose to furnish and deliver all the deliverables and services named in the attached RFP. The LUMP SUM price offered herein shall apply for the period stated in the RFP.

It is understood and agreed that this BID AGREEMENT FORM and BID constitutes an offer, which may be accepted in writing by Gwinnett/Walton Habitat for Humanity.

It is understood and agreed that we have read the Gwinnett/Walton Habitat for Humanity RFP and Scope of Work Documents and other specifications shown or referenced in the BID and that this statement is made in accordance with the provisions of such specifications. By our written signature on this BID, we guarantee and certify that all items included in this statement meet or exceed all such GWHFH specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications or other requirements of the BID, Contract Documents, and the Agreement. Gwinnett/Walton Habitat for Humanity reserves the right to reject any or all offers, waive technicalities, and informalities, and to make an award in the best interest of GWHFH.

It is understood and agreed that this statement of BID shall be valid and held open for a period of sixty (60) days from opening date.

BID SIGNATURE AND CERTIFICATION
(Respondent to sign and return)

The Bidder certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential PC has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential PC agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

Company Address: _____

Email Address: _____

**EXHIBIT C
 BID Schedule**

Gwinnett/Walton Habitat for Humanity

The Respondent has carefully examined and fully understands the Scope of Work, and other Documents hereto attached, and has satisfied itself as to the requirements of the Work, and hereby agrees that if its BID is accepted, it shall contract with Gwinnett/Walton Habitat for Humanity according to BID documents.

Vendor Name: _____

	TOTAL
Construction of 6 Habitat Homes at Lake Carlton Road, Loganville	\$

The Undersigned agrees to commence work within 10 days of the date of Notice issued by Gwinnett/Walton Habitat for Humanity and to commit adequate staff to substantially complete all Work within the proposed or negotiated schedule.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Date: _____

Company Name: _____

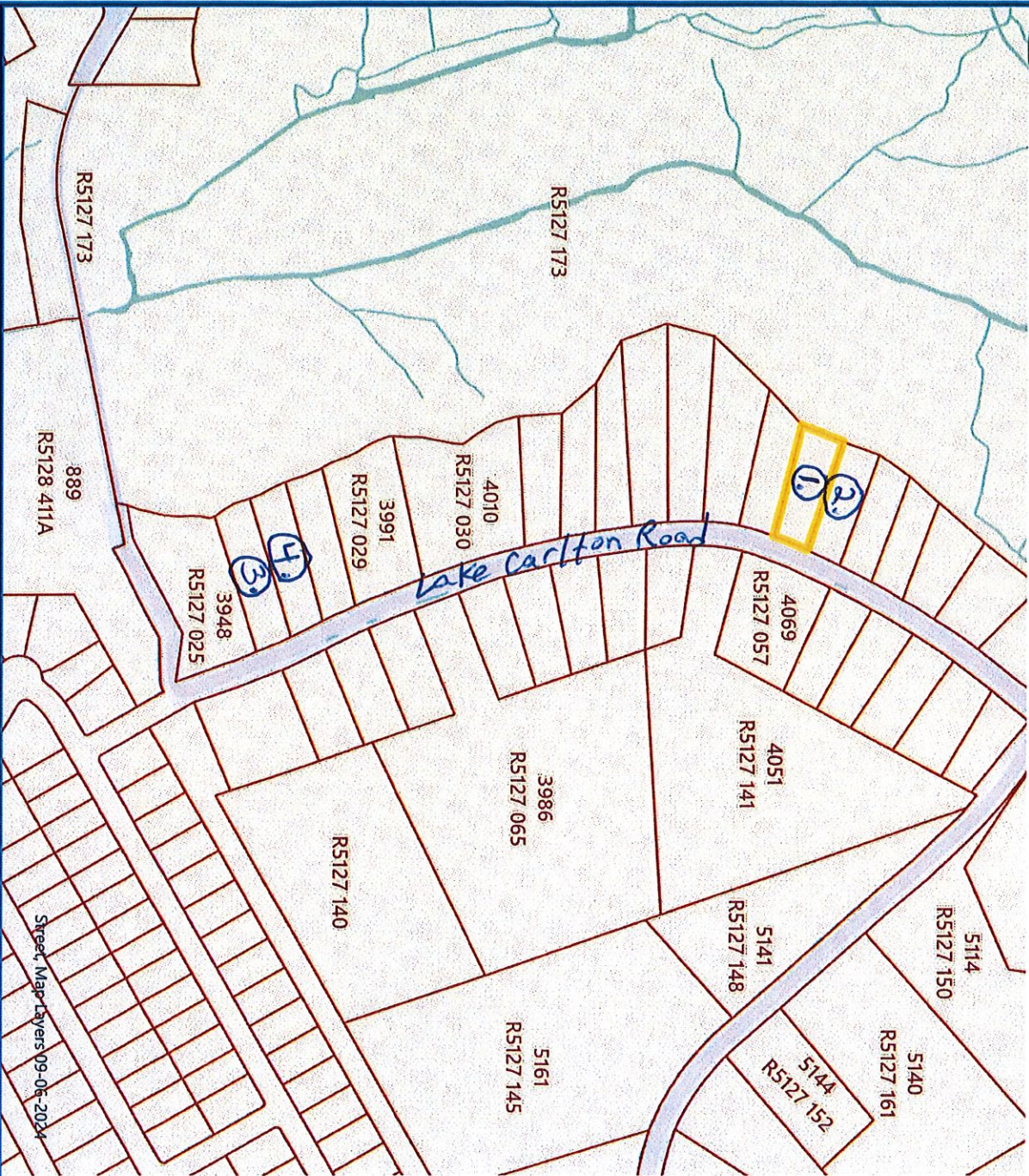
Authorized Representative Name: _____

Title: _____

Signature: _____



Gwinnett



8.5x11 Landscape



- Selection(s)
- County Boundary
- Property Parcels

- 1) 4070 Lake Carlton Rd.
R5127-040
lot 18 E (#171)
- 2) 4076 Lake Carlton Rd.
R5127-041
lot 19 E (#172)
- 3) 3958 Lake Carlton Rd.
R5127-026
lot 3 E (#173)
- 4) 3962 Lake Carlton Rd.
R5127-027
lot 4 E (#180)

10/21/2024



This map is a graphical representation of data obtained from the Gwinnett County GIS system. It is not intended for engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages, arising out of the use of or inability to use this map.

Exhibit D: Lake Carlton Road Home Plats

NOTE - SIDE SETBACK IS 10 WITH A TOTAL OF 25' FOR COMBINATION OF TWO YARDS

PROPOSED SANITARY SEWER EASEMENT
2496 SQ. FT. = 0.057 ACRES

APPROX. FLOOD LIMITS OF LAKE CARLTON
AS PER FIRM MAP # 13135C 0140F
EFFECTIVE DATE 9/26/2006

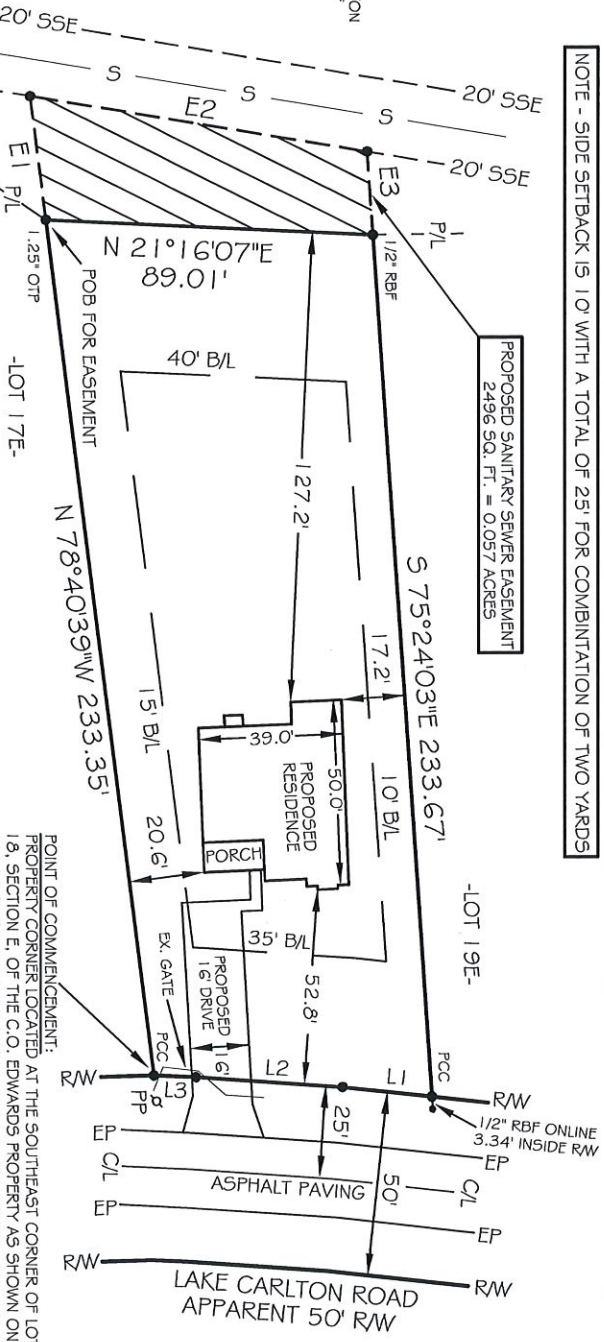
N/P
DOUGLAS R. BERSON
DB 50166 PG 715

SANITARY SEWER EASEMENT CALL CHART

Course	Bearing	Distance
E1	N 78°40'39" W	33.70'
E2	N 27°56'10" E	92.83'
E3	S 75°24'03" E	22.56'

R/W CALL CHART

Course	Bearing	Distance
L1	S 24°43'16" W	24.48'
L2	S 22°29'48" W	39.86'
L3	S 20°50'05" W	11.55'



POINT OF COMMENCEMENT:
PROPERTY CORNER LOCATED AT THE SOUTHEAST CORNER OF LOT 18, SECTION E, OF THE C. O. EDWARDS PROPERTY AS SHOWN ON A PLAT OF SURVEY PREPARED BY C.M. HIGGINBOTHAM, GA. RLS NO. 1085, SURVEYED APRIL 16-17, 1957 AND RECORDED IN PLAT BOOK G, PAGE 79 GWINNETT COUNTY RECORDS.

CERTIFICATION:
THIS SURVEY IS A RETRACEMENT OF AN EXISTING PARCEL OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENT(S), MAP(S), PLAT(S) OR OTHER INSTRUMENT(S) WHICH CREATED THE PARCEL(S) ARE STATED HEREON. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OCGA 15-6-67.

BY: *Daniel S. Griffin* 05/30/24
DANIEL S. GRIFFIN, REGISTERED GEORGIA LAND SURVEYOR NO. 2772



PARCEL R5127 040
SEE AFFIDAVIT RECORDED IN DB 60225 PG 598
ACREAGE = +/- 0.4 ACRES - SEE NOTE

EASEMENT EXHIBIT & HOUSE LOCATION PLAN FOR:
GWINNETT COUNTY HABITAT FOR HUMANITY, INC.
4070 3086 LAKE CARLTON ROAD
LOT 18 "E" OF THE C.O. EDWARDS SID

DS GRIFFIN, INC.
2048 MILL LANDING COURT
LAWRENCEVILLE, GEORGIA 30043
(770) 778-3293

Date:	05/30/2024	Land Lot:	127	District:	5TH
County:	GWINNETT	Scale:	1"=50'	Sheet No.:	
Drawn By:	D56	Checked By:	D56		
Job Number:	CARLTON	File Number:	1-		

A GTS 312 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11,739 FEET AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 66,131 FEET AND CONTAINS 0.43 ACRES.



REVISIONS:

NO.	DATE	DESCRIPTION
1	06/06/2024	ADDED POC AND POB

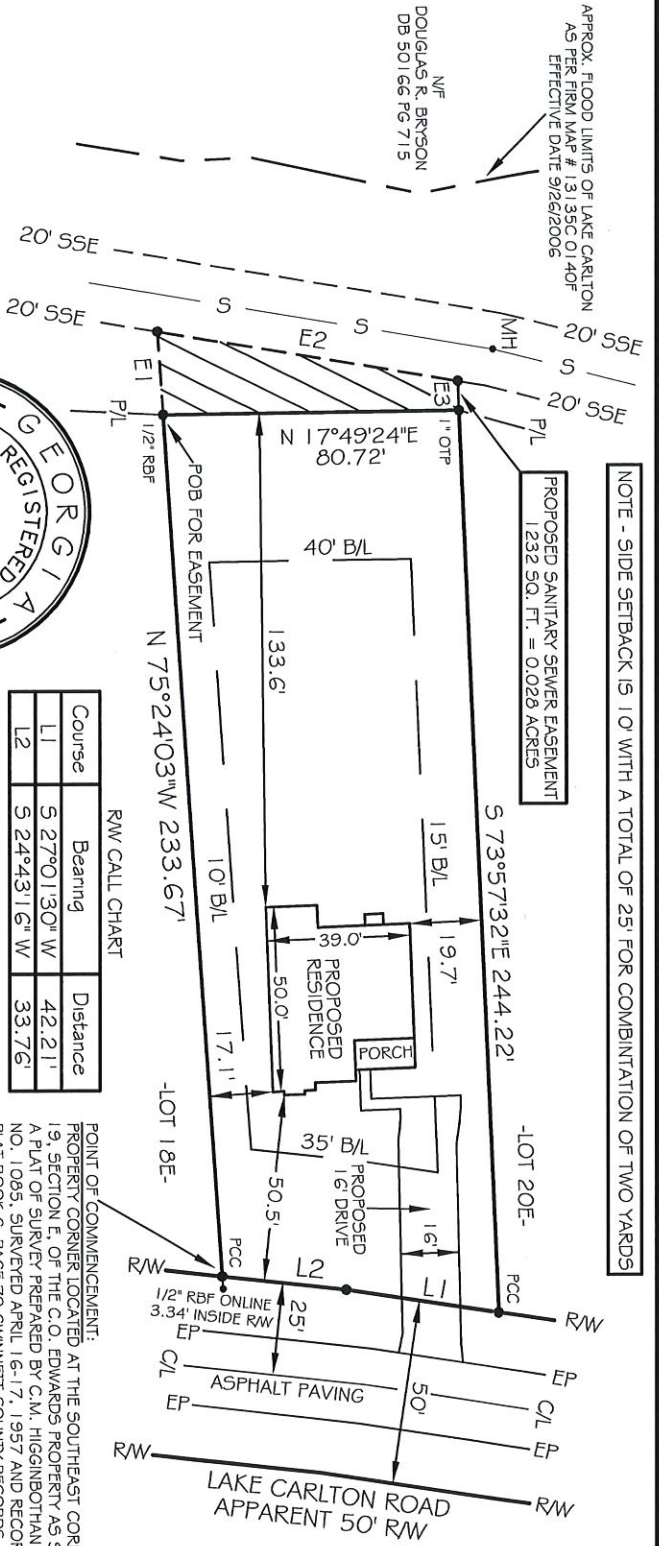
- LEGEND
- POB = EASEMENT POINT OF BEGINNING
 - PCC = PROPERTY CORNER COMPUTED
 - R/W = REAR W/ CAP
 - I/P = IRON PIN FOUND
 - O/P = OPEN TOP PIPE
 - R/P = REAR PIN FOUND
 - I/P5 = 1/2" REAR PIN SET
 - R/W = RIGHT OF WAY
 - L1 = LAND LOT
 - S/E = SANITARY SEWER ESMT
 - D/E = DRAINAGE EASEMENT
 - U/E = UTILITY EASEMENT
 - F = FIRE HYDRANT
 - B = BUILDING LINE
 - C = CENTER LINE
 - E/P = EASEMENT OF EASEMENT
 - BOC = BACK OF CURB
 - M/H = MAIN HOLE
 - M/B = MAIN BRUSH
 - J/B = JUNCTION BOX
 - D/I = DRAIN INLET
 - P/P = POWER POLE
 - F/H = FIRE HYDRANT
 - I/E = INVERT ELEVATION
 - F/E = FINISHED FLOOR ELEVATION
 - F/E = AERIAL ELECTRICAL LINE
 - S/L = STORM SEWER LINE/PIT
 - W/L = WATER LINE
 - N/P = NOW OR FORMERLY

Exhibit D: Lake Carlton Road Home Plats

APPROX. FLOOD LIMITS OF LAKE CARLTON
AS PER FIRM MAP # 131.35C.OI.40F
EFFECTIVE DATE 9/28/2006

NOTE - SIDE SETBACK IS 10' WITH A TOTAL OF 25' FOR COMBINATION OF TWO YARDS

PROPOSED SANITARY SEWER EASEMENT
1232 SQ. FT. = 0.028 ACRES



Course	Bearing	Distance
E1	N 75°24'03" W	22.56'
E2	N 27°56'10" E	83.04'
E3	S 73°57'32" E	7.95'

SANITARY SEWER EASEMENT CALL CHART



CERTIFICATION:
THIS SURVEY IS A RETRACEMENT OF AN EXISTING PARCEL OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL. THE RECORDING INFORMATION OF THE DOCUMENT(S), MAP(S), PLAT(S) OR OTHER INSTRUMENT(S) WHICH CREATED THE PARCEL(S) ARE STATED HEREON. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT OCGA 15-6-67.

BY: *D. S. Griffin* 05/30/24
DANIEL S. GRIFFIN, REGISTERED GEORGIA LAND SURVEYOR NO. 2772

A GTS 312 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11,739 FEET AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

NOTE:
1. THIS LOT IS ZONED R-100 AS PER THE GWINNETT COUNTY GIS MAP. THE LOT IS DRAWN WITH REFERENCE TO THE SAID GIS MAP AND THE PLAT RECORDED ON 6/10/1957 IN PG. 79 GWINNETT CO. RECORDS. THE SAID PLAT HAD NO METES AND BOUNDS ALONG THE PROPERTY LINES SO THE METES AND BOUNDS ON THIS DRAWING ARE BASED ON THE GIS MAP ALONG WITH PROPERTY PINS FOUND IN THE FIELD. THE PURPOSE OF THIS EXHIBIT WAS TO PROVIDE A HOUSE LOCATION PLAN AS WELL AS INFORMATION NECESSARY TO PREPARE AN EASEMENT NEEDED TO ALLOW THE PROPOSED RESIDENCE TO TIE INTO THE EXISTING SANITARY SEWER LINE JUST BEYOND THE REAR PROPERTY LINE.



GRAPHIC SCALE - FEET

- LEGEND**
- FOB = EASEMENT POINT OF BEGINNING
 - FCC = PROPERTY CORNER COMPUTED
 - RWCAP = REBAR W/ CAP
 - IPF = IRON PIN FOUND
 - OTF = OPEN TOP PIPE
 - RBF = REBAR PIN FOUND
 - IPF = 1/2" REBAR PIN SET
 - RW = RIGHT OF WAY
 - LL = LAND LOT LINE
 - LL = LAND LOT LINE
 - SSC = SANITARY SEWER ESMT
 - DC = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - PL = PROPERTY LINE
 - EP = CENTRUM
 - EP = EDGE OF PAVEMENT
 - BOC = BACK OF CURB
 - MH = MAN HOLE
 - CB = CATCH BASIN
 - JB = JUNCTION BOX
 - DI = DROP INLET
 - PP = POWER POLE
 - PH = FIRE HYDRANT
 - IE = INVERT ELEVATION
 - FTE = FINISHED FLOOR ELEVATION
 - FE = FINISHED ELECTRICAL LINE
 - ST = STORM SEWER LINE/PIPE
 - WL = WATER LINE
 - NW = NOW OR FORMERLY

REVISIONS:

I	DATE	DESCRIPTION
1	06/06/2024	ADDED FCC AND FOB

Date: 05/30/2024
County: GWINNETT
Drawn By: DSG
Job Number: CARLTON

Land Lot: 127
Scale: 1"=50'
Checked By: DSG
File Number: 1-

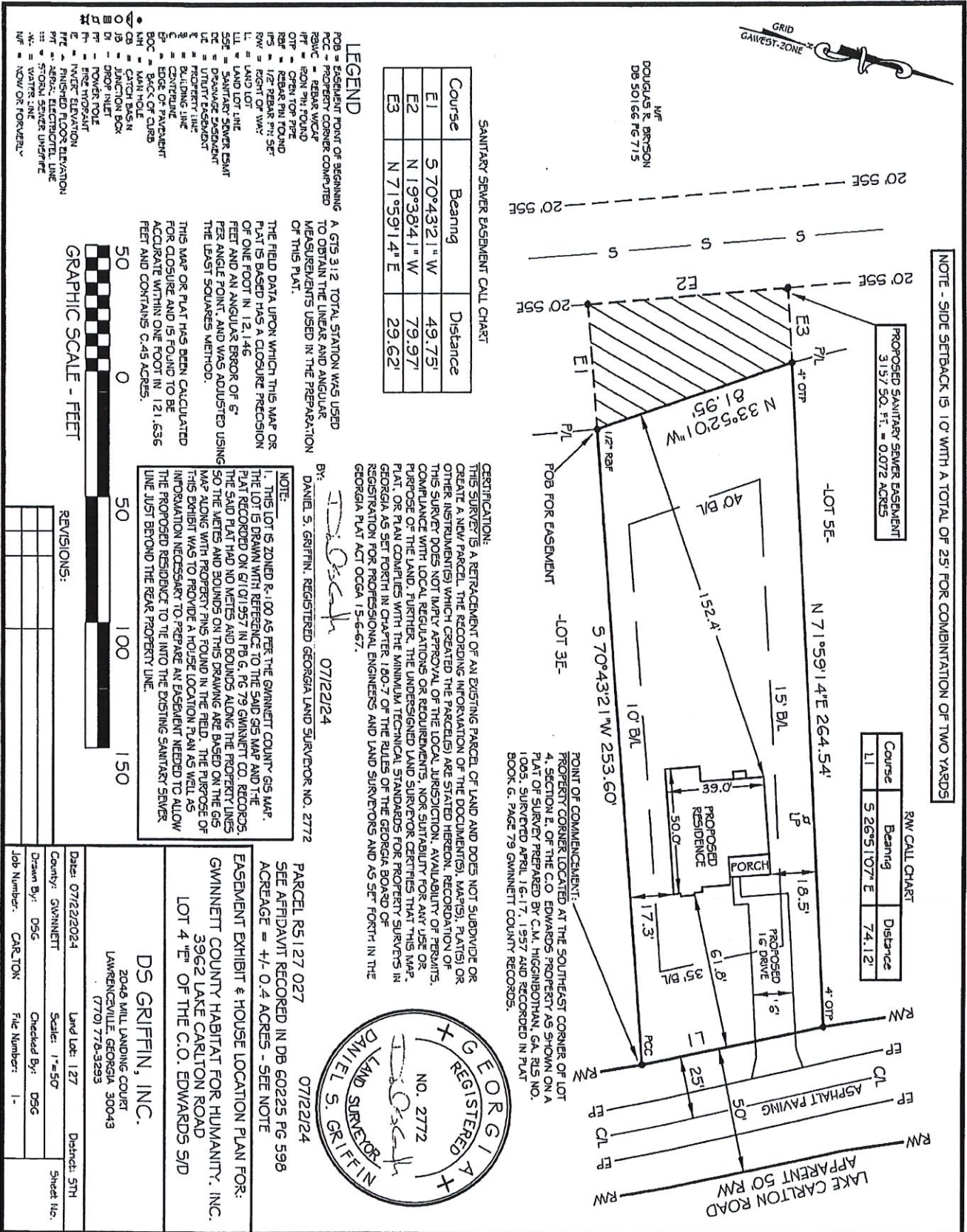
District: 5TH

PARCEL R5 127 041
SEE AFFIDAVIT RECORDED IN DB 60225 PG 598
ACREAGE = +/- 0.4 ACRES - SEE NOTE
EASEMENT EXHIBIT & HOUSE LOCATION PLAN FOR:
GWINNETT COUNTY HABITAT FOR HUMANITY, INC.
4076 LAKE CARLTON ROAD
LOT 19TH OF THE C.O. EDWARDS S/D

DS GRIFFIN, INC.
2048 MILL LANDING COURT
LAWRENCEVILLE, GEORGIA 30043
(770) 778-3293



Exhibit D: Lake Carlton Road Home Plats



Parcel R5127 027

NOTE - SIDE SETBACK IS 10' WITH A TOTAL OF 25' FOR COMBINATION OF TWO YARDS

RW CALL CHART

Course	Bearing	Distance
L1	S 26°51'07" E	74.12'

POINT OF COMMENCEMENT:
PROPERTY CORNER LOCATED AT THE SOUTHEAST CORNER OF LOT 4, SECTION E, OF THE C.O. EDWARDS PROPERTY AS SHOWN ON A PLAT OF SURVEY PREPARED BY C.M. HIGGINBOTHAM, GA. RES. NO. 1065, SURVEYED APRIL 16, 17, 1957 AND RECORDED IN PLAT BOOK 6, PAGE 79 GWINNETT COUNTY RECORDS.



PARCEL R5127 027
SEE AFFIDAVIT RECORDED IN DB 60225 PG 596
ACRAGE = +/- 0.4 ACRES - SEE NOTE

EASEMENT EXHIBIT & HOUSE LOCATION PLAN FOR:
GWINNETT COUNTY HABITAT FOR HUMANITY, INC.
3962 LAKE CARLTON ROAD
LOT 4 1/2" OF THE C.O. EDWARDS S/D

LEGEND

FOB = ESTABLISHED POINT OF BEGINNING
PCC = PROPERTY CORNER COMPUTED
RWC = REBAR W/CAF
RFT = REBAR FOR PIPE
RFS = 1/2" REBAR FOR SET
RWS = RIGHT OF WAY

A GIS 312 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 121,146 FEET AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 121,636 FEET AND CONTAINS 0.45 ACRES.

GRAPHIC SCALE - FEET



REVISIONS:

No.	Description	Date

Date: 07/22/2024
County: GWINNETT
Drawn By: DSG
Job Number: CARLTON

Land Lot: 127
Scale: 1"=50'
Checked By: DSG
File Number: 1-

District: 5TH
Sheet No.:

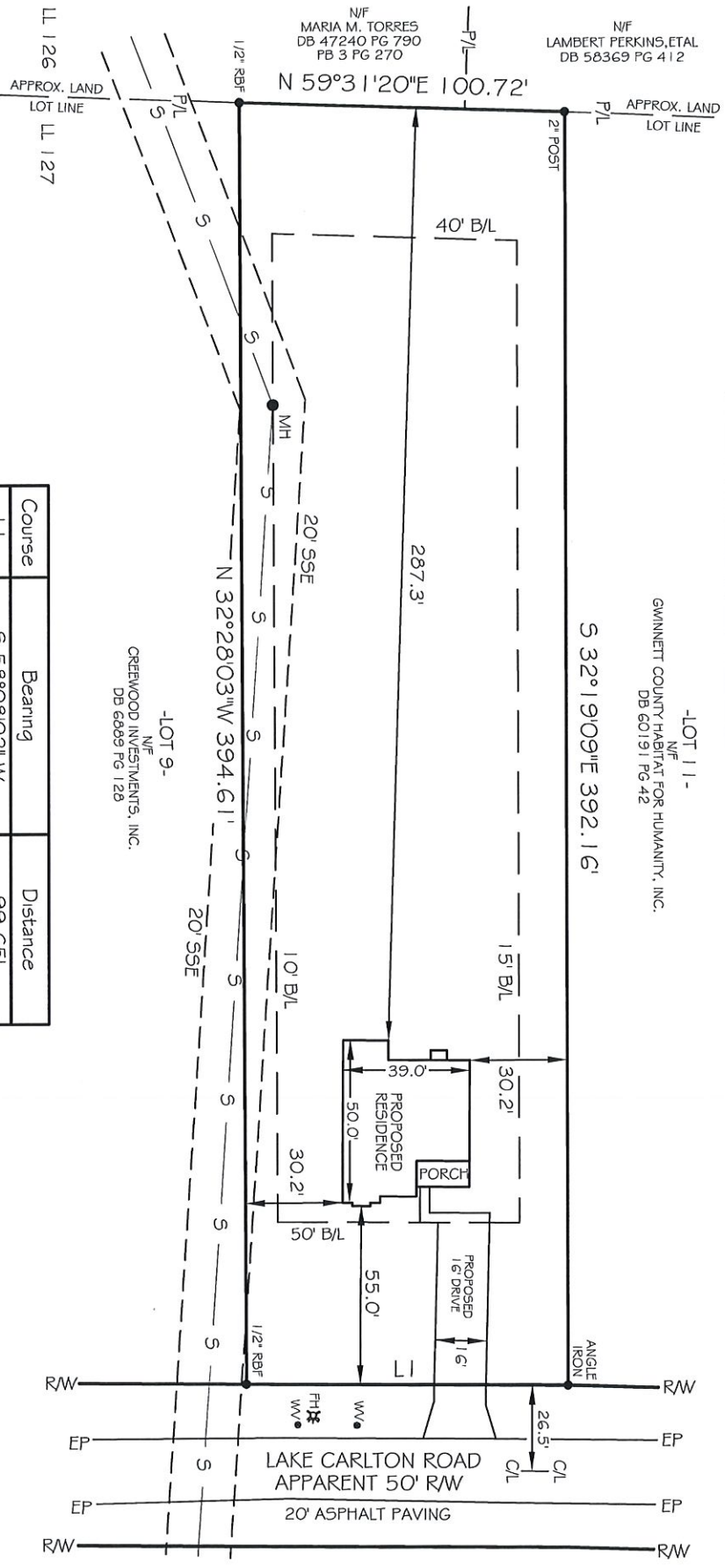
Exhibit D: Lake Carlton Road Home Plats

LL 126 | LL 127

NOTE - SIDE SETBACK IS 10' WITH A TOTAL OF 25' FOR COMBINATION OF TWO YARDS

N/F
LAMBERT PERKINS, ETAL
DB 58369 PG 412

N/F
MARIA M. TORRES
DB 47240 PG 790
PB 3 PG 270



-LOT 11 -
N/F
GWINNETT COUNTY HABITAT FOR HUMANITY, INC.
DB 60191 PG 42

-LOT 9 -
N/F
CREPWOOD INVESTMENTS, INC.
DB 6889 PG 128

Course	Bearing	Distance
L1	S 58°08'02" W	99.65'

NOTE:
1. THIS LOT IS ZONED R-1.00 AS PER THE GWINNETT COUNTY GIS MAP. THE LOT WAS DRAWN WITH REFERENCE TO THE LIMITED WARRANTY DEED DATED 9/6/22, RECORDED IN DB 60191, PG 42 GWINNETT CO. RECORDS. PLAT REFERENCES: PG 6, PG 61 RECORDED 3/27/57 AND PG 76, PG 20 RECORDED 12/15/97 GWINNETT CO. RECORDS. THIS PLAN IS NOT A SURVEY AND SHOULD NOT BE USED FOR TRANSFER OF TITLE.



REVISIONS:

No.	Description	Date

ACREAGE = +/- 0.9 ACRES

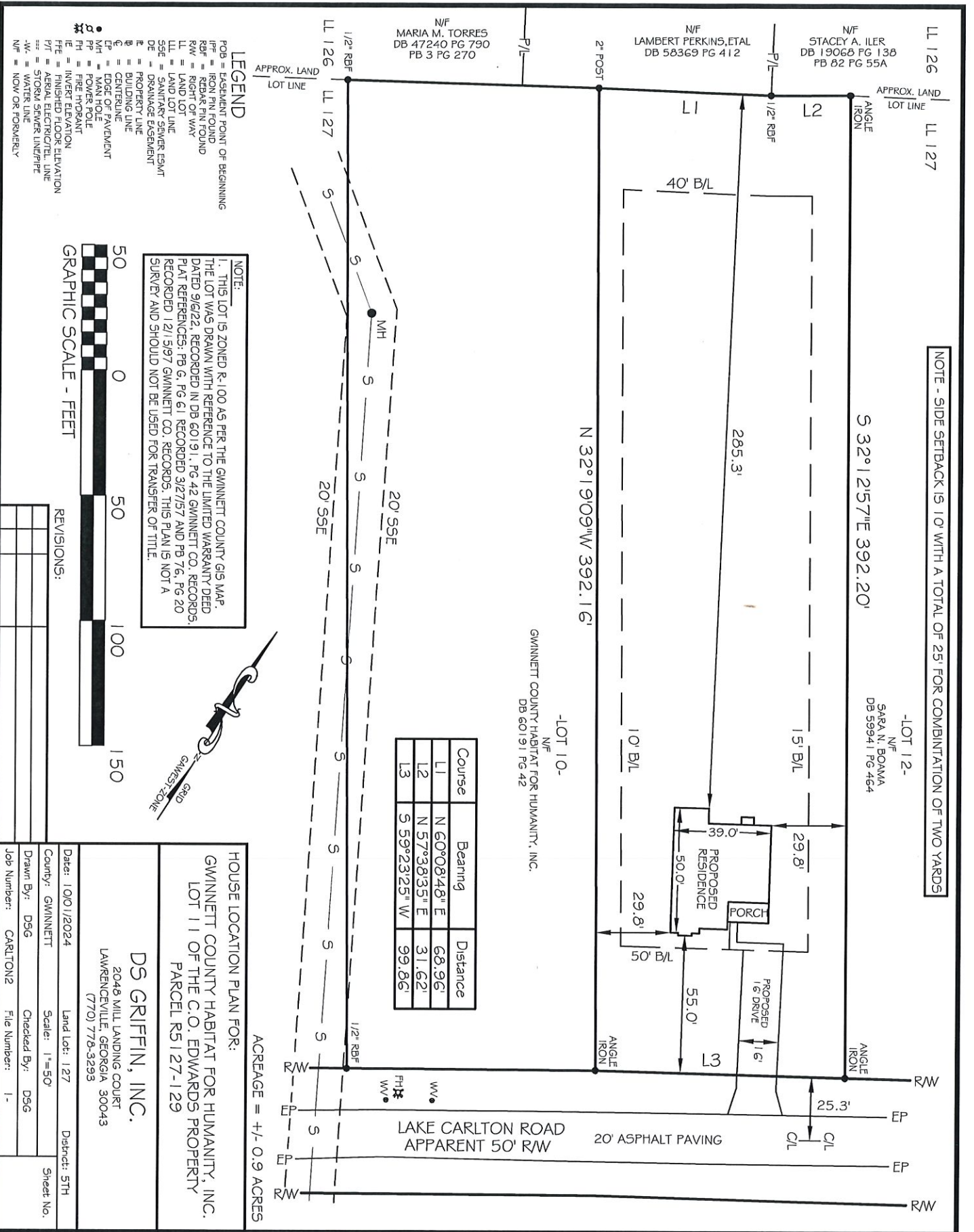
HOUSE LOCATION PLAN FOR:
GWINNETT COUNTY HABITAT FOR HUMANITY, INC.
LOT 10 OF THE C.O. EDWARDS PROPERTY
PARCEL R5127-128

DS GRIFFIN, INC.
2048 MILL LANDING COURT
LAWRENCEVILLE, GEORGIA 30043
(770) 778-3293

Date: 10/01/2024	Land Lot: 127	District: 5TH
County: GWINNETT	Scale: 1"=50'	Sheet No.
Drawn By: DSG	Checked By: DSG	
Job Number: CARLTON2	File Number: 1-	

- LEGEND**
- POB = EXISTENCE POINT OF BEGINNING
 - PCC = PROPERTY CORNER COMPUTED
 - REBWC = REBAR W/CAP
 - R/P = IRON PIN FOUND
 - OT/P = OPEN TOP PIPE
 - R/P = REBAR PIN FOUND
 - R/P5 = 1/2" REBAR PIN SET
 - R/W = RIGHT OF WAY
 - LL = LAND LOT
 - SSE = SANITARY SEWER ESMT
 - DE = DRAINAGE EASEMENT
 - UE = UTILITY EASEMENT
 - P/L = PROPERTY LINE
 - B/L = BUILDING LINE
 - C/L = CENTERLINE
 - EP = EDGE OF PAVEMENT
 - BOC = BACK OF CURB
 - MH = MAN HOLE
 - CB = CATCH BASIN
 - JB = JUNCTION BOX
 - DI = DROPP INLET
 - PP = POWER POLE
 - FH = FIRE HYDRANT
 - IE = INVERT ELEVATION
 - FEE = FINISHED FLOOR ELEVATION
 - P/T = AERIAL ELECTRICAL LINE
 - STW = STORM SEWER LINE/PIPE
 - W/L = WATER LINE
 - N/F = NOW OR FORMERLY

Exhibit D: Lake Carlton Road Home Plats



NOTE - SIDE SETBACK IS 10' WITH A TOTAL OF 25' FOR COMBINATION OF TWO YARDS

-LOT 12-
N/F
SARA N. BOAMA
DB 59941 PG 464

LL 126
N/F
STACEY A. ILLER
DB 19068 PG 138
PB 82 PG 55A

N/F
LAMBERT PERKINS, ETAL
DB 58369 PG 412

N/F
MARIA M. TORRES
DB 47240 PG 790
PB 3 PG 270

-LOT 10-
N/F
GINNETT COUNTY HABITAT FOR HUMANITY, INC.
DB 60191 PG 42

Course	Bearing	Distance
L1	N 60°08'48" E	68.96'
L2	N 57°38'35" E	31.62'
L3	S 59°23'25" W	99.86'

ACREAGE = +/- 0.9 ACRES

HOUSE LOCATION PLAN FOR:
GINNETT COUNTY HABITAT FOR HUMANITY, INC.
LOT 11 OF THE C.O. EDWARDS PROPERTY
PARCEL R5127-129

DS GRIFFIN, INC.

2048 MILL LANDING COURT
LAWRENCEVILLE, GEORGIA 30043
(770) 778-3293

Date: 10/01/2024
County: GWINNETT
Drawn By: DSG
Job Number: CARLTON2

Land Lot: 127
Scale: 1"=50'
Checked By: DSG
File Number: 1-

District: 5TH
Sheet No.

LEGEND

- POB = ESTABLISH POINT OF BEGINNING
- RF = IRON PIN FOUND
- RFB = REBAR PIN FOUND
- RW = RIGHT OF WAY
- LL = LAND LOT
- LLI = LAND LOT LINE
- SS = SANITARY SEWER ESMT
- DE = DRAINAGE EASEMENT
- PL = PROPERTY LINE
- B = BUILDING LINE
- C = CENTERLINE
- EP = EDGE OF PAVEMENT
- MH = MAN HOLE
- FP = FLOOR FINISH
- FE = FINISHED FLOOR ELEVATION
- FEI = FINISHED FLOOR ELEVATION
- SEI = SEWAL ELECTRICAL LINE
- WL = WATER LINE
- N/F = NON OR FORMERLY



NOTE:
1. THIS LOT IS ZONED R-100 AS PER THE GWINNETT COUNTY GIS MAP. THE LOT WAS DRAWN WITH REFERENCE TO THE LIMITED WARRANTY DEED DATED 9/6/22, RECORDED IN DB 60191, PG 42 GWINNETT CO. RECORDS. PLAT REFERENCES: PG 6, PG 61 RECORDED 3/27/17 AND PG 76, PG 20 RECORDED 12/15/17 GWINNETT CO. RECORDS. THIS PLAN IS NOT A SURVEY AND SHOULD NOT BE USED FOR TRANSFER OF TITLE.

GENERAL NOTES

ALL WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALING OF DRAWINGS
 - KICKOUT FLASHING TO BE INSTALLED AS NEEDED
 - EXTERIOR WALL FINISHER TO VERIFY KICKOUT
 - FLASHING IS INSTALLED PRIOR TO FINISHING
 - CARPENTER TO FLASH ALL EXTERIOR WINDOWS
 ‡ DOORS PERMIN. AND IRC CODE REQUIREMENTS

INSURE THESE PLANS ARE ACCURATE AND COMPLETE. THE OWNER/BUILDER MUST VERIFY ALL DIMENSIONS, CONSTRUCTION METHODS, SITE CONDITIONS AND SPECIFICATIONS. SIZES OF STRUCTURAL MEMBERS SUCH AS FOOTINGS, FOUNDATION SIZING, POSTS, BEAMS, JOISTS, RAFTERS, TRUSSES ETC. ARE FOR BIDDING AND REVIEW PURPOSES ONLY.

1. PLAN SET DOCUMENTS TO REMAIN ON JOB SITE AT ALL TIMES.
2. DEVIATIONS FROM PLANS MUST BE SENT TO OWNER/DESIGNER
3. DIRT PADS WILL BE FREE OF ALL FOREIGN MATERIALS
4. CONCRETE WASHOUTS WILL BE DONE ON SITE OF POURS.
5. SILT FENCES AND DRAINAGE SHALL BE MAINTAINED THROUGHOUT PROJECT.

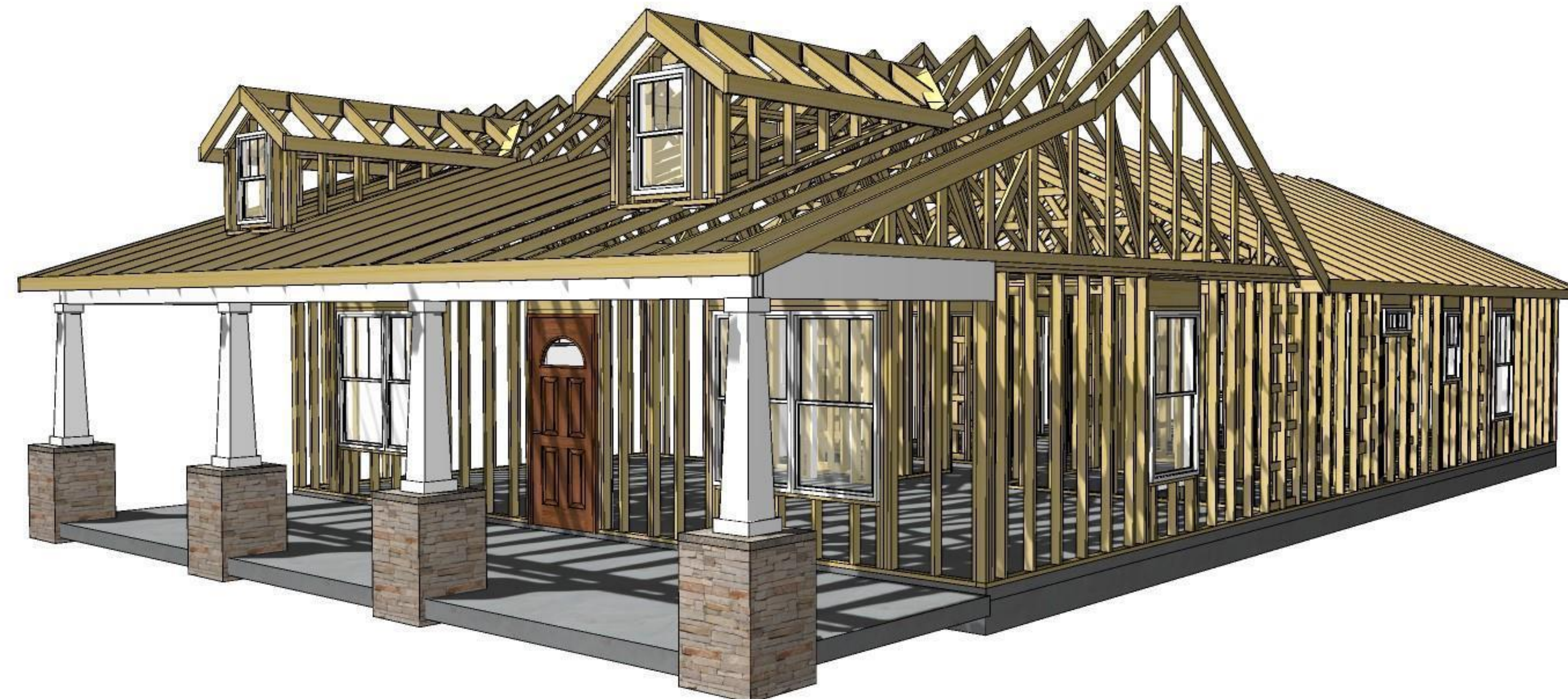
WINDOW SPECIFICATIONS:
 ALL WINDOWS SET AT 6'-10" A.F.F. @ 8' CLG. HGT. UNLESS NOTED OTHERWISE
 3060 = DOUBLEHUNG 3'-0"X6'-0"
 D= DBL. HUNG C= CASEMENT
 F= FIXED
 A= AWNING S= HOR. SLIDER

NOTE: BOTH WINDOW ‡ EXTERIOR DOOR SUPPLIERS SHOULD VERIFY ALL OPENINGS ON PLANS. SUPPLIER/INSTALLER SHOULD ALSO VERIFY ALL INTERIOR DOORS, PULL-DOWN STAIRS ETC. FOR CORRECT SWING AND COUNT. A PHYSICAL TAKE-OFF IS REQ.

NOTE: WHILE EVERY EFFORT HAS BEEN MADE TO INSURE THESE PLANS ARE ACCURATE AND COMPLETE. THE OWNER/BUILDER MUST VERIFY ALL DIMENSIONS, CONSTRUCTION METHODS, SITE CONDITIONS AND SPECIFICATIONS. SIZES OF STRUCTURAL MEMBERS SUCH AS FOOTINGS, FOUNDATION SIZING, POSTS, BEAMS, JOISTS, RAFTERS, TRUSSES ETC. ARE FOR BIDDING AND REVIEW PURPOSES ONLY.

Builder Responsibility
 1. It is the responsibility of the builder to assure that all work is in accordance with the latest edition of all applicable National, State, and Local Building Codes. It is the builders responsibility to ensure that all work is conducted in accordance with the latest edition of all applicable Construction Standards.
 2. To ensure that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated and conditioned as directed by the manufacturers. Builder shall follow all instruction to sustain and preserve all expressed or implied warranties and guarantees.
 3. Builder to assure that all materials, equipment and components are new and of good quality.
 4. Builder to check all dimension and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details. For example, if standard lumber joists are used in place of engineered floor joists, the floor-to-floor dimension would vary from the Plans and require revised stair dimension and framing.

NOTE: WHILE EVERY EFFORT HAS BEEN MADE TO INSURE THESE PLANS ARE ACCURATE AND COMPLETE. THE OWNER/BUILDER MUST VERIFY ALL DIMENSIONS, CONSTRUCTION METHODS, SITE CONDITIONS AND SPECIFICATIONS. SIZES OF STRUCTURAL MEMBERS SUCH AS FOOTINGS, FOUNDATION SIZING, POSTS, BEAMS, JOISTS, RAFTERS, TRUSSES ETC. ARE FOR BIDDING AND REVIEW PURPOSES ONLY.



AREA SCHEDULE		
NAME	AREA	COLOR
Covered Front Porch	274 sq ft.	
First Floor	1504 sq ft.	
STORAGE	42 sq ft.	

DRAWING SCHEDULE	
COVER	1
ELEV. 1-A	2
ELEV. 2-A	3
MAIN	4
ROOF	5
FND PLAN	6
DETAILS	7
WALL FRAMING	8
ELECTRICAL	9
SCHEDULES	10

HABITAT FOR HUMANITY PHONE: (404) 951-9694 FAX:
 WILLIS-WRIGHT PHONE: 706-876-8722 FAX: bobblingsdesign@gmail.com
 188 CADY LANE CLEVELAND, GA 30528
 SCALE: 1/2" = 1'-0" DRAWN BY: DATE: Thursday, January 25, 2024
 SECTION LETTER: A 11 PAGE NUMBERS: 1/10 COVER
 APPROVED: CHECKED BY:





SOUTH ELEVATION
SCALE: 1/2" = 1'-0"

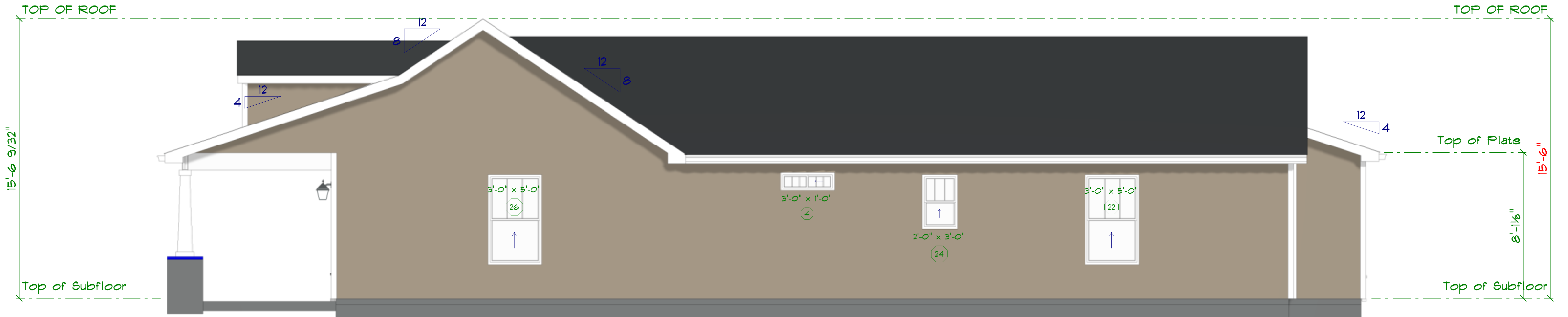


NORTH ELEVATION
SCALE: 1/2" = 1'-0"



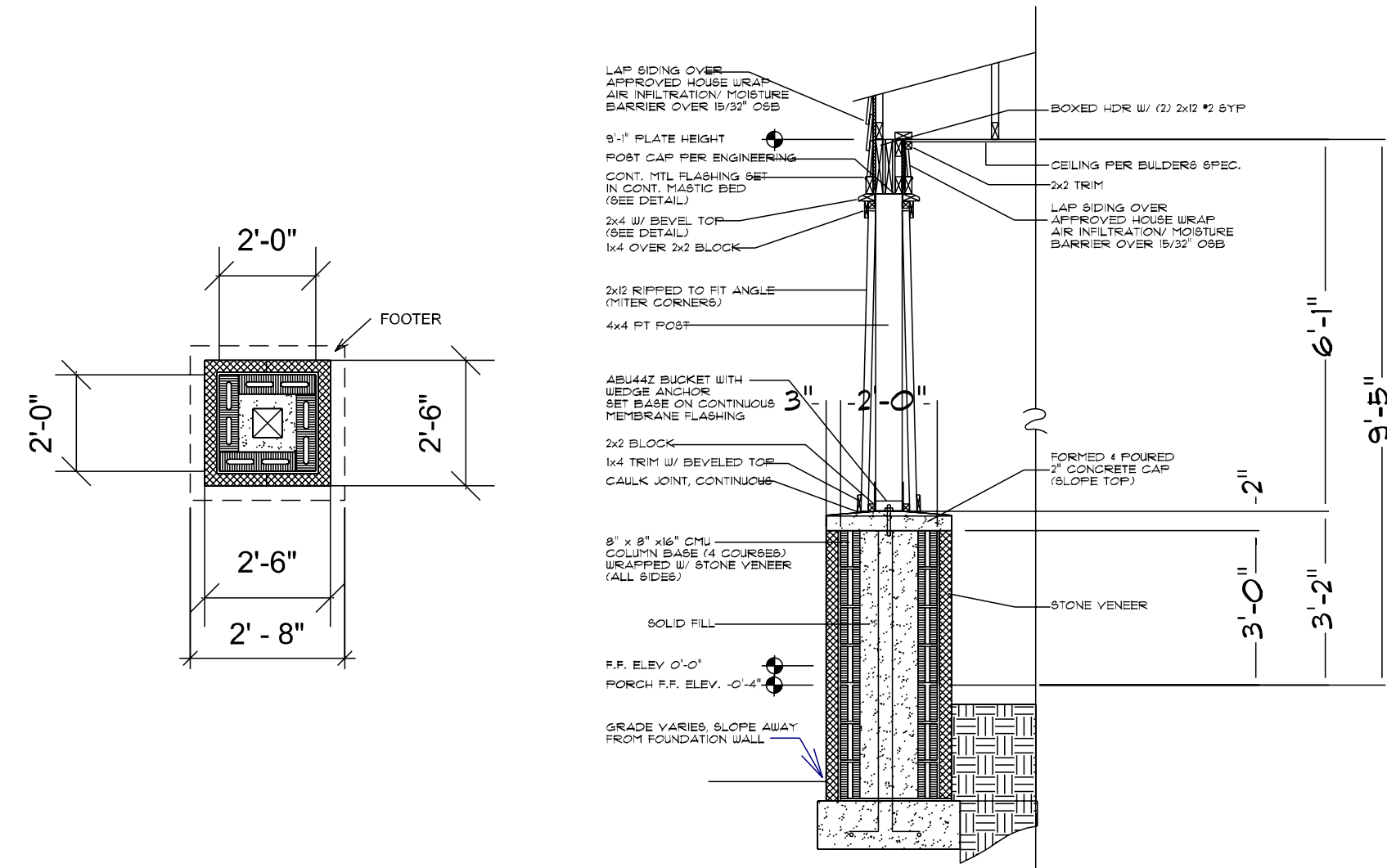


WEST ELEVATION
SCALE: 3/8" = 1'-0"

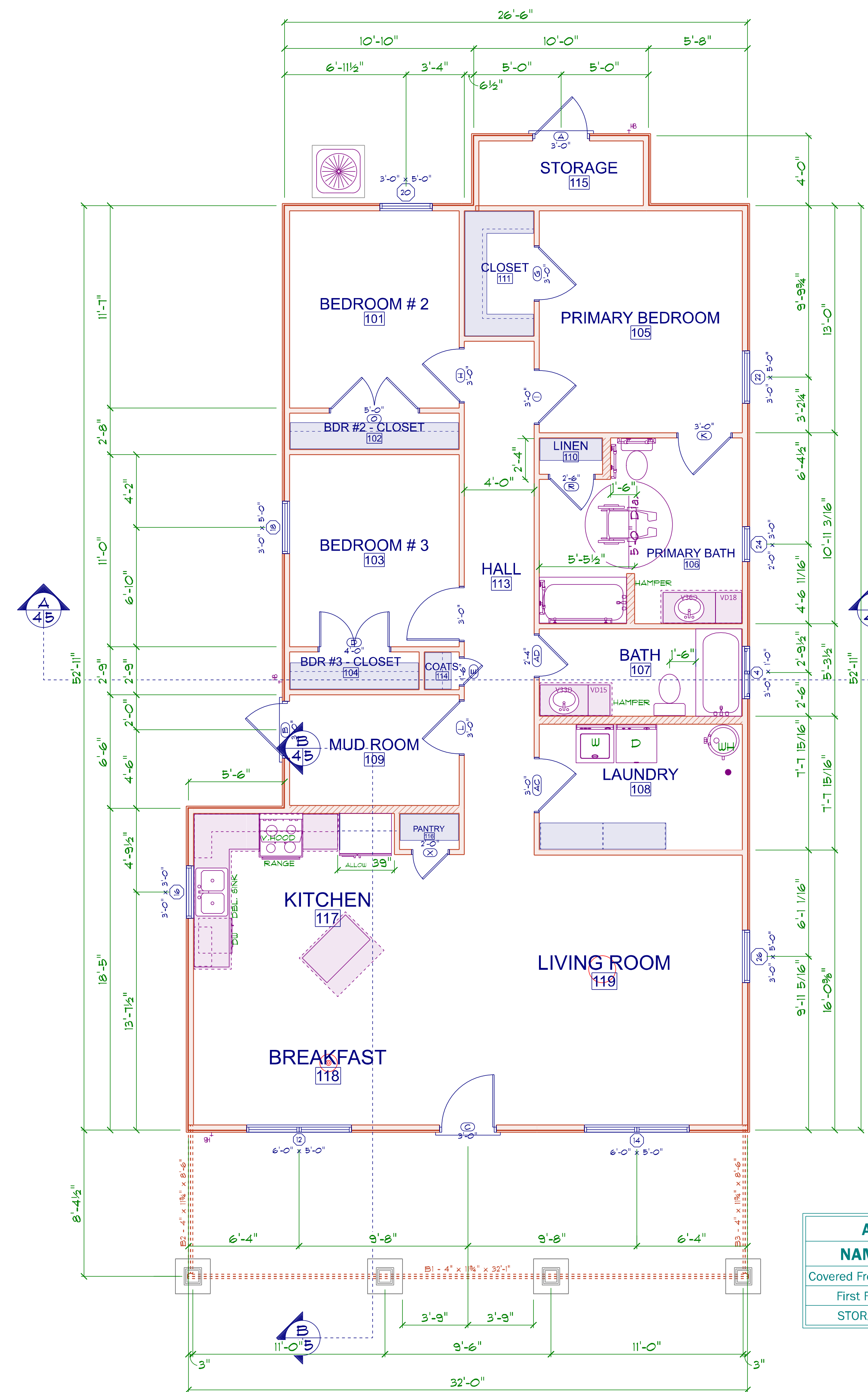


EAST ELEVATION
SCALE: 3/8" = 1'-0"



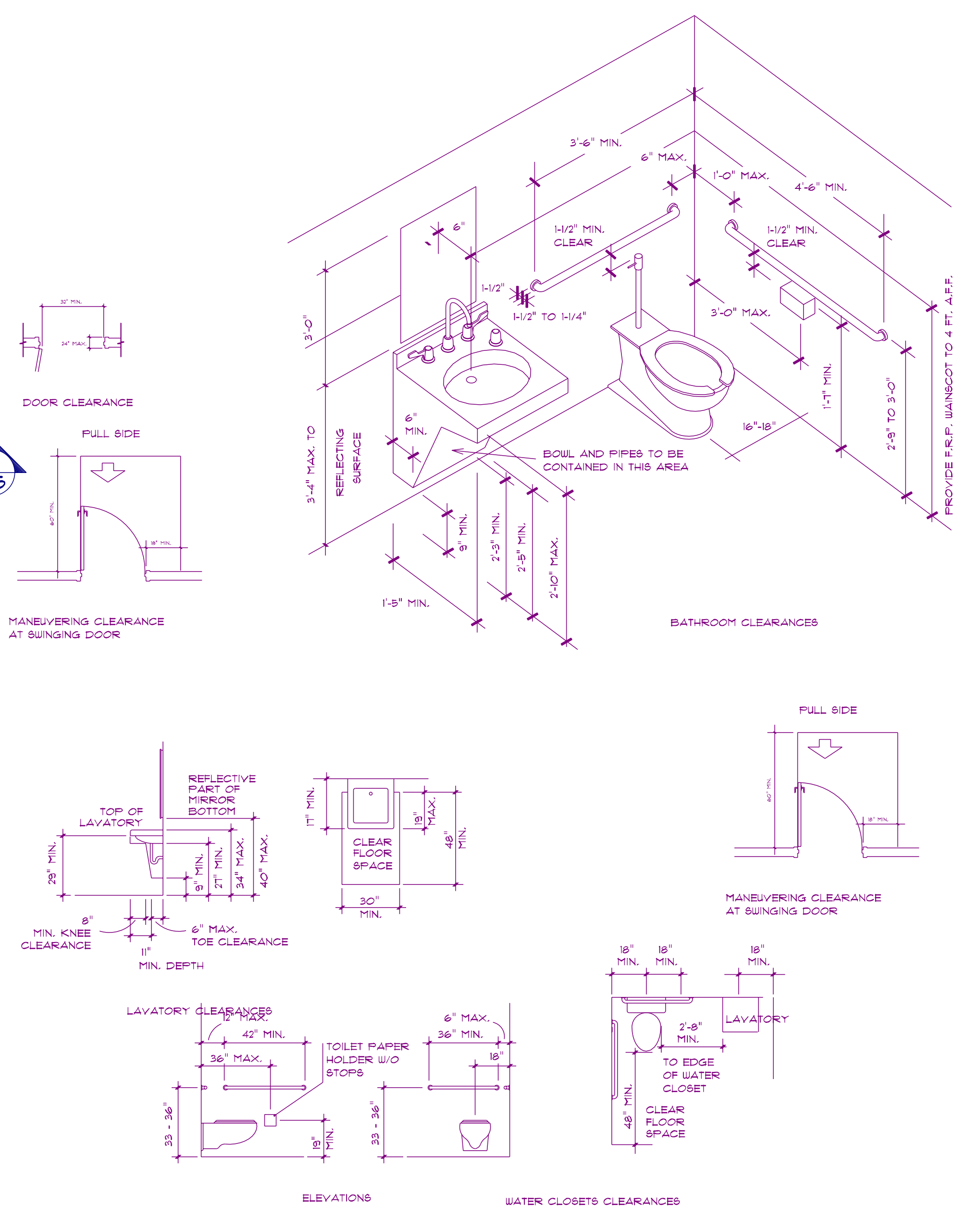


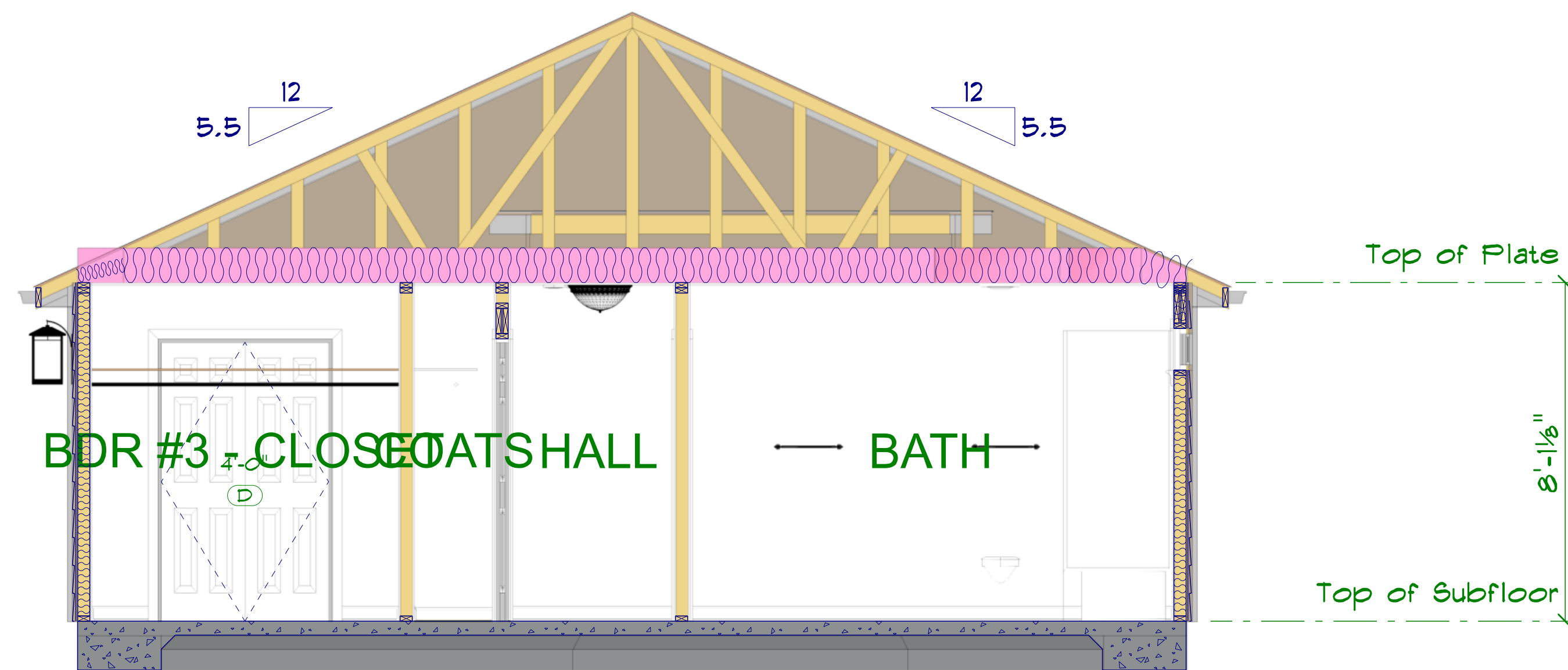
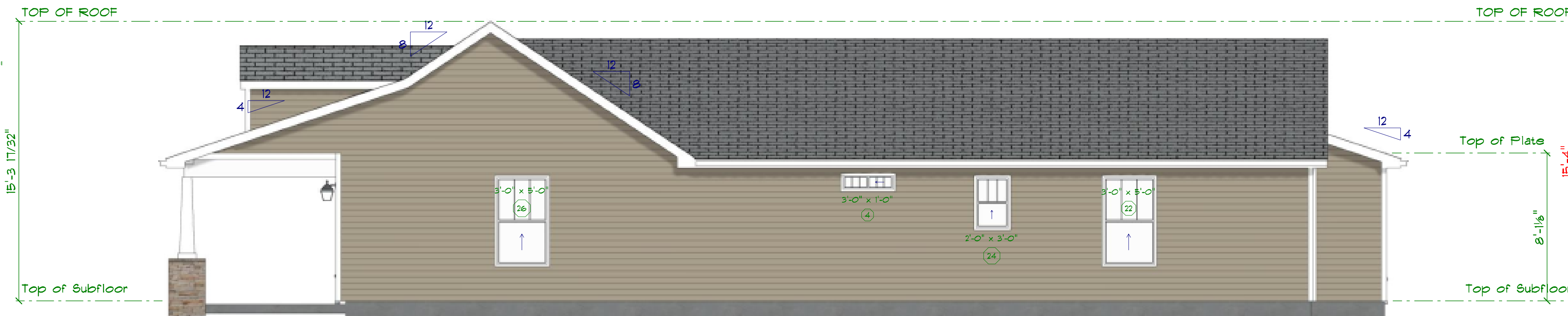
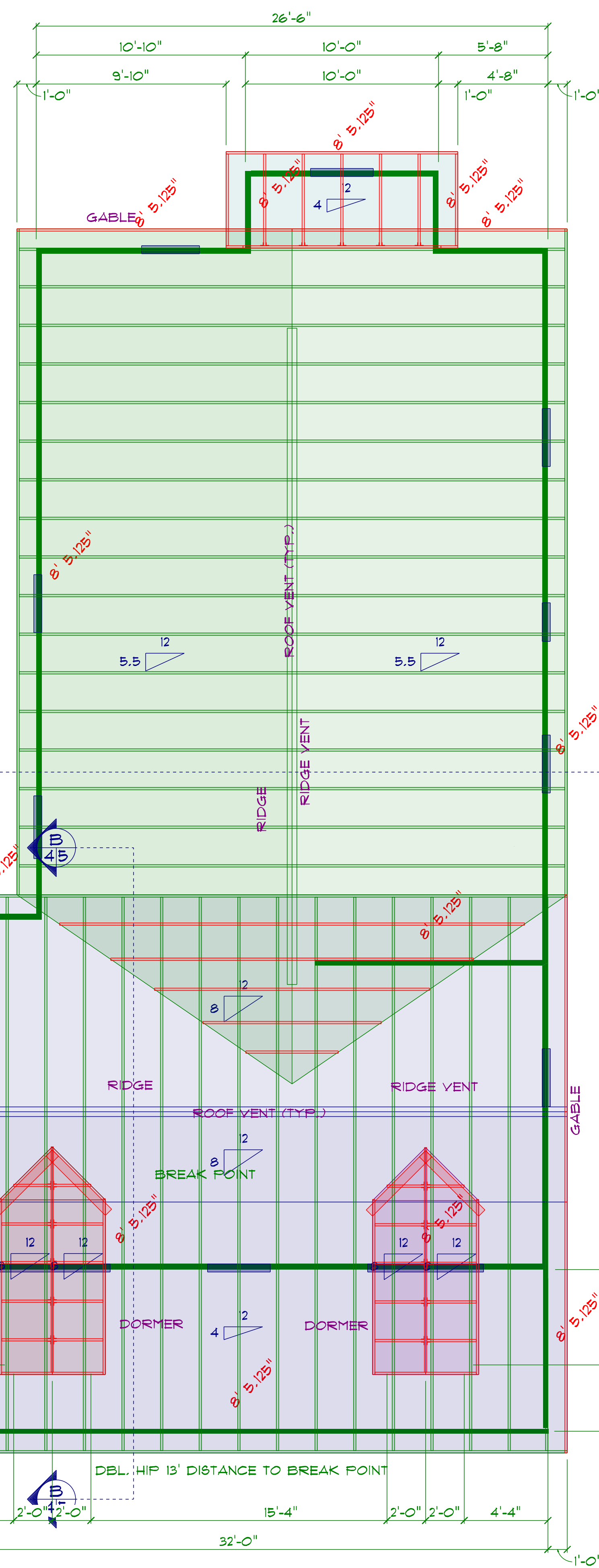
COLUMN
SCALE: NOT TO SCALE



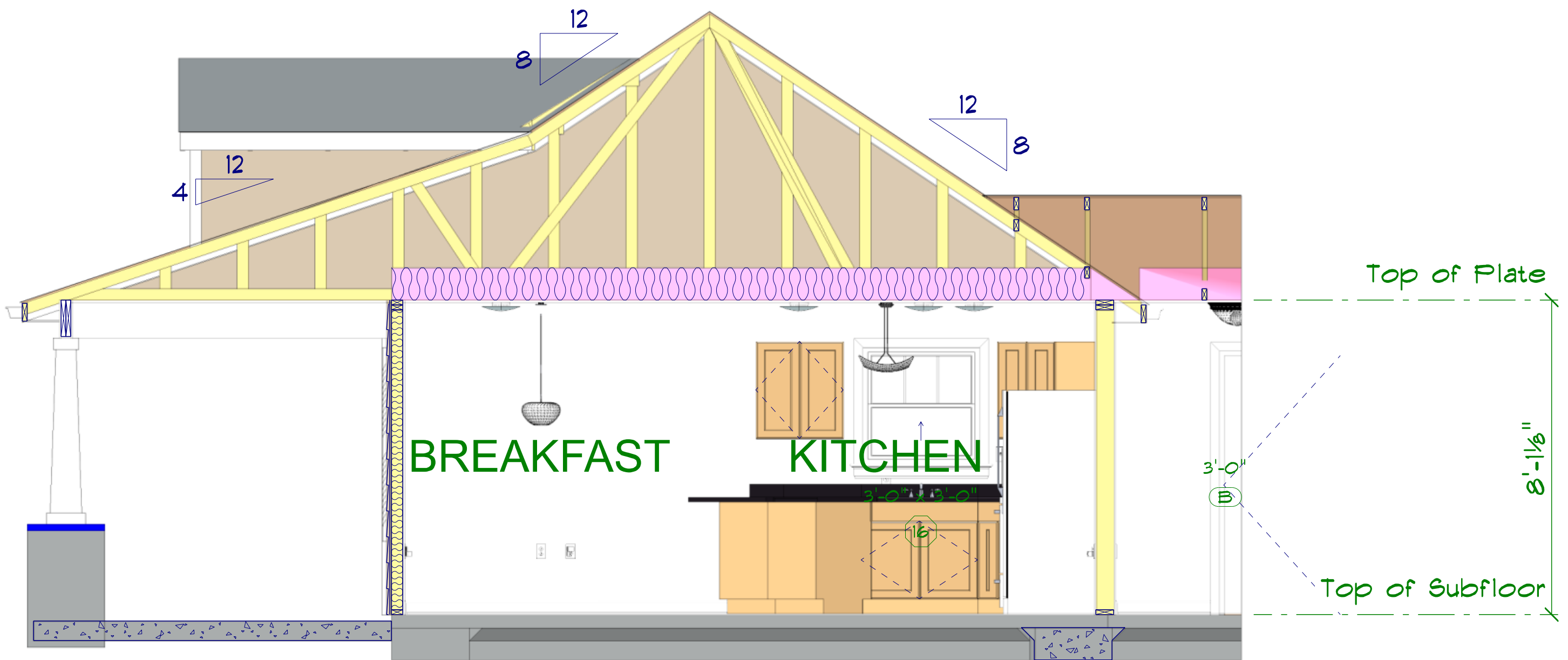
MAIN FLOOR
SCALE: 1/4" = 1'-0"

AREA SCHEDULE		
NAME	AREA	COLOR
Covered Front Porch	274 sq. ft.	[Blue]
First Floor	1504 sq. ft.	[Red]
STORAGE	42 sq. ft.	[Grey]





CROSS SECTION A
 SCALE: 3/8" = 1'-0"

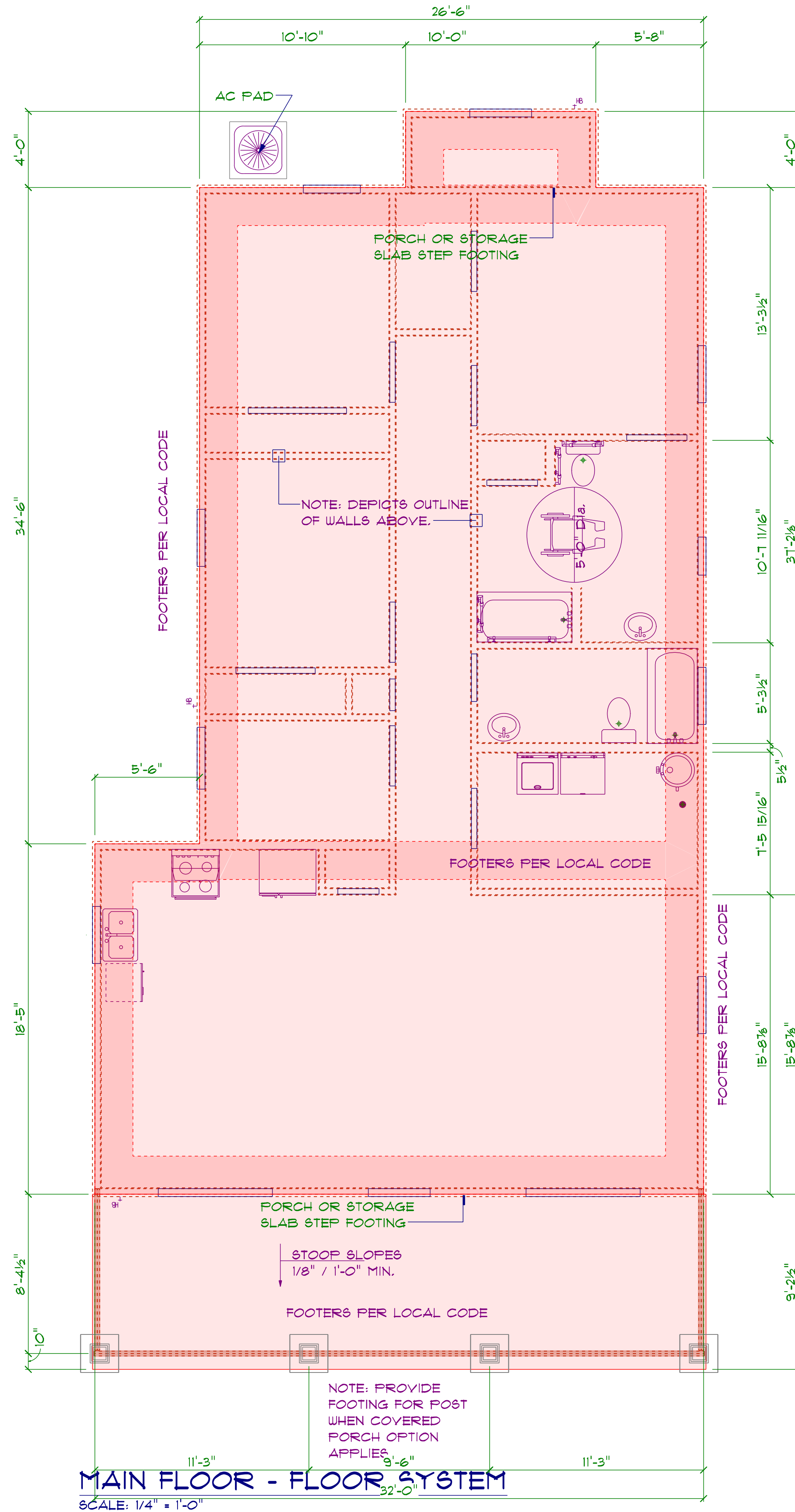


CROSS SECTION B
 SCALE: 3/8" = 1'-0"

NOTE: ALL ROOF OVERHANG DIMENSIONS ARE 12" UNLESS BRICK IS SHOWN IN ELEVATION. ALLOW 16" WHEN BRICK IS INDICATED.

NOTE: ALL OVER HANGS ARE 12" UNLESS OTHERWISE DENOTED.





FOUNDATION AND SITE WORK NOTES:

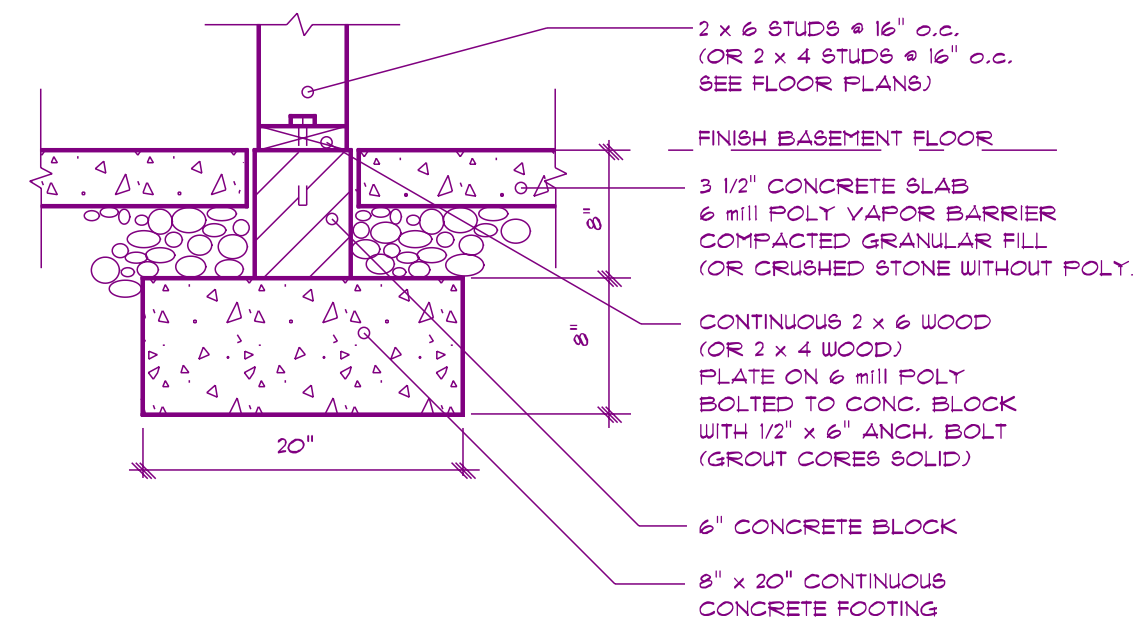
1. CHECK ELECTRICAL PLAN FOR ANY CONDUIT OR FLOOR RECEPTACLES.
2. TERMITES TREAT THE SOIL PRIOR TO POURING CONCRETE AND RETAIN CERTIFICATE FOR OWNER.
3. GRADE LOT TO DRAIN AWAY FROM THE FOUNDATION A MINIMUM OF 6 INCHES IN THE FIRST 10 FEET.
4. CARPORT AND FRONT PORCH BEAMS ARE NOT SHOWN FOR CLARITY PURPOSES.
5. CONTRACTOR SHALL EXCAVATE ALL FOOTINGS TO SOLID, COMPACTED, UNDISTURBED FILL MEETING 90% MODIFIED PROCTOR AS TESTED.
6. ALL WELDED WIRE FABRIC SHALL BE 6X6 10/10 WUF.
7. POLYETHYLENE VAPOR BARRIER SHALL BE 6 MIL THICKNESS.

NOTE: PLUMBER TO PROVIDE ONE HOSE BIB IN THE FRONT OF THE DWELLING AND ONE HOSE BIBB IN THE REAR OF THE DWELLING LOCATION PER CONTRACTOR/SUPERVISOR.

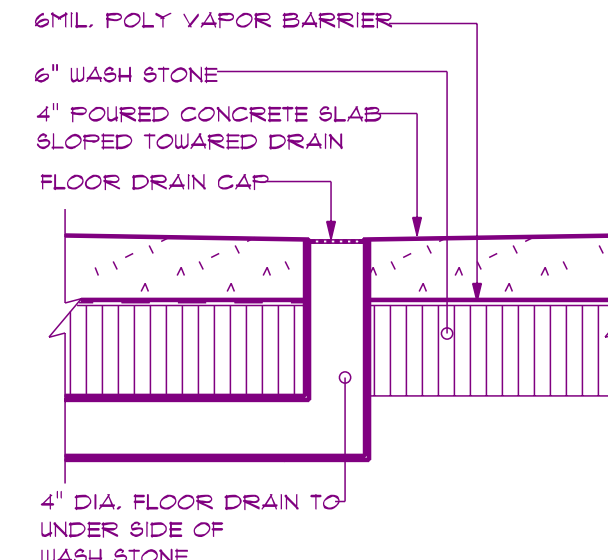
PLUMBING CONTRACTOR PROVIDE WATER LINES AND DRAINS TO WASHER

NOTE: PLUMBING CONTRACTOR TO VERIFY ALL PLBG. FIXTURES AND THEIR LOCATIONS IN THE SLAB WITH THE BUILDER.

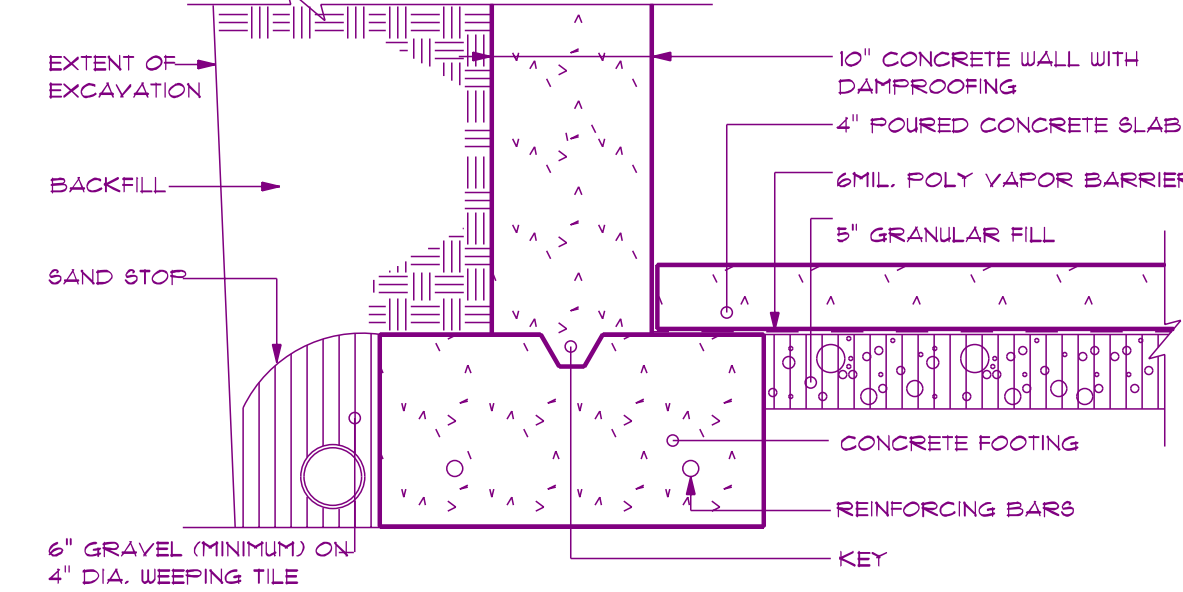




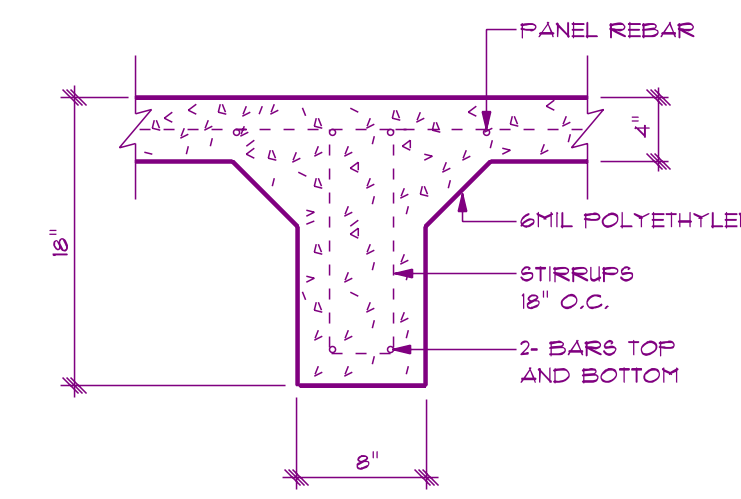
TYPICAL INTERIOR BEARING WALL FOOTING



FLOOR DRAIN

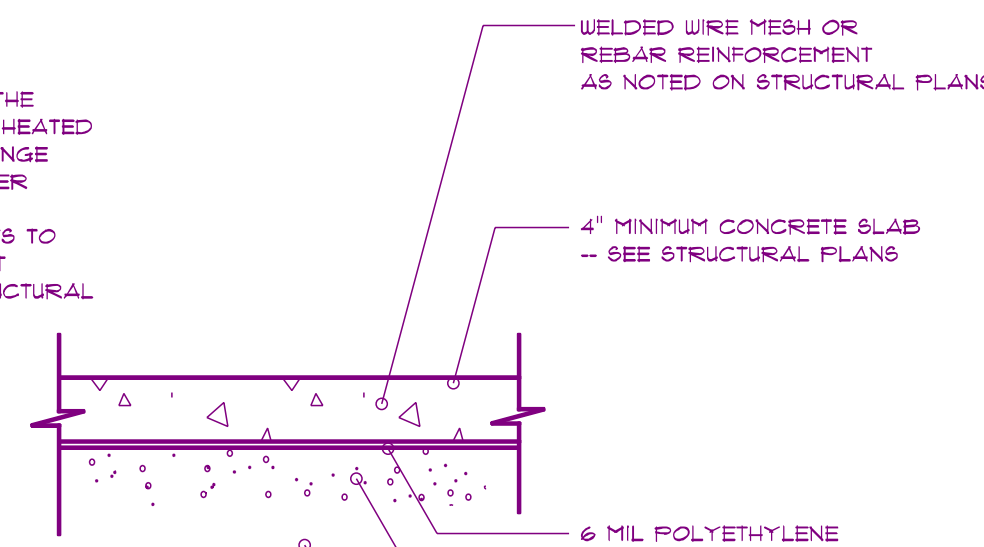


FOOTING WITH SLAB

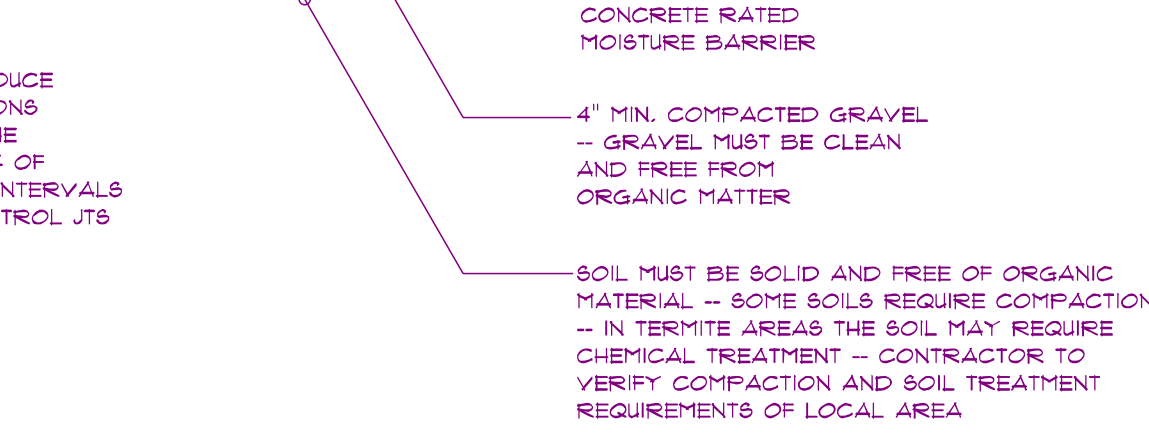


INTERIOR BEAM

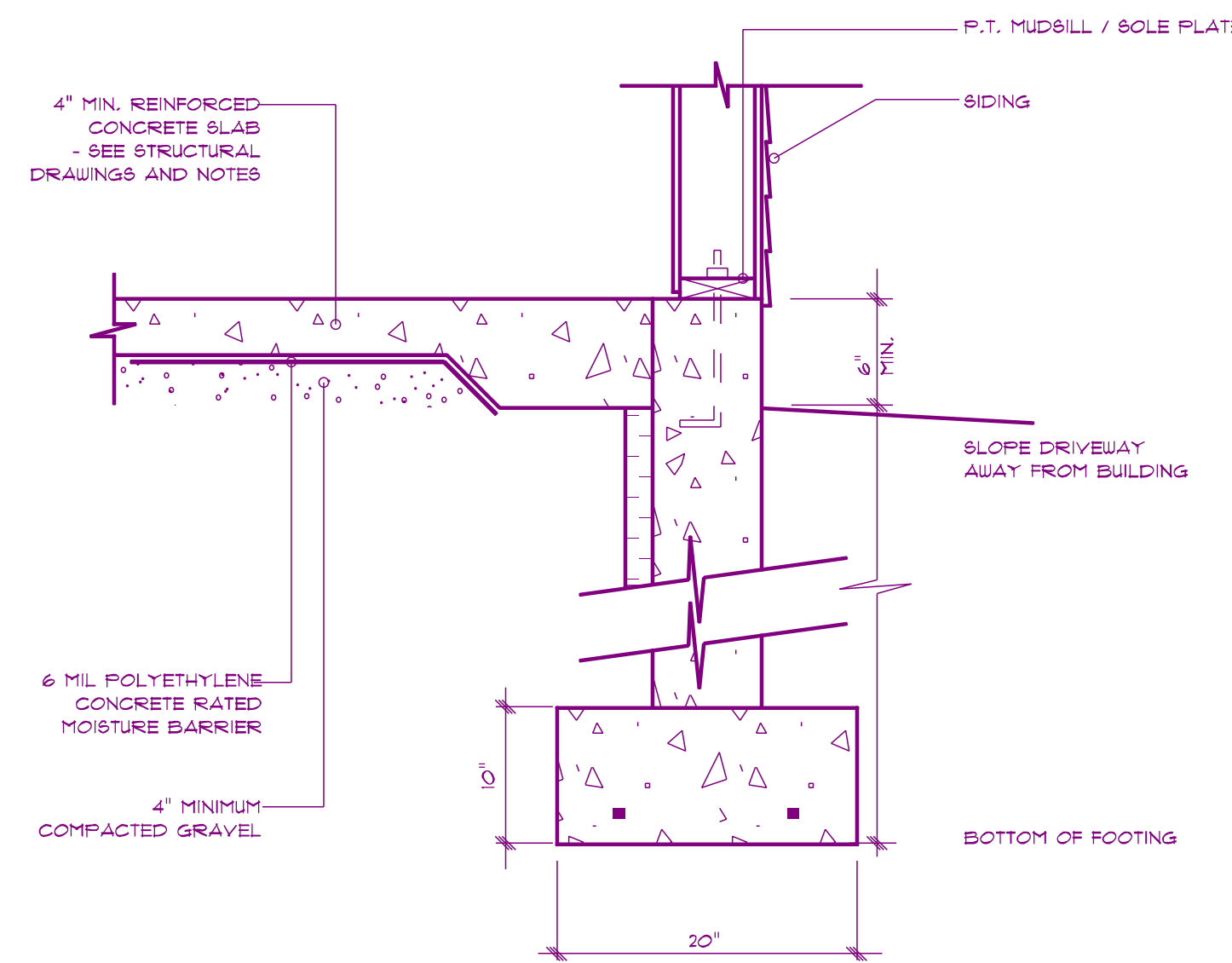
EXPANSION JOINTS
 PROVIDE EXPANSION JOINTS AT THE EDGES OF SLABS THAT ARE NOT HEATED OR THAT ARE EXPECTED TO CHANGE TEMPERATURE SIGNIFICANTLY OVER THEIR LIFETIMES.
 ALSO PROVIDE EXPANSION JOINTS TO ISOLATE BUILDING ELEMENTS THAT PENETRATE SLABS SUCH AS STRUCTURAL COLUMNS, WALLS, OR PLUMBING.



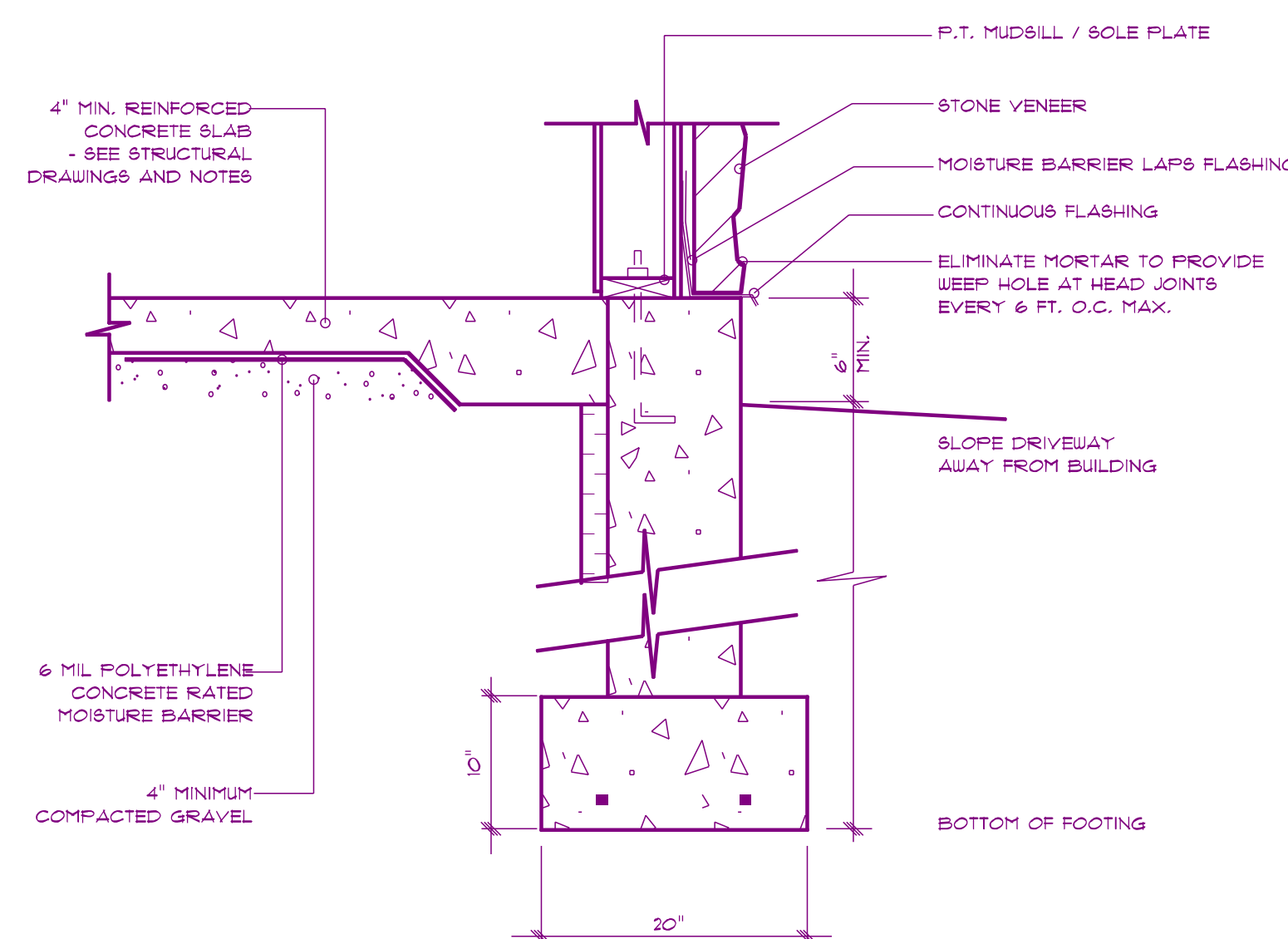
CONTROL JOINTS
 PROVIDE CONTROL JOINTS TO INDUCE CRACKING AT SELECTED LOCATIONS - TROUPEL OR CUT JOINTS INTO THE SURFACE OF SLABS TO ABOUT 1/4 OF THE SLAB DEPTH AND AT 20 FT. INTERVALS - COLD JOINTS CAN ACT AS CONTROL JTS



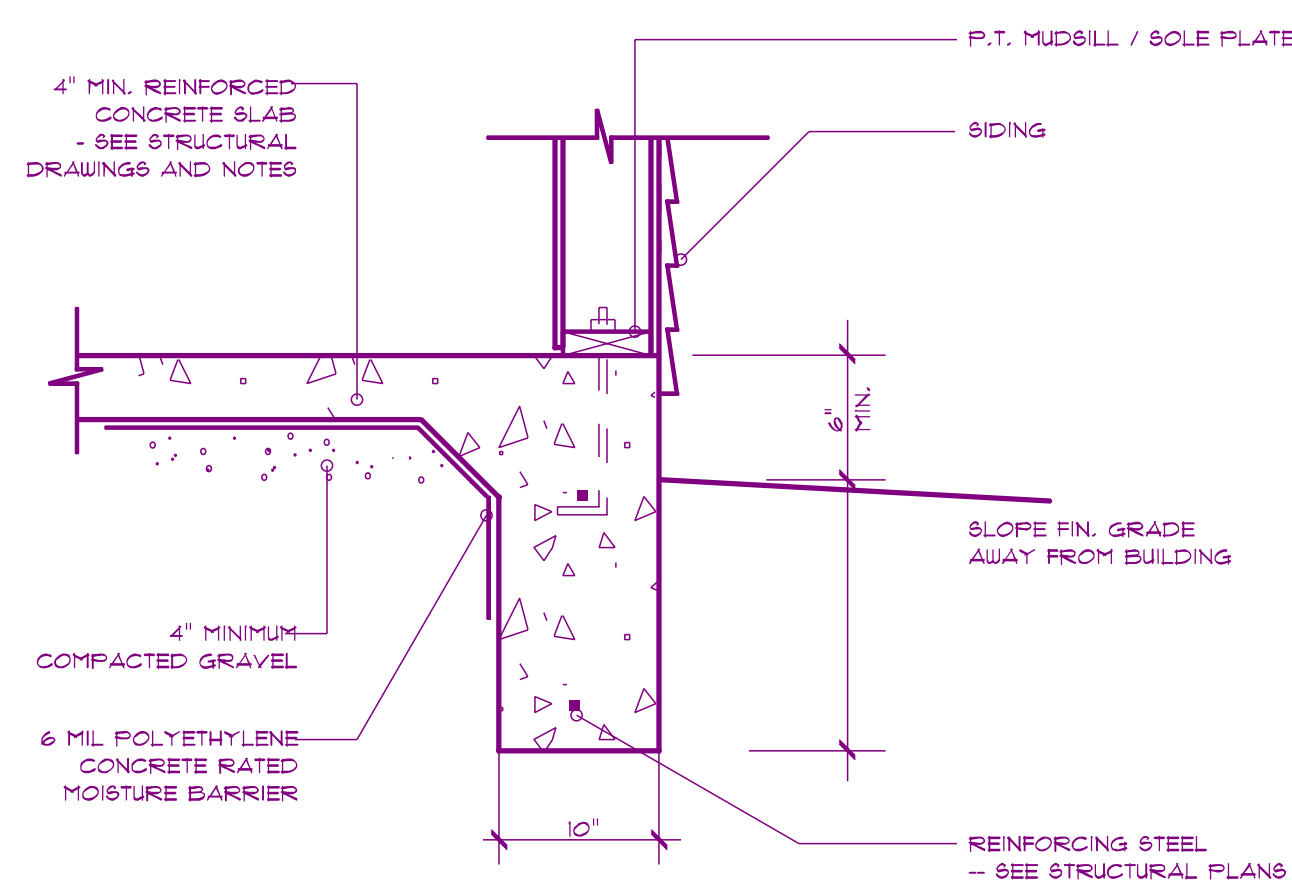
CONCRETE SLAB DETAILS / NOTES



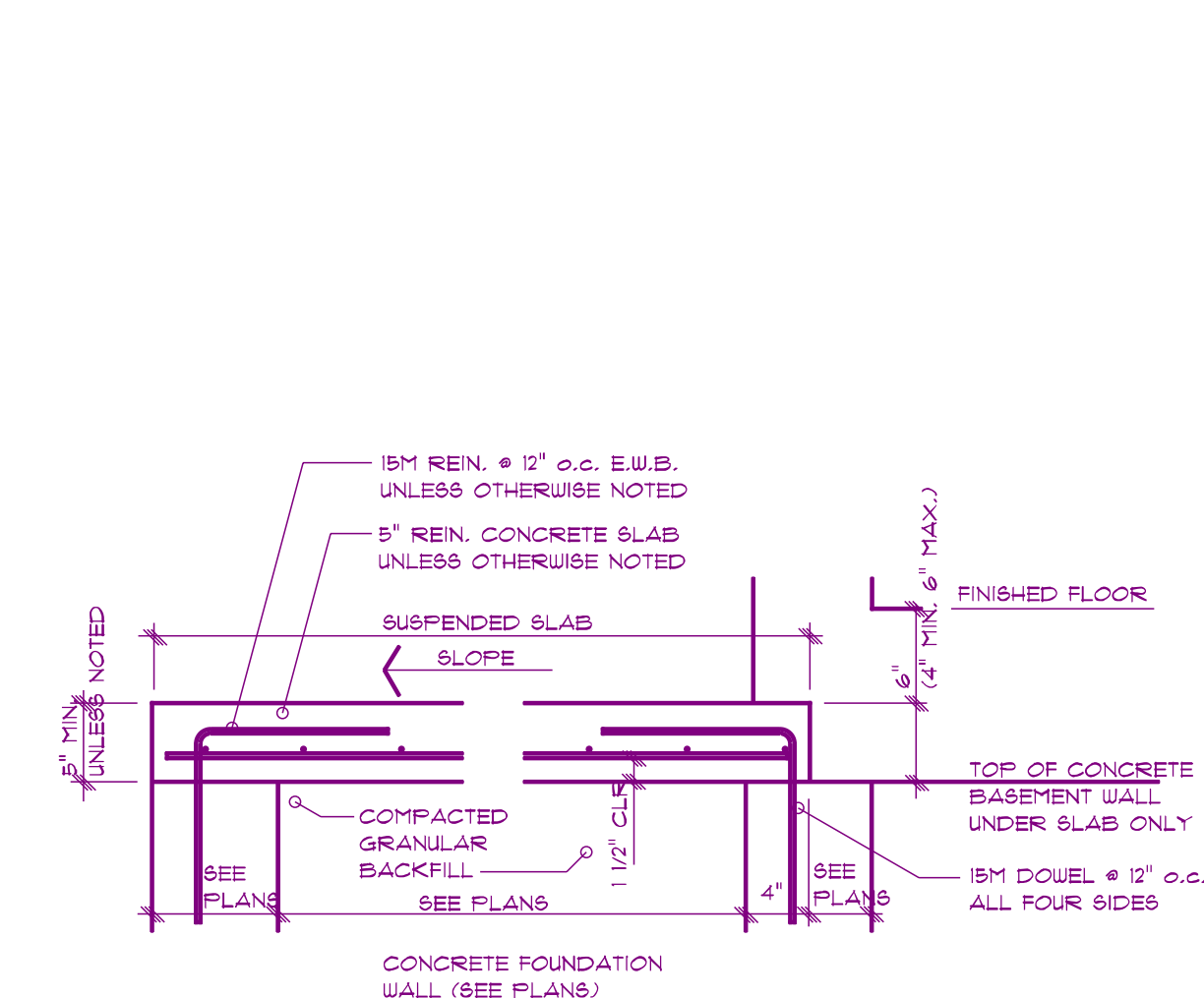
POURED CONCRETE FOOTING DETAIL



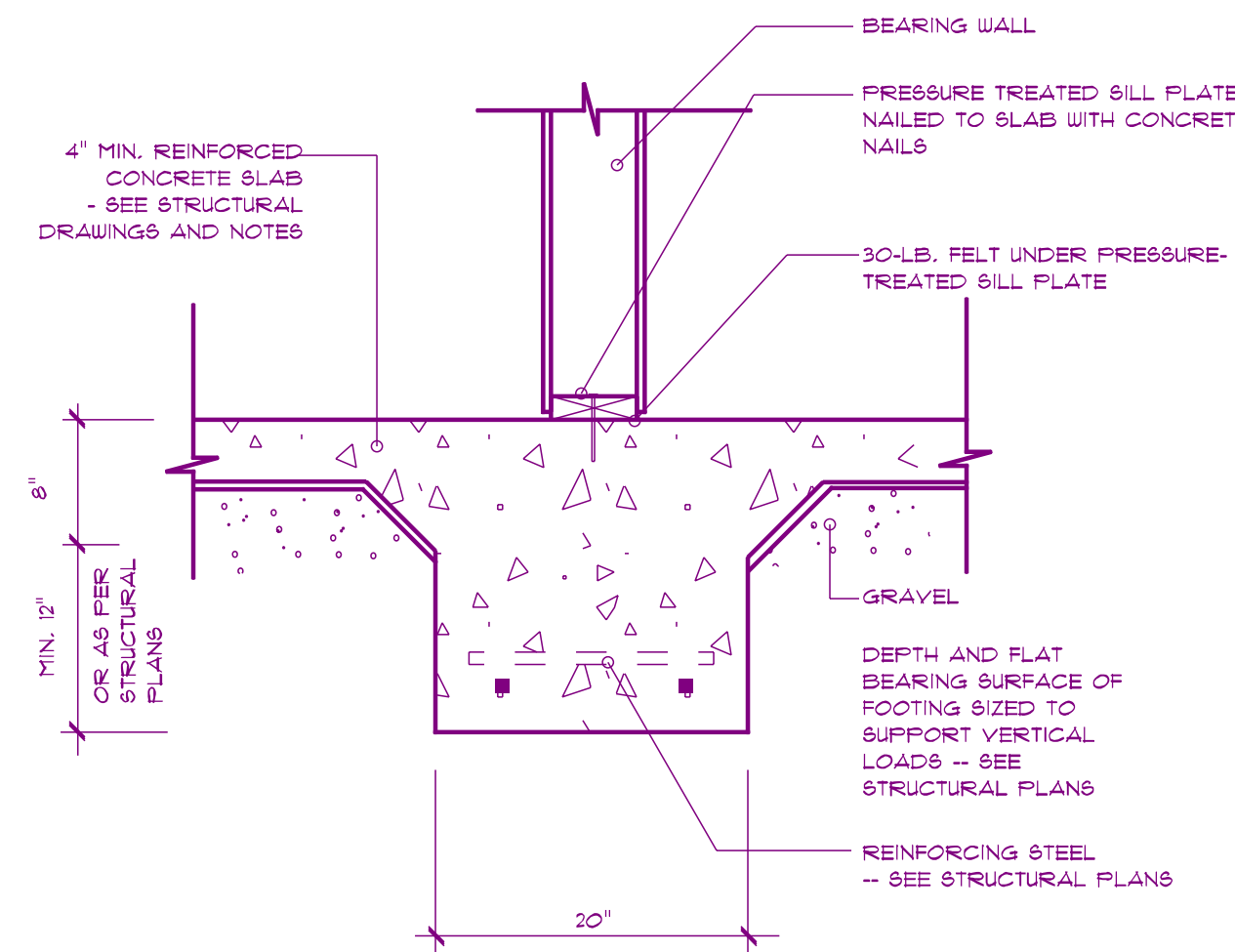
POURED CONCRETE FOOTING DETAIL



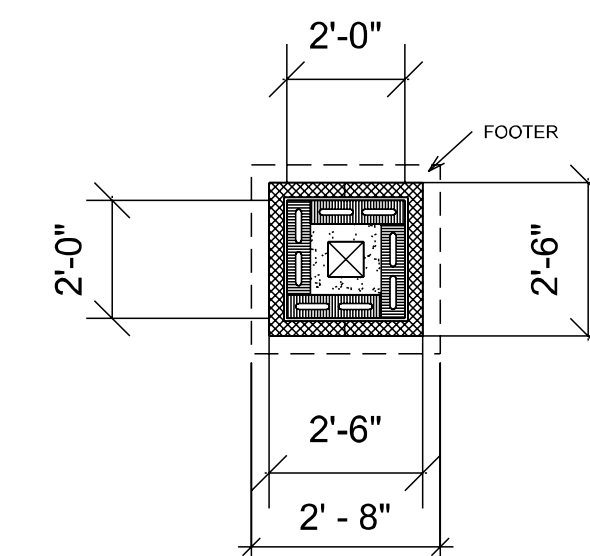
TURN-DOWN FOOTING DETAIL



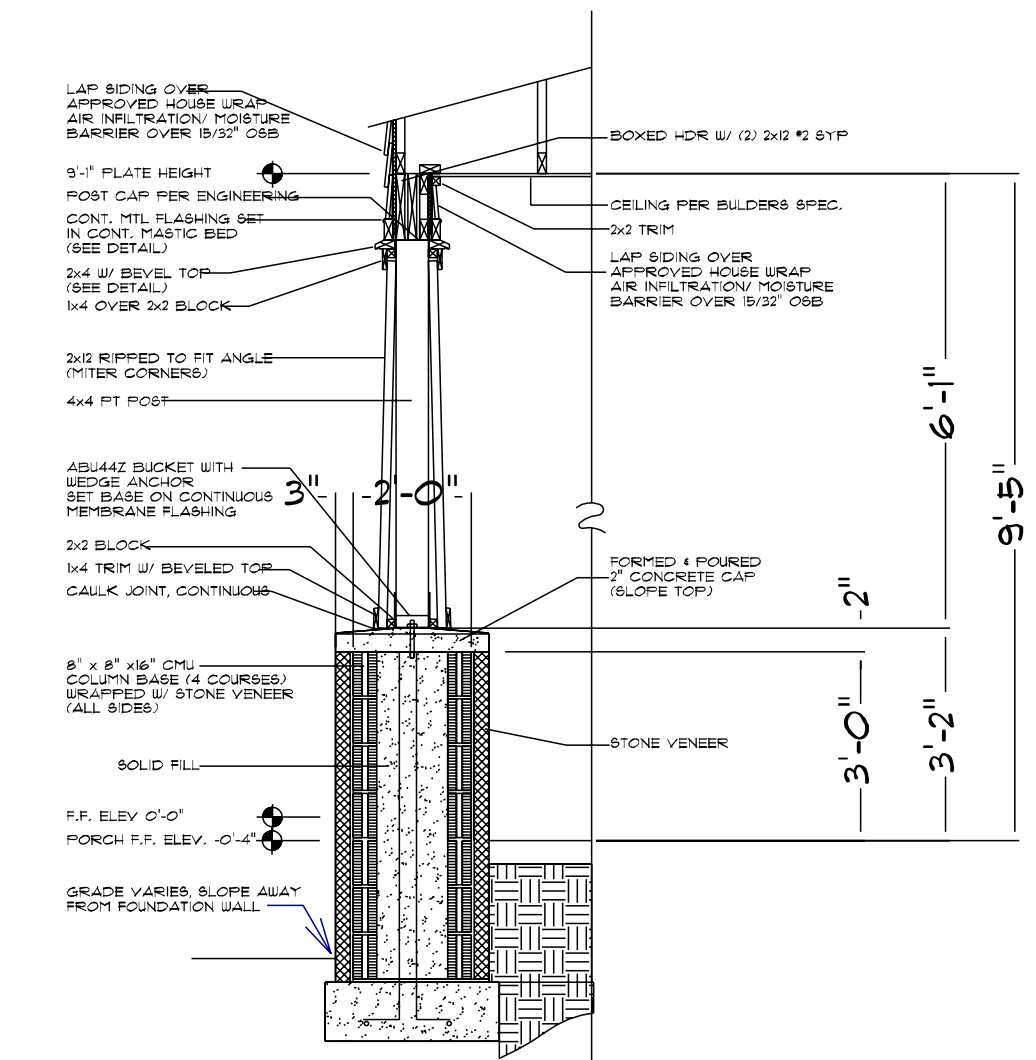
TYPICAL SUSPENDED SLAB



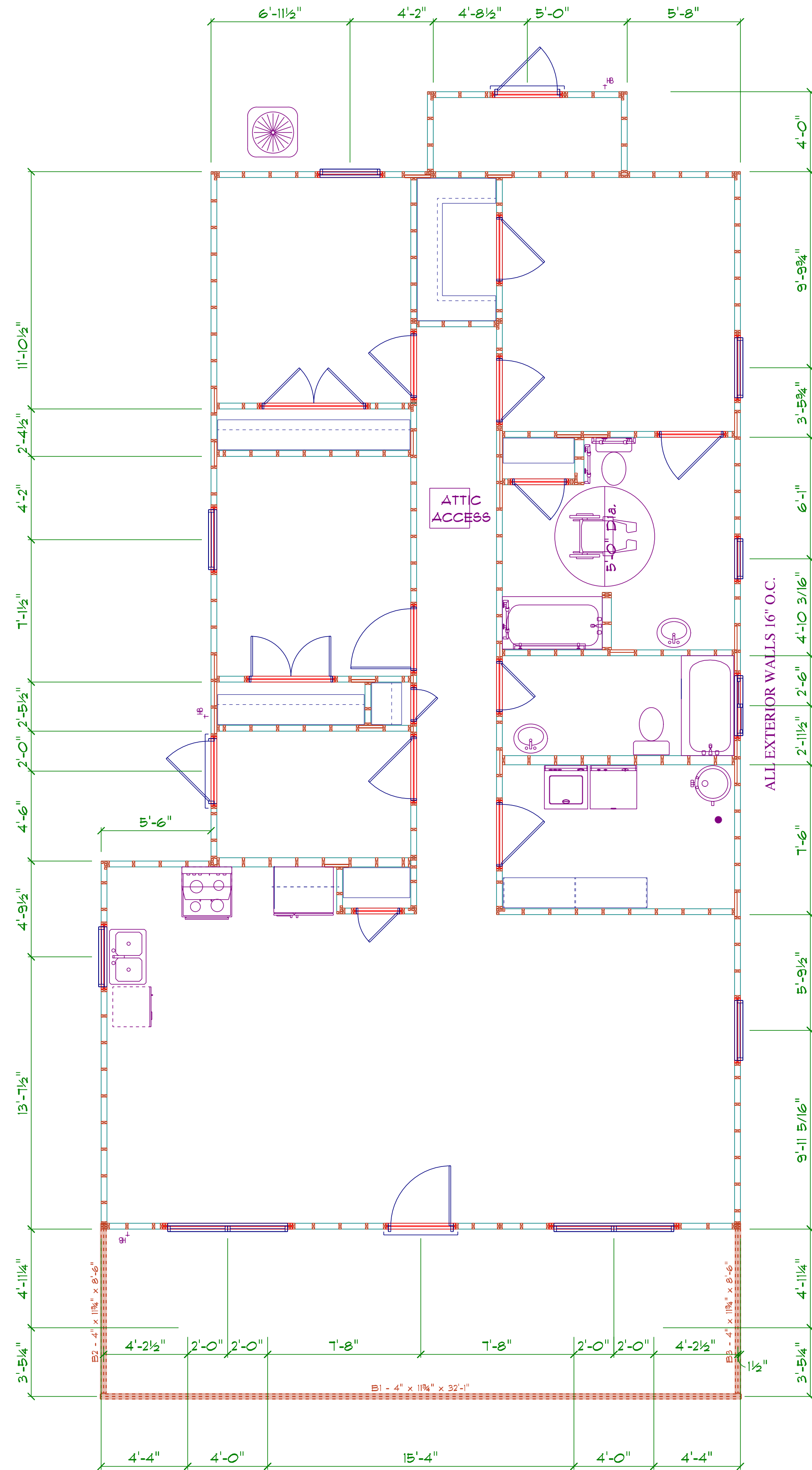
INTEGRAL SLAB FOOTING DETAIL AT BEARING WALL



COLUMN
 SCALE: 3/8" = 1'-0"

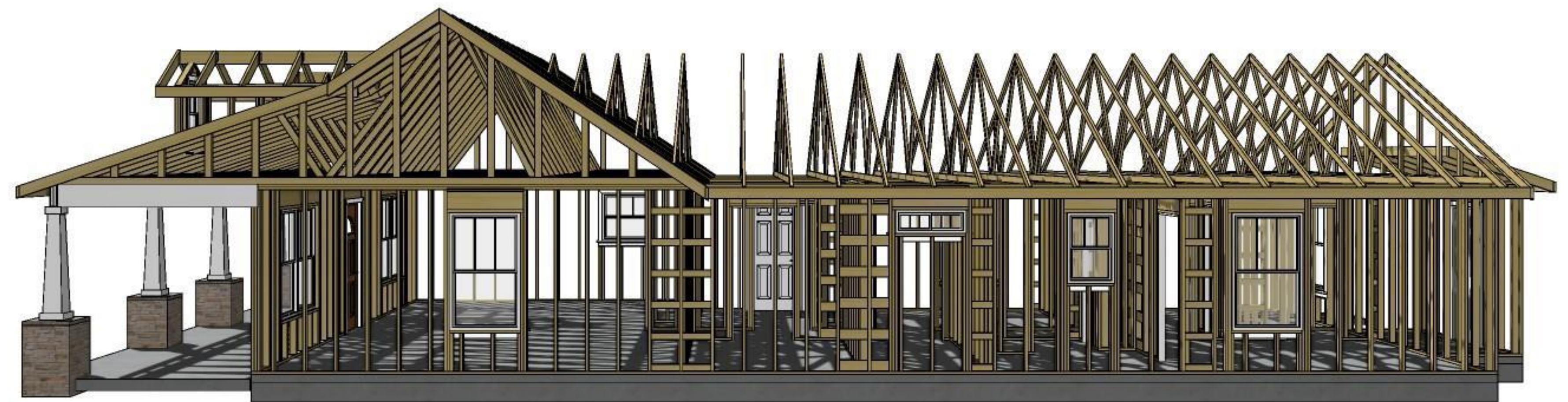
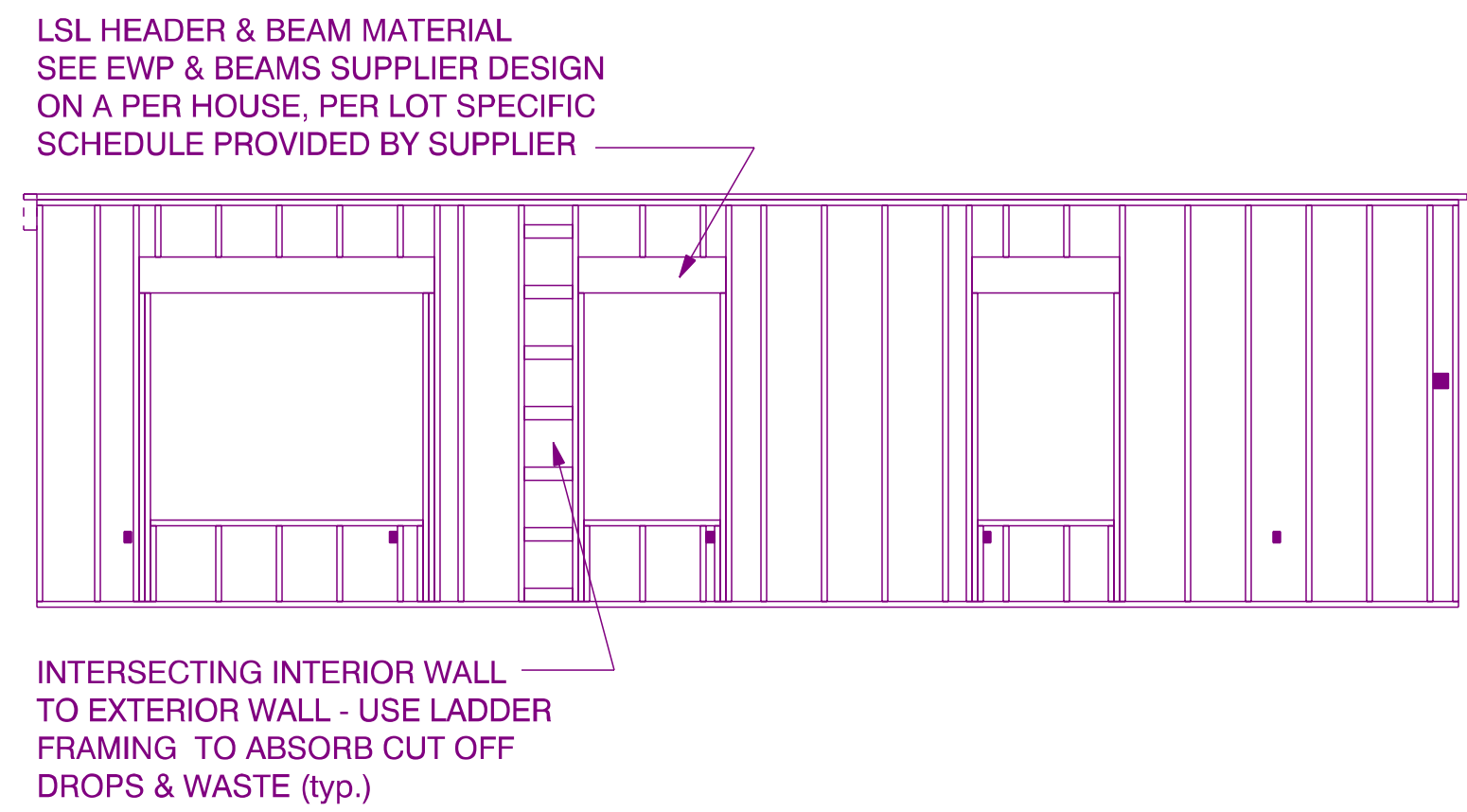
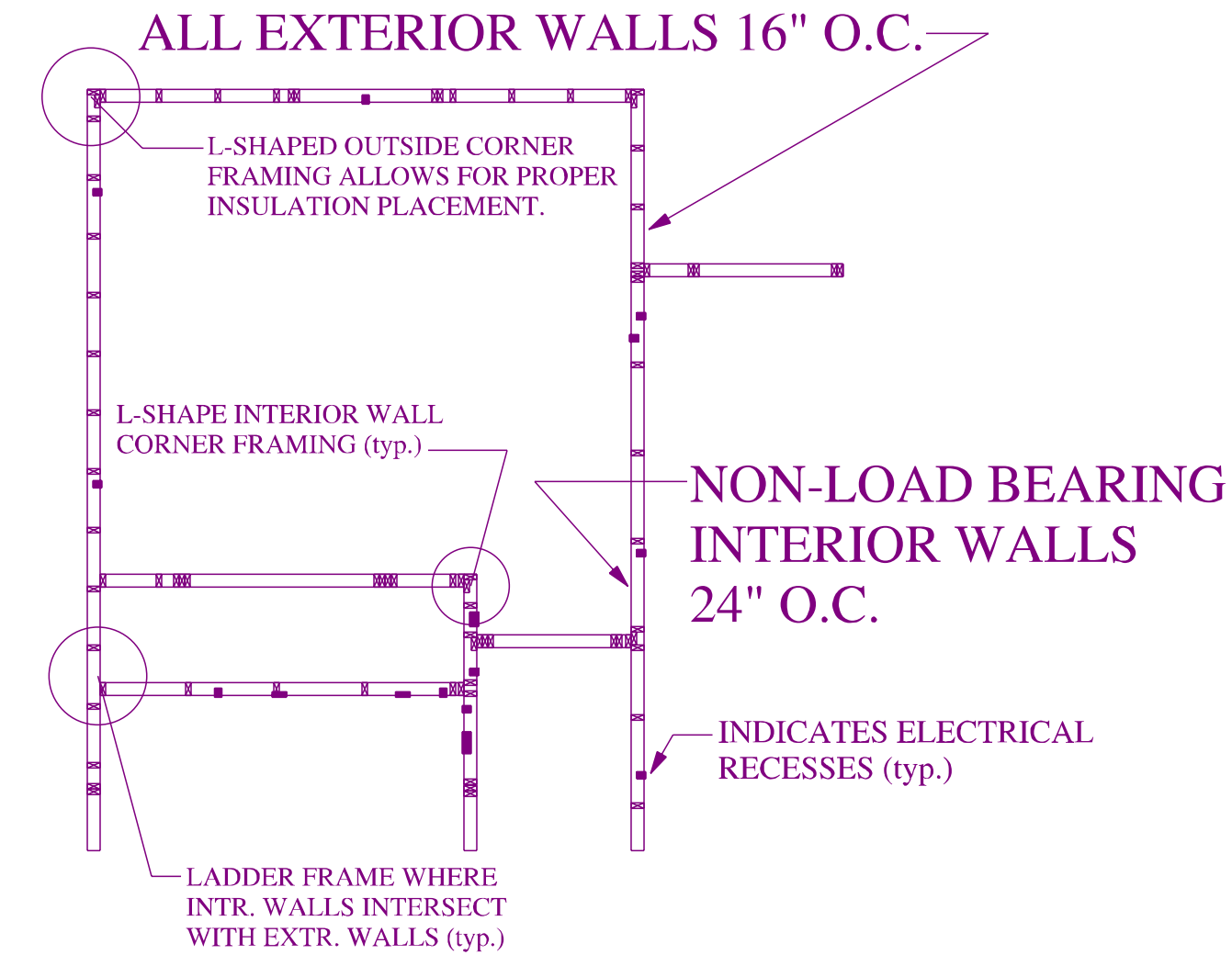


Note: All engineered structural components (rafters, headers, beams, joist or trusses) must be calculated by a certified engineer in your local area and provided in the intake form.



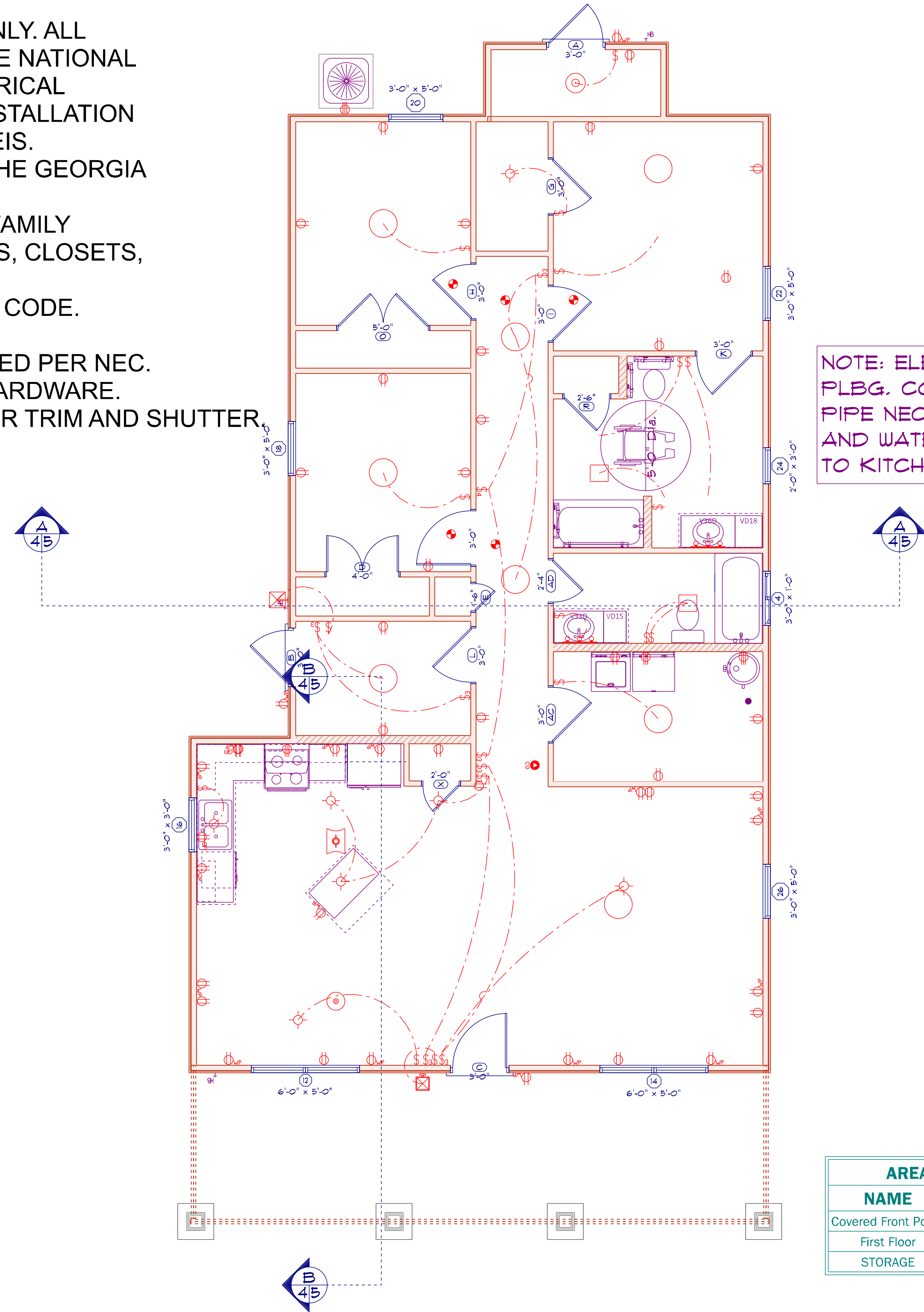
MAIN FLOOR - FRAMING

SCALE: 1/4" = 1'-0"



ELECTRICAL NOTES:

1. ELECTRICAL PLAN IS INTENDED FOR BID PURPOSES ONLY. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE NATIONAL ELECTRIC CODE, LATEST EDITION, BY A LICENSED ELECTRICAL CONTRACTOR WHO SHALL BE RESPONSIBLE FOR THE INSTALLATION AND SIZING OF ALL ELECTRICAL WIRING AND ACCESSORIES.
2. SMOKE DETECTORS SHALL BE IN ACCORDANCE WITH THE GEORGIA BUILDING CODE.
3. PROVIDE AFCI PROTECTION IN ALL DWELLING UNITS. (FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, LAUNDRY ROOMS, CLOSETS, HALLWAYS AND BEDROOMS) (210.12)
4. PROVIDE G.F.I. AS REQUIRED AT BATHS AND SINKS PER CODE.
5. INSTALL OUTLETS ACCORDING TO NEC.
6. ALL WIRING IN ALL ROOMS TO BE ARC. FAULT PROTECTED PER NEC.
7. ALL INTERIOR DOUBLE DOORS TO HAVE BALL CATCH HARDWARE.
8. PORCH LIGHT TO BE CENTERED BETWEEN FRONT DOOR TRIM AND SHUTTER.



NOTE: ELECTRICAL & PLBG. CONTRACTOR TO PIPE NECESSARY CONDUITS AND WATER LINES/DRAINS TO KITCHEN ISLAND.

ELECTRICAL LEGEND			
ELECTRICAL	COUNT	SYMBOL	COMMENT
ceiling dish round	1	⊙	
ceiling drop	1	⊖	
ceiling light O3	8	⊙	
ceiling light vent square	2	⊙	
ceiling teorema	1	⊙	
co smoke comb detector	1	⊙	
exterior craftsman light fixture	1	⊙	
exterior light O3	1	⊙	
light	7	⊙	
outlet	28	⊙	
outlet 220v	4	⊙	
outlet gfi	2	⊙	
outlet wp	17	⊙	
smoke detector	5	⊙	
switch	16	⊙	
switch 3 way	8	⊙	
switch 4 way	1	⊙	
vanity bar light O2	2	⊙	

AREA SCHEDULE		
NAME	AREA	COLOR
Covered Front Porch	274 sq ft.	Blue
First Floor	1504 sq ft.	Red
STORAGE	42 sq ft.	Black

Exhibit D-2



WINDOW SCHEDULE									
OPENING ID	COUNT	SIZE	ROOM SCHEDULE ID	TYPE	SCREEN	GRILLE	EGRESS	ELEVATION	HEADER MATERIAL
4	1	3'-0" x 1'-0"	107	SLIDING WINDOW	No	Yes	No		Dimensional Lumber
12	1	6'-0" x 5'-0"	118	COMBINED UNIT WITHOUT DOOR	Yes	Yes	Yes		Dimensional Lumber
14	1	6'-0" x 5'-0"	119	COMBINED UNIT WITHOUT DOOR	Yes	Yes	Yes		Dimensional Lumber
16	1	3'-0" x 3'-0"	117	WINDOW	Yes	Yes	No		Dimensional Lumber
18	1	3'-0" x 5'-0"	101	WINDOW	Yes	Yes	Yes		Dimensional Lumber
20	1	3'-0" x 5'-0"	101	WINDOW	Yes	Yes	Yes		Dimensional Lumber
22	1	3'-0" x 5'-0"	101	WINDOW	Yes	Yes	Yes		Dimensional Lumber
24	1	2'-0" x 3'-0"	106	WINDOW	Yes	Yes	Yes		Dimensional Lumber
26	1	3'-0" x 5'-0"	119	WINDOW	Yes	Yes	No		Dimensional Lumber
27	1	2'-0" x 3'-0"		WINDOW	No	Yes	No		Dimensional Lumber
31	1	2'-0" x 3'-0"		WINDOW	No	Yes	No		Dimensional Lumber

CABINET SCHEDULE					
NAME	FINISH	WIDTH	DEPTH	HEIGHT	COUNT
B9D	Maple Light	9"	24"	34.5"	2
B21D	Maple Light	21"	24"	34.5"	2
B24	Maple Light	24"	24"	34.5"	1
B24D	Maple Light	24"	24"	34.5"	1
B36D	Maple Light	36"	24"	34.5"	1
BSC36D	Maple Light	36"	24"	34.5"	1
V33D	Maple Light	33"	21"	30.5"	1
V36D	Maple Light	36"	21"	30.5"	1
VD15	Maple Light	15"	21"	30.5"	1
VD18	Maple Light	18"	21"	30.5"	1
W1530F	Maple Light	15"	12"	30"	1
W2430F	Maple Light	24"	12"	30"	1
W2730F	Maple Light	27"	12"	30"	1
W3018F	Maple Light	30"	12"	18"	1
WSC3030F	Maple Light	30"	12"	30"	1

DOOR SCHEDULE					
OPENING ID	COUNT	HINGE	SIZE	TYPE	ROOM SCHEDULE ID
12	1	UU	6'-0" x 5'-0"	COMBINED UNIT WITHOUT DOOR	118
14	1	UU	6'-0" x 5'-0"	COMBINED UNIT WITHOUT DOOR	119
A	1	R	3'-0"	DOOR	115
B	1	R	3'-0"	DOOR	109
C	1	R	3'-0"	DOOR	119
D	1	LR	4'-0"	DOOR	104
E	1	R	1'-6"	DOOR	114
G	1	L	2'-6"	DOOR	111
H	1	L	3'-0"	DOOR	101
I	1	R	3'-0"	DOOR	105
J	1	L	2'-4"	DOOR	107
K	1	L	3'-0"	DOOR	106
L	1	R	3'-0"	DOOR	109
O	1	LR	5'-0"	DOOR	102
R	1	R	2'-0"	DOOR	110
U	1	R	3'-0"	DOOR	108
W	1	R	2'-0"	DOOR	112
X	1	L	2'-0"	DOOR	116
Y	1	L	3'-0"	DOOR	103

BEAM SCHEDULE							
ID	DEFINITION	WIDTH	DEPTH	LENGTH	COUNT	COMMENT	LINK
2	2 - 2x12 Built-Up Beam/DW	4"	11¾"	8'-6"	2		
2	2 - 2x12 Built-Up Beam/DW	4"	11¾"	32'-1"	1		

AREA SCHEDULE		
NAME	AREA	COLOR
Covered Front Porch	274 sq ft.	
First Floor	1504 sq ft.	
STORAGE	42 sq ft.	

DRAWING SCHEDULE	
COVER	1
ELEV. 1-A	2
ELEV. 2-A	3
MAIN	4
ROOF	5
FND PLAN	6
DETAILS	7
WALL FRAMING	8
ELECTRICAL	9
SCHEDULES	10

HABITAT FOR HUMANITY PHONE: (404) 951-9694 FAX:
 188 CADY LANE CLEVELAND, GA 30528
 PHONE: 706-876-8722 FAX: bobblingsdesign@gmail.com

WILLIS-WRIGHT
 188 CADY LANE CLEVELAND, GA 30528

SCALE: As Noted
 DRAWN BY:
 DATE: Thursday, January 25, 2024

SECTION LETTER: **A**
 PAGE NUMBERS: **11**

APPROVED:
 CHECKED BY:
 10/10 SCHEDULES





Jackson House Plan Notes

Doors

- All exterior doors shall be 1-3/4 and insulated.
- Exterior door to patio (Opening B in Room 109) shall inswing, 9-lite, Left-Hand Entry with handset and deadbolt.
- Storage room door (Opening A in Room 115) shall outswing, Right-Hand, multi-panel insulated door with deadbolt.
- Front door shall inswing, 6-lite, Right-Hand; Shaker style with handset and deadbolt
- All interior doors shall be Sant Fe style, 2-panel with arch on top, 1-3/8 MDF Composite or better.

Window

- Window grilles as shown
- Due to an interference, move Window #4 (36 w x 1 ft h) in hall bath (room 107) to Laundry (Room 108) and center in room

Electric

- All lighting fixtures shall match and be of good or better quality.
- There shall be switched 2-bulb flood lights to the exterior corners. One shall be at the back left corner and the other at the front right or located as such to light the driveway and one side of the house
- All exterior lights are to be switched and the switches shall be located in the interior of the house at convenient locations
- Place Fan/Lights in all bedrooms, living room, and rooms 109 and 108
- Hallway and closet lights shall be faux can
- Dining table and Kitchen sink lights shall be pendant style

HVAC

- Moved outdoor A/C unit to other side of the storage room away from windows

Other

- Build linen shelves in laundry (room 108) shown and add bypass doors
- Driveway must accommodate two cars and have a turn-around

GENERAL NOTES

GLADDEN PLAN 2 M. BEDROOM & BATH TO SEMI HANDICAP ACCESSIBLE

ALL WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALING OF DRAWINGS
 - KICKOUT FLASHING TO BE INSTALLED AS NEEDED
 - EXTERIOR WALL FINISHER TO VERIFY KICKOUT
 - FLASHING IS INSTALLED PRIOR TO FINISHING
 - CARPENTER TO FLASH ALL EXTERIOR WINDOWS
 † DOORS PERMIN. AND IRC CODE REQUIREMENTS

INSURE THESE PLANS ARE ACCURATE AND COMPLETE. THE OWNER/BUILDER MUST VERIFY ALL DIMENSIONS, CONSTRUCTION METHODS, SITE CONDITIONS AND SPECIFICATIONS. SIZES OF STRUCTURAL MEMBERS SUCH AS FOOTINGS, FOUNDATION SIZING, POSTS, BEAMS, JOISTS, RAFTERS, TRUSSES ETC. ARE FOR BIDDING AND REVIEW PURPOSES ONLY.

1. PLAN SET DOCUMENTS TO REMAIN ON JOB SITE AT ALL TIMES.
2. DEVIATIONS FROM PLANS MUST BE SENT TO OWNER/DESIGNER
3. DIRT PADS WILL BE FREE OF ALL FOREIGN MATERIALS
4. CONCRETE WASHOUTS WILL BE DONE ON SITE OF POURS.
5. SILT FENCES AND DRAINAGE SHALL BE MAINTAINED THROUGHOUT PROJECT.

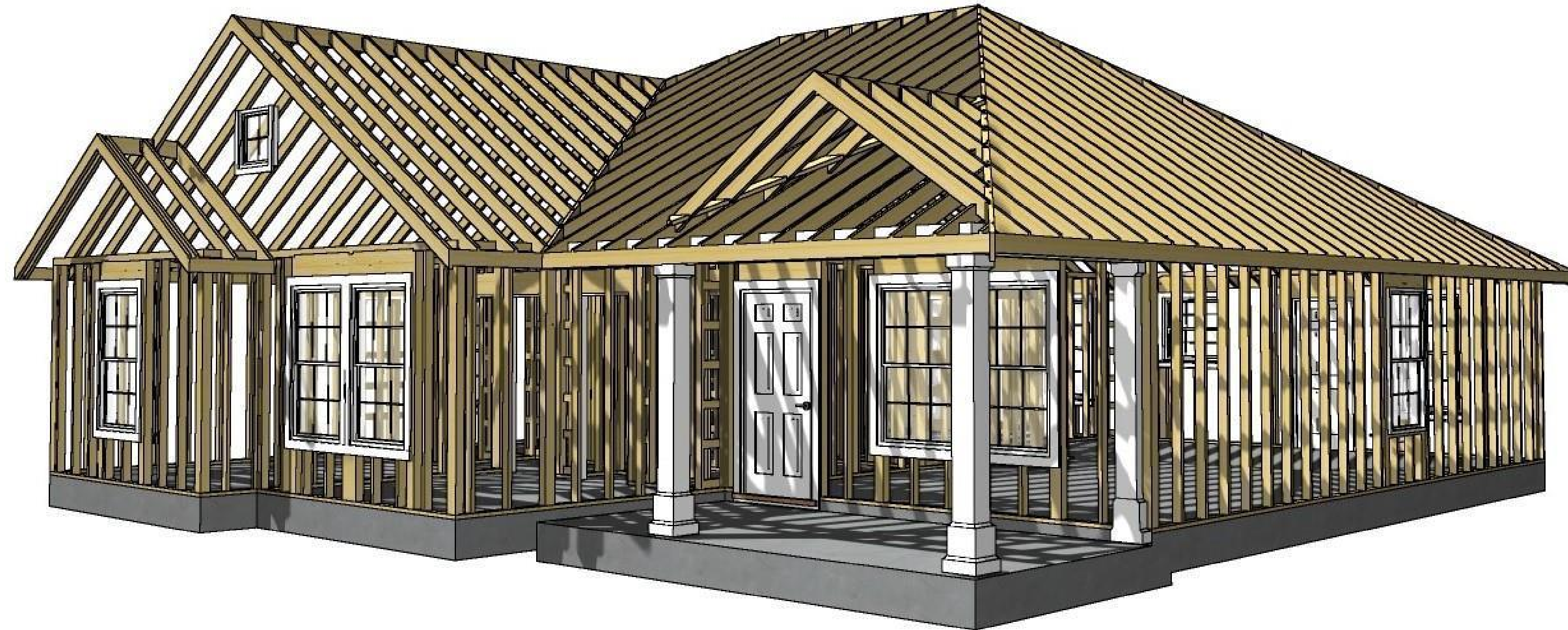
WINDOW SPECIFICATIONS:
 ALL WINDOWS SET AT 6'-10" A.F.F. @ 8' CLG. HGT.
 ALL WINDOWS SET @ 8'-0" A.F.F. @ 10' CLG. HGT. UNLESS NOTED OTHERWISE
 3050 = SINGLEHUNG 3'-0"X5'-0"
 S= SNG. HUNG
 F= FIXED
 A= AWNING S= HOR. SLIDER

NOTE: BOTH WINDOW † EXTERIOR DOOR SUPPLIERS SHOULD VERIFY ALL OPENINGS ON PLANS. SUPPLIER/INSTALLER SHOULD ALSO VERIFY ALL INTERIOR DOORS, PULL-DOWN STAIRS ETC. FOR CORRECT SWING AND COUNT. A PHYSICAL TAKE-OFF IS REQ.

NOTE: WHILE EVERY EFFORT HAS BEEN MADE TO INSURE THESE PLANS ARE ACCURATE AND COMPLETE. THE OWNER/BUILDER MUST VERIFY ALL DIMENSIONS, CONSTRUCTION METHODS, SITE CONDITIONS AND SPECIFICATIONS. SIZES OF STRUCTURAL MEMBERS SUCH AS FOOTINGS, FOUNDATION SIZING, POSTS, BEAMS, JOISTS, RAFTERS, TRUSSES ETC. ARE FOR BIDDING AND REVIEW PURPOSES ONLY.

Builder Responsibility
 1. It is the responsibility of the builder to assure that all work is in accordance with the latest edition of all applicable National, State, and Local Building Codes. It is the builders responsibility to ensure that all work is conducted in accordance with the latest edition of all applicable Construction Standards.
 2. To ensure that all manufactured articles, material, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated and conditioned as directed by the manufacturers. Builder shall follow all instruction to sustain and preserve all expressed or implied warranties and guarantees.
 3. Builder to assure that all materials, equipment and components are new and of good quality.
 4. Builder to check all dimension and details for overall accuracy appropriate to the local conditions and the final selection of materials such as masonry, floor joists, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details. For example, if standard lumber joists are used in place of engineered floor joists, the floor-to-floor dimension would vary from the Plans and require revised stair dimension and framing.

NOTE: WHILE EVERY EFFORT HAS BEEN MADE TO INSURE THESE PLANS ARE ACCURATE AND COMPLETE. THE OWNER/BUILDER MUST VERIFY ALL DIMENSIONS, CONSTRUCTION METHODS, SITE CONDITIONS AND SPECIFICATIONS. SIZES OF STRUCTURAL MEMBERS SUCH AS FOOTINGS, FOUNDATION SIZING, POSTS, BEAMS, JOISTS, RAFTERS, TRUSSES ETC. ARE FOR BIDDING AND REVIEW PURPOSES ONLY.



REVISION SCHEDULE			
NUMBER	DATE	REVISION AUTHOR	REVISION NOTE
01	01/10/2024	RCB	IST MOD. TO ORIG. PLAN
02	01/27/2024	RCB	MOD. M.BR/BATH TO HANDI ACCESSABLE
03	04/07/2024	RCB	M.BATH, PULL DN STAIRS WINDOW DOOR CHANGE DR.

AREA SCHEDULE		
NAME	AREA	COLOR
Covered Front Porch	131 sq ft.	
First Floor	1481 sq ft.	
STORAGE	66 sq ft.	

DRAWING SCHEDULE	
COVER	1
ELEV. 1-A	2
ELEV. 2-A	3
MAIN FL.	4
SLAB FND.	5
ROOF	6
WALL FRAMING	7
ELECTRICAL	8
INTERIOR ELEV.	9
SCHEDULES	10
DETAILS	11



WILLIS-WRIGHT
 138 CADDY LANE
 CLEVELAND, GA 30628
 PHONE: 706-878-8722
 FAX: bobillingsdesign@gmail.com

APPROVED: _____
 CHECKED BY: _____
 SECTION LETTER: A
 PAGE NUMBER: 1/11
 DRAWN BY: _____
 DATE: Thursday, April 25, 2024

Habitat for Humanity
 PHONE: (404) 951-9694
 FAX: _____



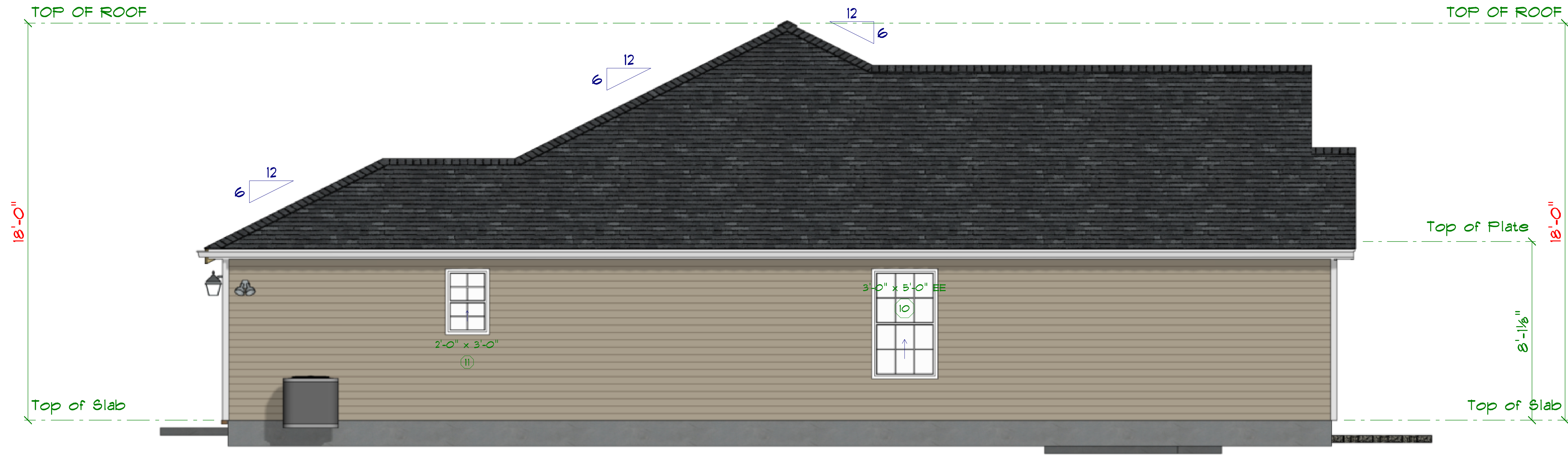
Front Elevation
SCALE: 3/8" = 1'-0"



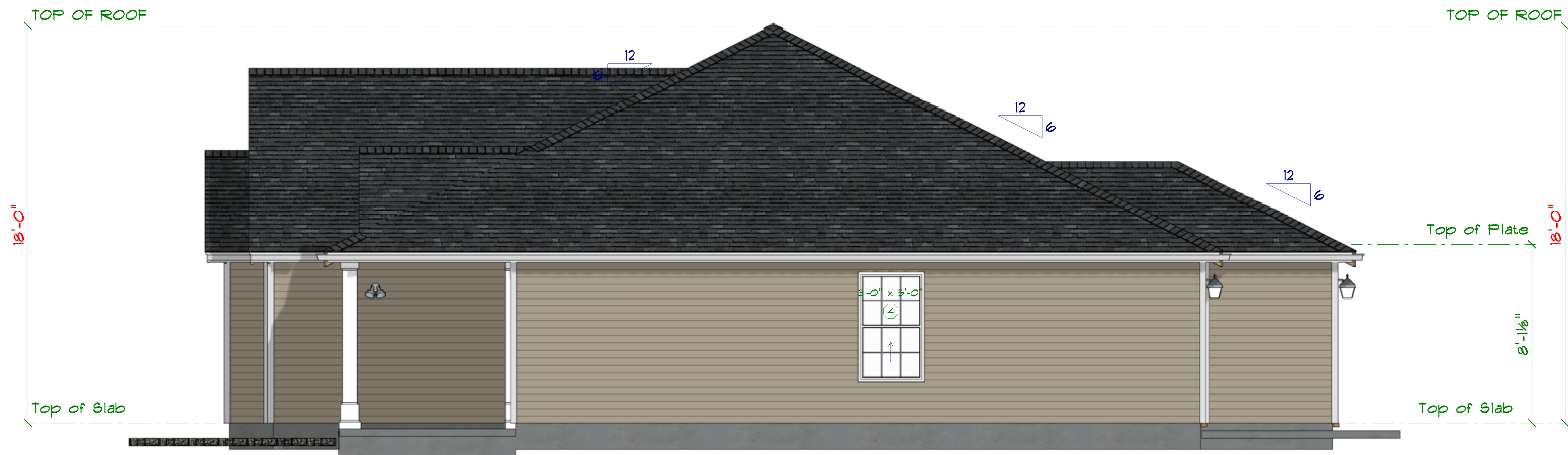
Rear Elevation
SCALE: 3/8" = 1'-0"

	APPROVED: _____ CHECKED BY: _____	PAGE: 2/11 ELEV. 1-A
	SCALE: 3/8" = 1'-0" DRAWN BY: _____ DATE: Thursday, April 25, 2024	Willis-Wright PHONE: 706-878-8722 FAX: _____ bobillingsdesign@gmail.com 138 CADDY LANE CLEVELAND, GA 30628
Habitat for Humanity PHONE: (404) 951-9694 FAX: _____		Habitat for Humanity We Build... Homes, Communities and Hope





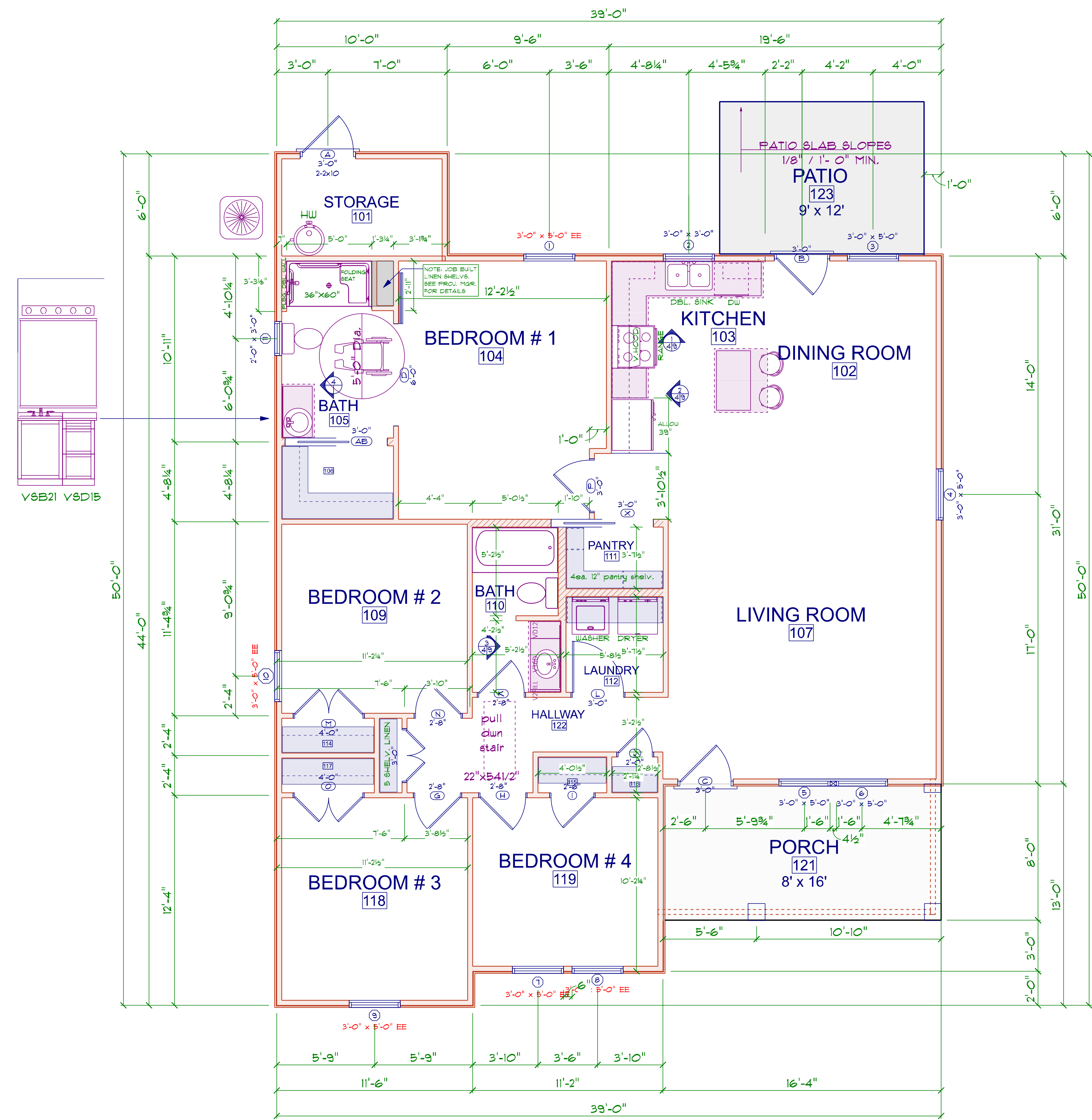
Left Elevation
SCALE: 3/8" = 1'-0"



Right Elevation
SCALE: 3/8" = 1'-0"



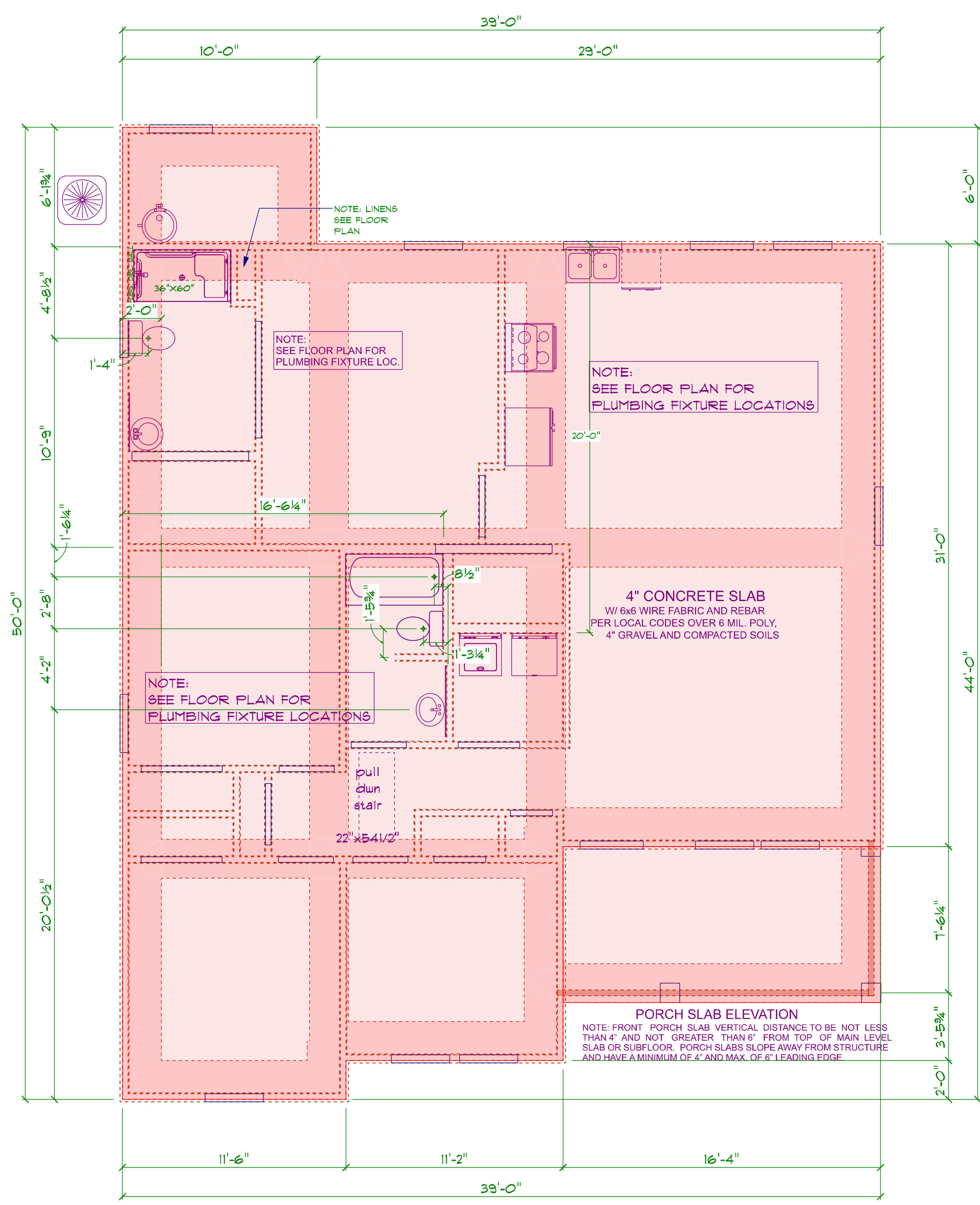
Habitat for Humanity PHONE: (404) 951-9694 FAX:	 www.habitatgwinnett.org	Willis-Wright PHONE: 706-878-8722 FAX: bobillingsdesign@gmail.com 138 CADDY LANE CLEVELAND, GA 30628	SCALE: 3/8" = 1'-0" DRAWN BY: DATE: Thursday, April 25, 2024	SECTION LETTER A PAGE NUMBERS 11	APPROVED: CHECKED BY:	PAGE: 3/11 ELEV. 2-A



MAIN FLOOR
SCALE: 1/4" = 1'-0"

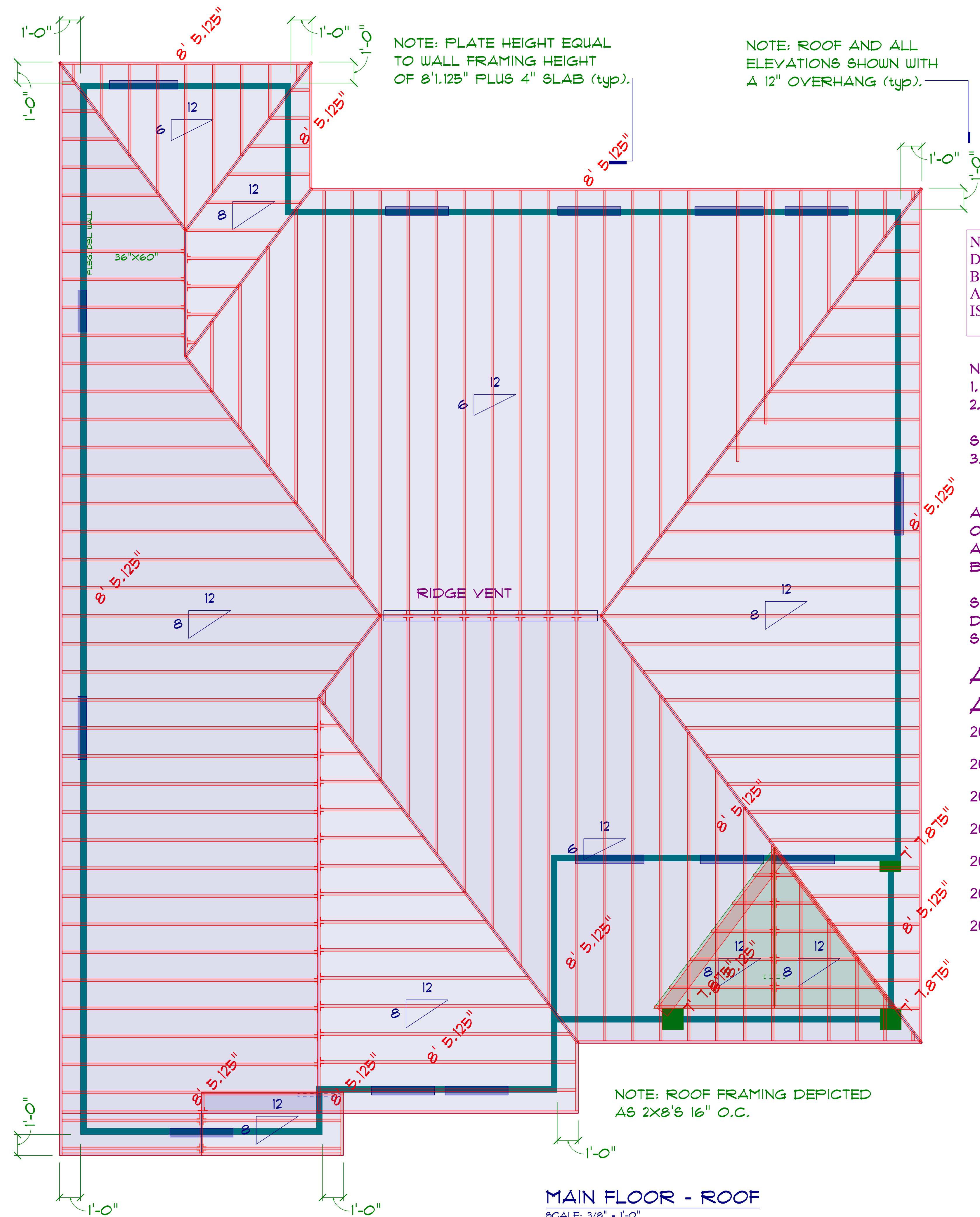


Habitat for Humanity PHONE: (404) 951-9694 FAX:	 www.habitatinnetwork.org	Willis-Wright PHONE: 706-878-8722 FAX: bobillingsdesign@gmail.com 138 CADY LANE CLEVELAND, GA 30628	SCALE: 1/4" = 1'-0" DRAWN BY: DATE: Thursday, April 25, 2024	SECTION LETTER A	PAGE NUMBERS 11	APPROVED: CHECKED BY:	PAGE: 4/11 MAIN FL.
			APPROVED: _____ CHECKED BY: _____		SECTION LETTER A	PAGE NUMBERS 11	APPROVED: CHECKED BY:



MAIN FLOOR SLAB FND
SCALE: 1/4" = 1'-0"

Exhibit DExhibit



NOTE: PLATE HEIGHT EQUAL TO WALL FRAMING HEIGHT OF 8' 5.125" PLUS 4" SLAB (typ).

NOTE: ROOF AND ALL ELEVATIONS SHOWN WITH A 12" OVERHANG (typ).

NOTE: ALL ROOF OVERHANG DIMENSIONS ARE 12" UNLESS BRICK IS SHOWN IN ELEVATION. ALLOW 16" WHEN BRICK IS INDICATED.

- NOTE:
1. ALL RAFTERS 2X8'S @ 16" O.C.
 2. ROOF DECKED W/3/16" APA RATED 40/20 SHEATHING SEE FASTNER SCHEDULE NAILING
 3. ALL RIDGE BEAMS, HIP RIDGES AND VALLEYS 2X12'S U.N.O.

ALL ROOF PENETRATIONS TO BE ON SIDES OR REAR OF RESIDENCE. ALL PVC VENTS SHALL BE PAINTED BLACK OR TO MATCH ROOFING.

SHADED AREA ON ROOF PLAN DICTATES LIMIT OF PLYWOOD STORAGE AREAS.

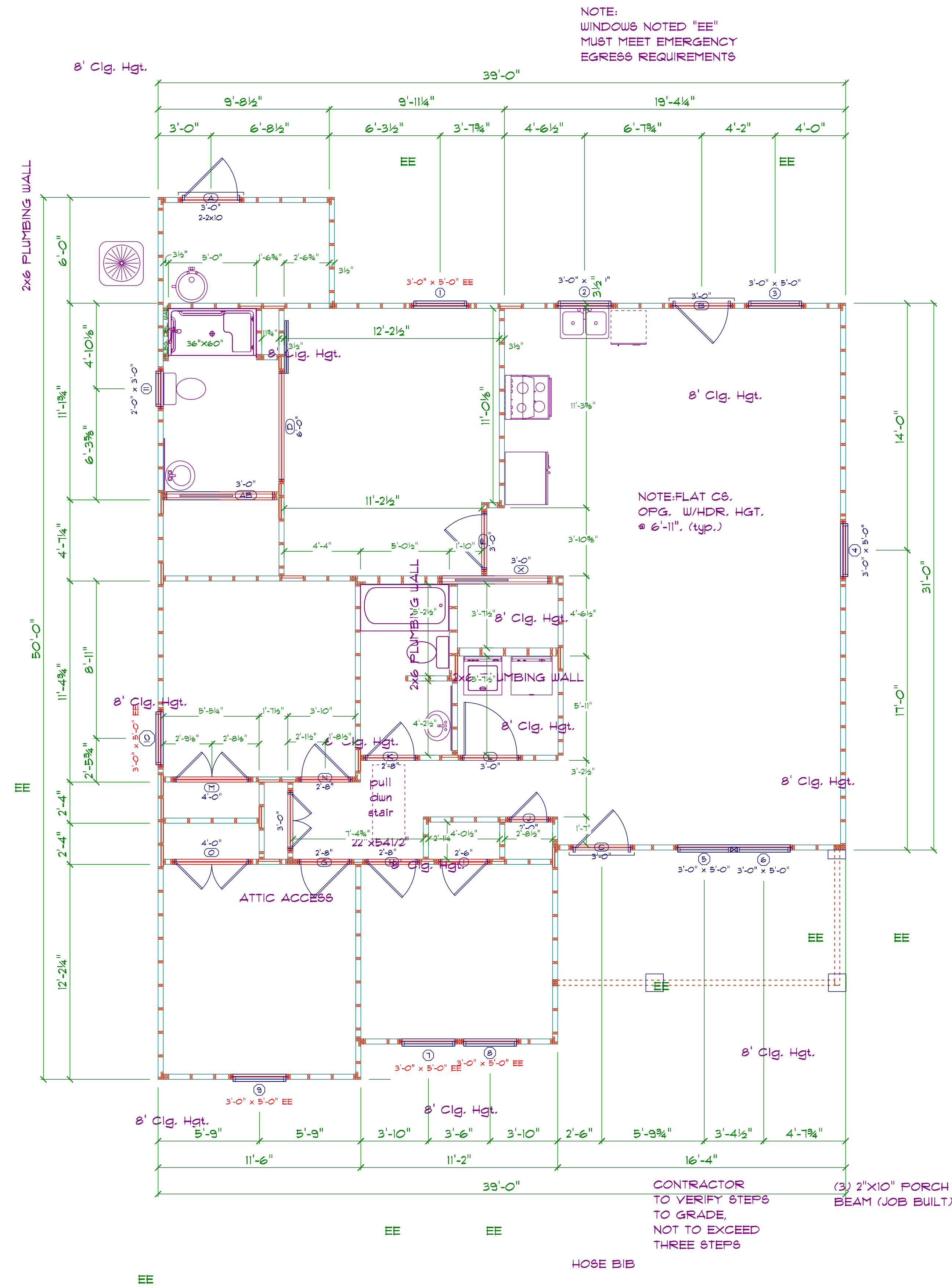
APPLICABLE CODES INCLUDE ALL LOCAL, STATE AND NATIONAL.

- 2018 International Building Code
- 2018 International Residential Code
- 2020 National Electric Code
- 2018 International Plumbing Code
- 2018 International Mechanical Code (HVAC)
- 2018 International Fuel Gas Code
- 2015 International Swimming Pool & Spa Code

NOTE: ROOF FRAMING DEPICTED AS 2X8'S 16" O.C.

MAIN FLOOR - ROOF
SCALE: 3/8" = 1'-0"



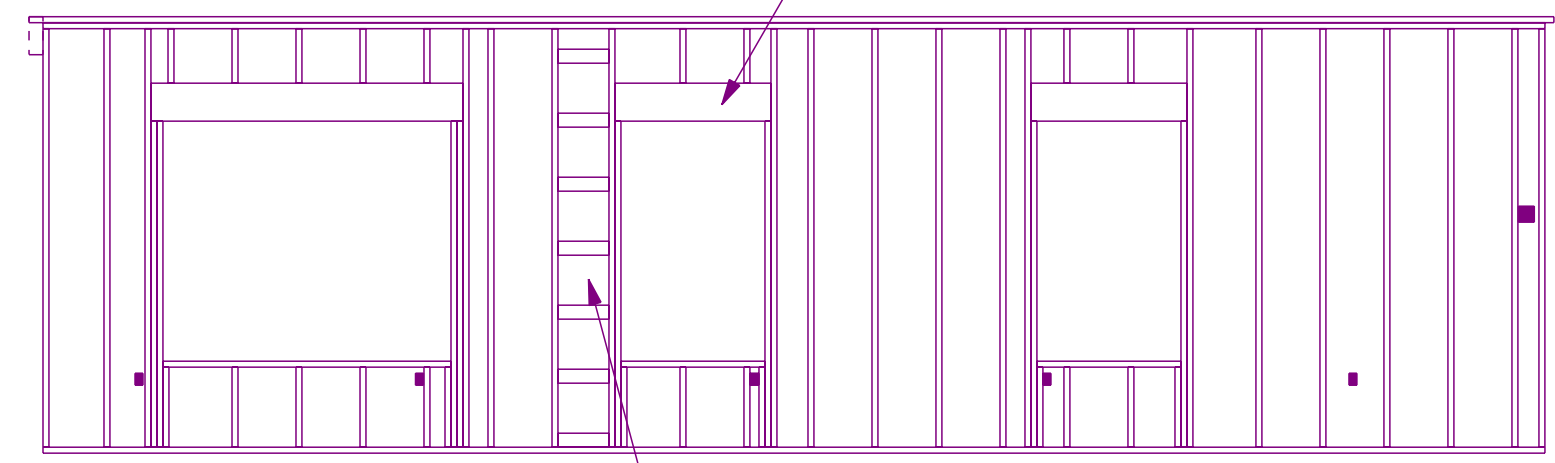


NOTE:
WINDOWS NOTED "EE"
MUST MEET EMERGENCY
EGRESS REQUIREMENTS

NOTE: FLAT CS.
OPG. W/HDR. HGT.
6'-11" (typ.)

CONTRACTOR
TO VERIFY STEPS
TO GRADE,
NOT TO EXCEED
THREE STEPS

LSL HEADER & BEAM MATERIAL
SEE EWP & BEAMS SUPPLIER DESIGN
ON A PER HOUSE, PER LOT SPECIFIC
SCHEDULE PROVIDED BY SUPPLIER



INTERSECTING INTERIOR WALL
TO EXTERIOR WALL - USE LADDER
FRAMING TO ABSORB CUT OFF
DROPS & WASTE (typ.)

NOTE:
EXTEND ALL LOAD BEARING
HEADERS OVER (2)
STUDS MIN. UNLESS NOTED
OTHERWISE.

CODE DISCLAIMER:

1. THESE PLANS WERE DESIGNED TO MEET IRC 2021 AT THE TIME OF THEIR CREATION AND MORE SPECIFICALLY, THE MINIMAL LOCAL CODES OF THE STATE OF GEORGIA. IT IS SUGGESTED TO HAVE A LOCAL STRUCTURAL ENGINEER REVIEW THE LANS BEFORE CONSTRUCTION IS STARTED.
2. BEAMS AND FLOOR JOIST ARE SUGGESTED BUT SHOULD BE APPROVED BY LOCAL STRUCTURAL ENGINEER PRIOR TO ORDERING AND OR CONSTRUCTION.
3. ALL CEILING JOIST AND FLOOR JOIST SHOULD BE SIZED BASED ON LATEST IRC BOOK AND LOCAL CODE DEPARTMENT REQUIREMENTS.
4. FOUNDATION DESIGN AND SIZE OF FOOTINGS, BASEMENT WALLS, GRADE BEAMS SHOULD BE REVIEWED AND APPROVED BY LOCAL STRUCTURAL ENGINEER PRIOR TO START OF CONSTRUCTION. BOB BILLINGS DESIGN NOR WILLIS-WRIGHT DESIGN GROUP LLC. ARE NOT STRUCTURAL ENGINEERS AND THEIR FORTH OFFER NO STRUCTURAL WARRANTIES OF ANY KIND.
5. CONTRACTOR TO PROVIDE ALL HIGH WIND STRAPS, AND ANCHORS ALONG WITH BRACED WALL DESIGN PER IRC 2021 OR LATEST ADOPTED CODES PER LOCAL AREA.

ALL STRUCTURAL BEAM AND HEADER
SIZES, BEARING CONDITIONS AND
ANCHORING REQUIREMENTS MUST BE
REVIEWED BY A STRUCTURAL ENGINEER
BASED ON EXISTING SITE CONDITIONS.
OWNER/BUILDER TO ASSUME ALL
RESPONSIBILITY FOR ENTIRE STRUCTURE.

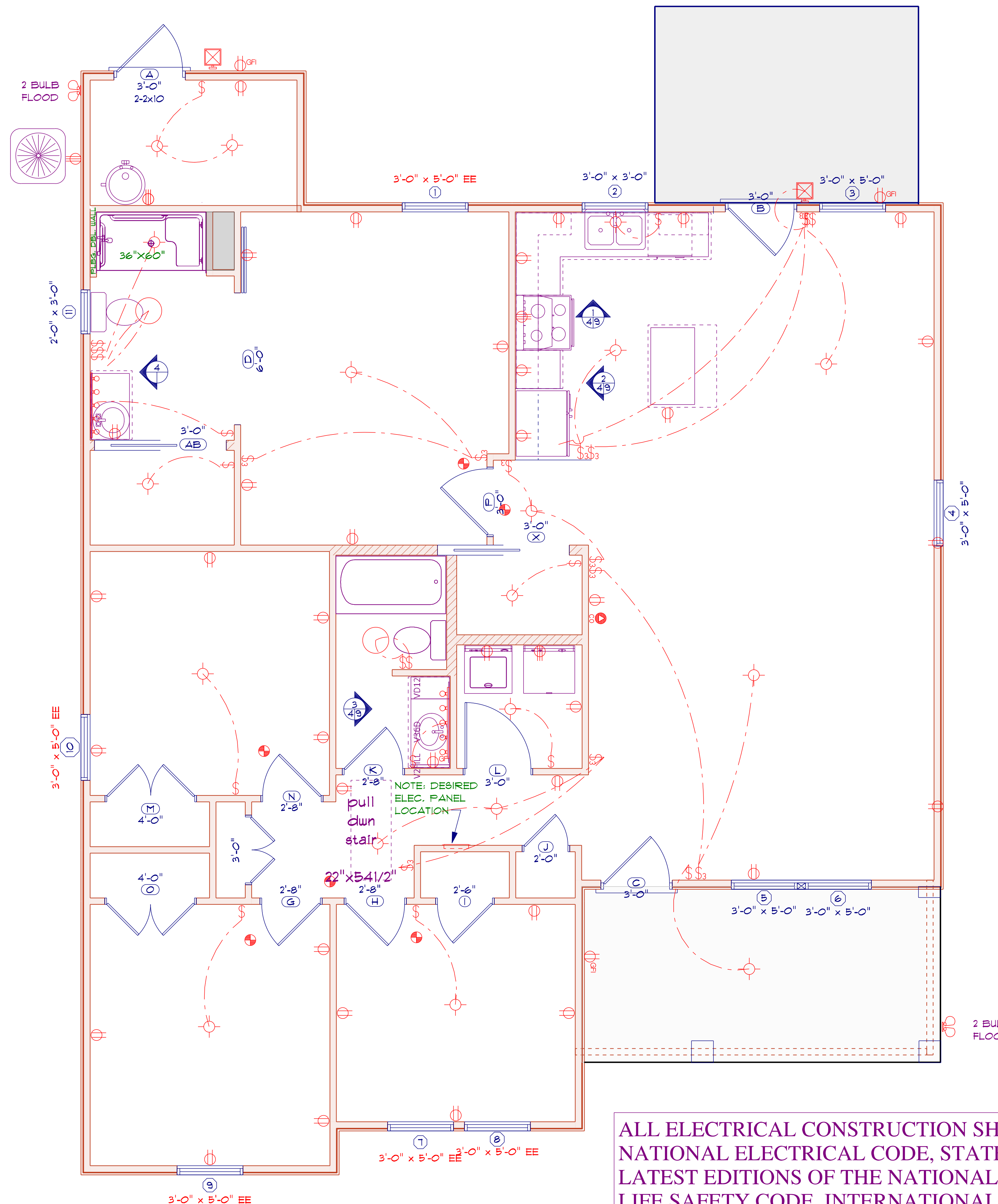
GENERAL NOTES:

1. ALL BEDROOMS SHALL BE ARC FAULT PROTECTED.
2. ALL BEDROOMS AND AREAS ADJACENT SHALL HAVE SMOKE DETECTORS.
3. ALL OUTDOORS RECEPTACLES TO BE GFI/WP TYPE.
4. ALL VENTS SHALL VENT THRU ROOF.
5. ALL OUTLETS IN BATHROOMS, KITCHEN, UTILITY, GARAGE TO BE GFI OUTLET.
6. ALL GAS LINES SHALL BE PROPERLY GROUNDED/BONDED.
7. 6" MAX OVERHANG ON ALL COUNTERS WITH ELECTRICAL OUTLETS UNDERNEATH.

NOTE:
ALL OUTLETS IN KITCHEN TO BE GFI & 42" A.F.F.

NOTE:
ALL OUTLETS IN BATHS TO BE GFI & 42" A.F.F.

NOTE:
ALL OUTLETS IN UTILITY TO BE GFI & 42" A.F.F.



NOTE: ELECTRICAL DEVICES SHOWN ARE FOR LOCALATIONAL PURPOSES ONLY. ALL ELECCTRICAL INSTALLATIONS SHALL CONFORM TO THE ENFORCED ELECTRICAL CODE.

ELECTRICAL LEGEND			
ELECTRICAL	COUNT	SYMBOL	COMMENT
ceiling light vent round	2	⊙	
co smoke comb detector	1	⊙	
electrical panel	1	⊞	
exterior light O3	2	⊞	
light	18	⊙	
outlet	36	⊙	
outlet 220v	5	⊙	
outlet gfi	4	⊙	
smoke detector	6	⊙	
spotlight double	2	⊙	
switch	15	\$	
switch 3 way	12	\$	
switch double	1	\$\$	
vanity bar light O1	2	⊙	

NOTE: ELECTRICAL & PLBG. CONTRACTOR TO PIPE NECESSARY CONDUITS AND WATER LINES/DRAINS TO KITCHEN ISLAND.

ELECTRICIAN FLOOD LIGHTS
NOTE: 3 WAY & 4 WAY SWITCHING OF FLOOD LIGHTS, FRONT FLOODS CONTROLLED FROM FRONT ENTRY AND GARAGE. REAR FLOODS ON UPPER & LOWER LEVELS CONTR. BY DOORS ON BACK SIDE OF HOUSE & BASEMENT LEVEL.

ALL ELECTRICAL CONSTRUCTION SHALL COMPLY WITH THE NEC 2020 NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES AND LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION, LIFE SAFETY CODE, INTERNATIONAL BUILDING CODE, AMERICANS WITH DISABILITIES ACT, WHERE APPLICABLE.

MAIN FLOOR - ELECTRICAL
SCALE: 3/8" = 1'-0"



Willis-Wright
 138 CADDY LANE
 CLEVELAND, GA 30628
 PHONE: 706-878-8722
 FAX: bobillingsdesign@gmail.com

APPROVED: [Signature]
 CHECKED BY: [Signature]

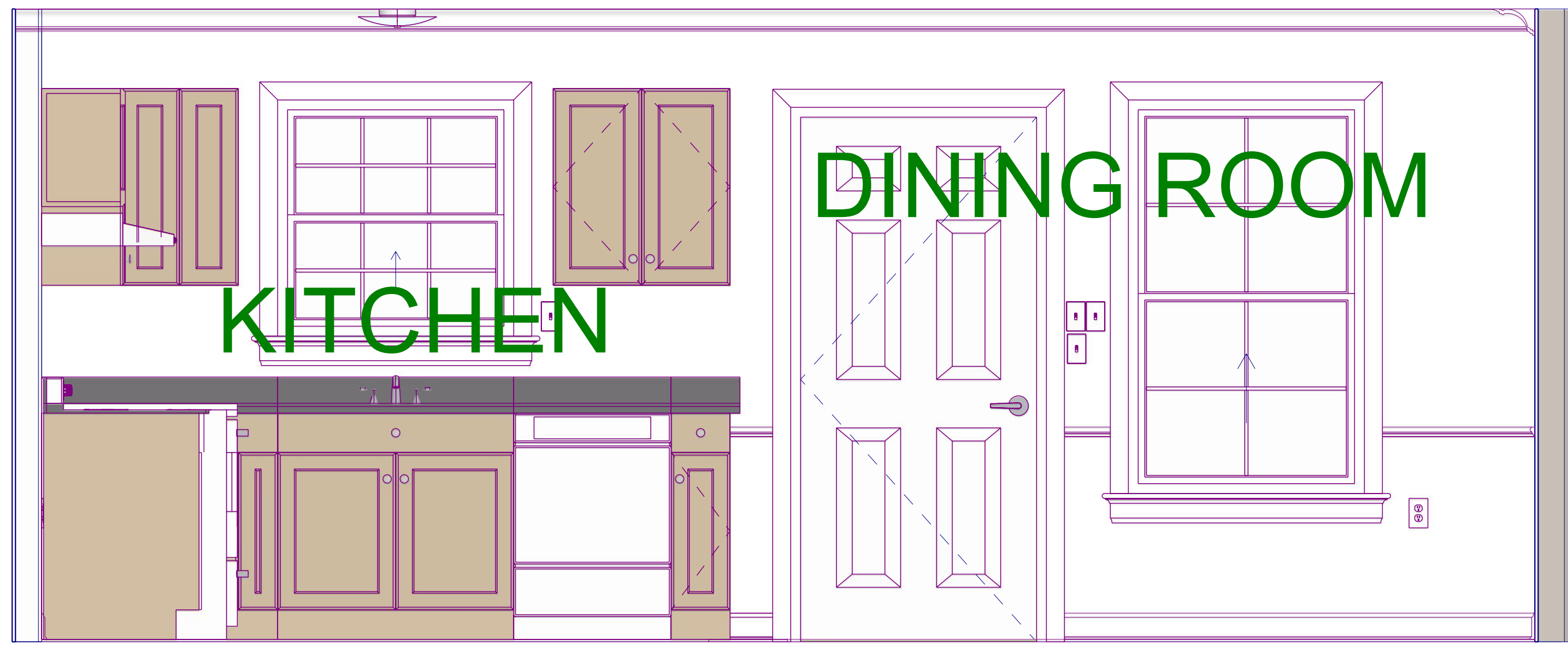
SECTION LETTER: A
 PAGE NUMBERS: 11

SCALE: 3/8" = 1'-0"
 DRAWN BY:
 DATE: Thursday, April 25, 2024

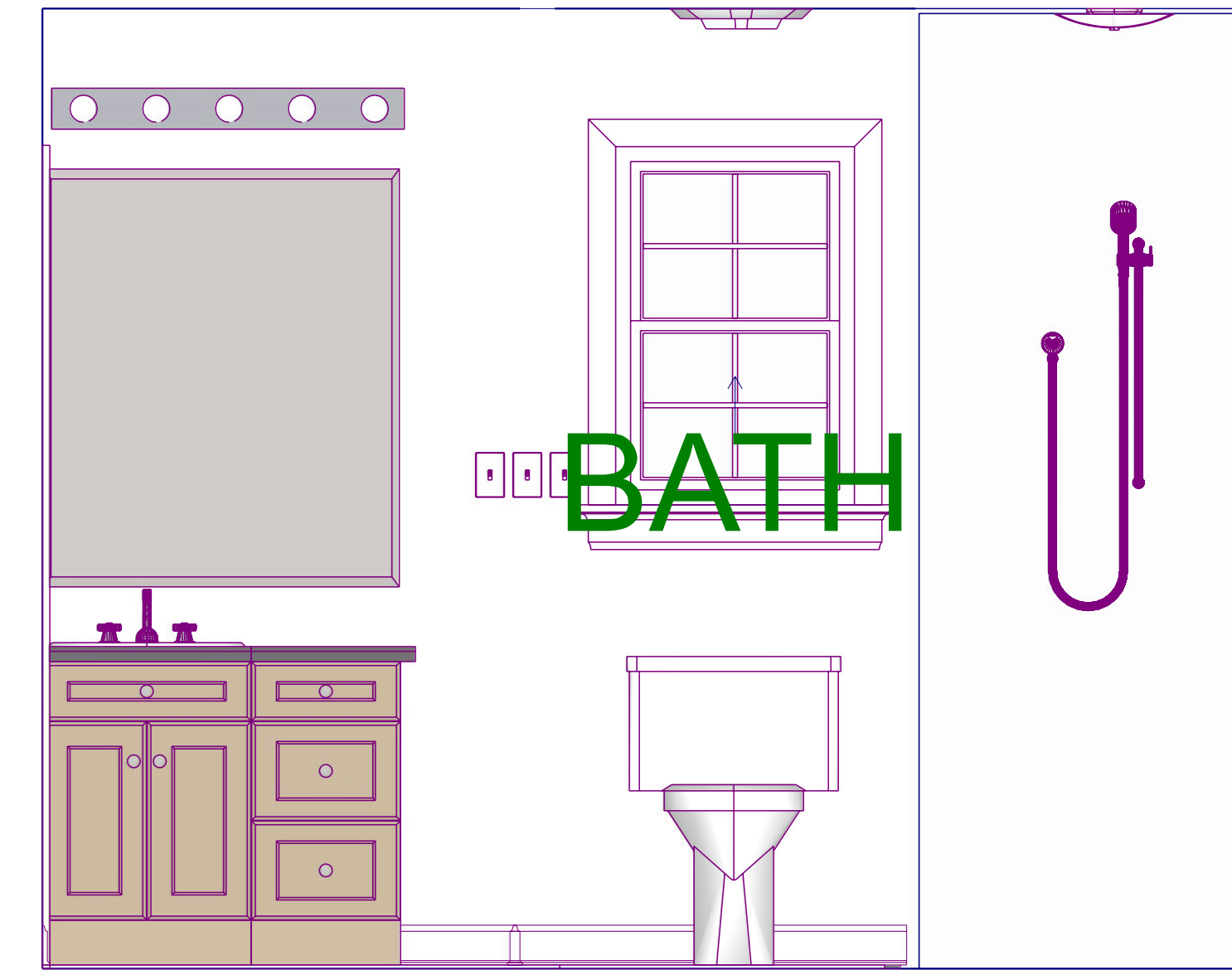
Habitat for Humanity
 PHONE: (404) 951-9694
 FAX:

We Build... Homes, Communities and Hope
 www.habitatgetnet.org

PAGE: 8/11
 ELECTRICAL



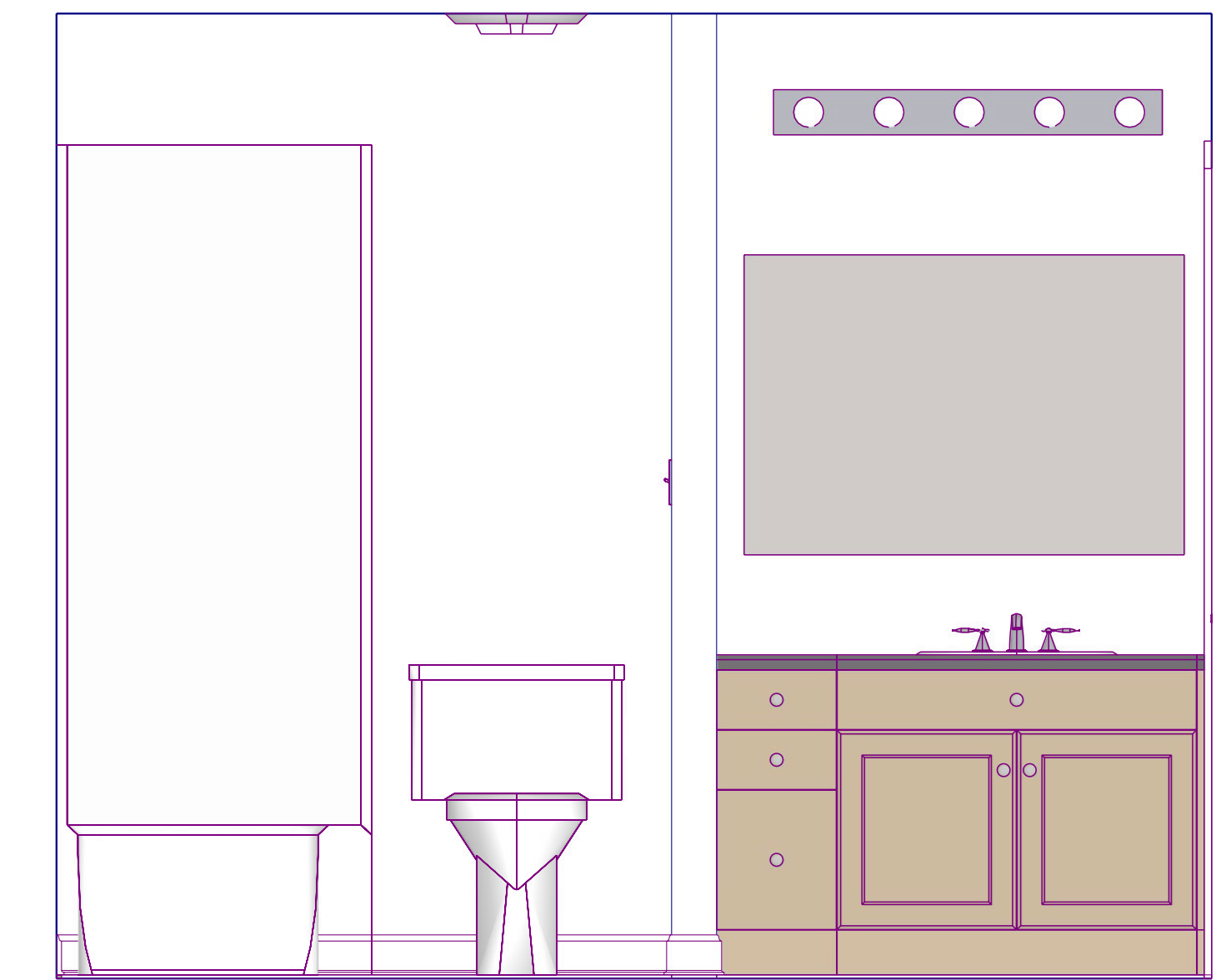
1
49 INTERIOR ELEVATION 1
SCALE: 3/4" = 1'-0"



4
49 INTERIOR ELEVATION 4
SCALE: 3/4" = 1'-0"



2
49 INTERIOR ELEVATION 2
SCALE: 3/4" = 1'-0"



3
49 INTERIOR ELEVATION 3
SCALE: 3/4" = 1'-0"



WINDOW SCHEDULE									
OPENING ID	COUNT	SIZE	ROOM SCHEDULE ID	TYPE	SCREEN	GRILLE	EGRESS	ELEVATION	HEADER MATERIAL
1	1	3'-0" x 5'-0" EE	120	WINDOW	No	Yes	Yes		Dimensional Lumber
2	1	3'-0" x 3'-0"	103	WINDOW	Yes	Yes	No		Dimensional Lumber
3	1	3'-0" x 5'-0"	109	WINDOW	Yes	Yes	Yes		Dimensional Lumber
4	1	3'-0" x 5'-0"	109	WINDOW	Yes	Yes	Yes		Dimensional Lumber
5	1	3'-0" x 5'-0"	109	WINDOW	Yes	Yes	Yes		Dimensional Lumber
6	1	3'-0" x 5'-0"	109	WINDOW	Yes	Yes	Yes		Dimensional Lumber
7	1	3'-0" x 5'-0" EE	109	WINDOW	Yes	Yes	Yes		Dimensional Lumber
8	1	3'-0" x 5'-0" EE	109	WINDOW	Yes	Yes	Yes		Dimensional Lumber
9	1	3'-0" x 5'-0" EE	109	WINDOW	Yes	Yes	Yes		Dimensional Lumber
10	1	3'-0" x 5'-0" EE	120	WINDOW	Yes	Yes	Yes		Dimensional Lumber
11	1	2'-0" x 3'-0"	120	WINDOW	Yes	Yes	No		Dimensional Lumber
12	1	2'-0" x 2'-0"		WINDOW	No	Yes	No		Dimensional Lumber

CABINET SCHEDULE					
NAME	FINISH	WIDTH	DEPTH	HEIGHT	COUNT
B9D	Maple Light	9"	24"	34.5"	2
B21D	Maple Light	21"	24"	34.5"	2
B24	Maple Light	24"	24"	34.5"	1
B24D	Maple Light	24"	24"	34.5"	1
B36D	Maple Light	36"	24"	34.5"	1
BSC36D	Maple Light	36"	24"	34.5"	1
V2FILL	Maple Light	1.5"	21"	30.5"	1
V30D	Maple Light	30"	21"	30.5"	1
V36D	Maple Light	36"	21"	30.5"	1
VD9	Maple Light	9"	21"	30.5"	2
VD12	Maple Light	12"	21"	30.5"	1
W1530F	Maple Light	15"	12"	30"	1
W2430F	Maple Light	24"	12"	30"	1
W2730F	Maple Light	27"	12"	30"	1
W3018F	Maple Light	30"	12"	18"	1
WSC3030F	Maple Light	30"	12"	30"	1

DOOR SCHEDULE					
OPENING ID	COUNT	HINGE	SIZE	TYPE	ROOM SCHEDULE ID
A	1	R	3'-0"	DOOR	109
AB	1	N	3'-0"	POCKET	120
AF	1	LR	3'-0"	DOOR	122
B	1	R	3'-0"	DOOR	109
C	1	L	3'-0"	DOOR	109
D	1	RR	6'-0"	FACE SLIDING DOOR	120
G	1	L	2'-8"	DOOR	120
H	1	R	2'-8"	DOOR	120
I	1	L	2'-6"	DOOR	120
J	1	L	2'-0"	DOOR	120
K	1	L	2'-8"	DOOR	120
L	1	L	3'-0"	DOOR	120
M	1	LR	4'-0"	DOOR	120
N	1	R	2'-8"	DOOR	120
O	1	LR	4'-0"	DOOR	120
P	1	L	3'-0"	DOOR	120
X	1	N	3'-0"	POCKET	120



PAGE: 10/11
 SCHEDULES

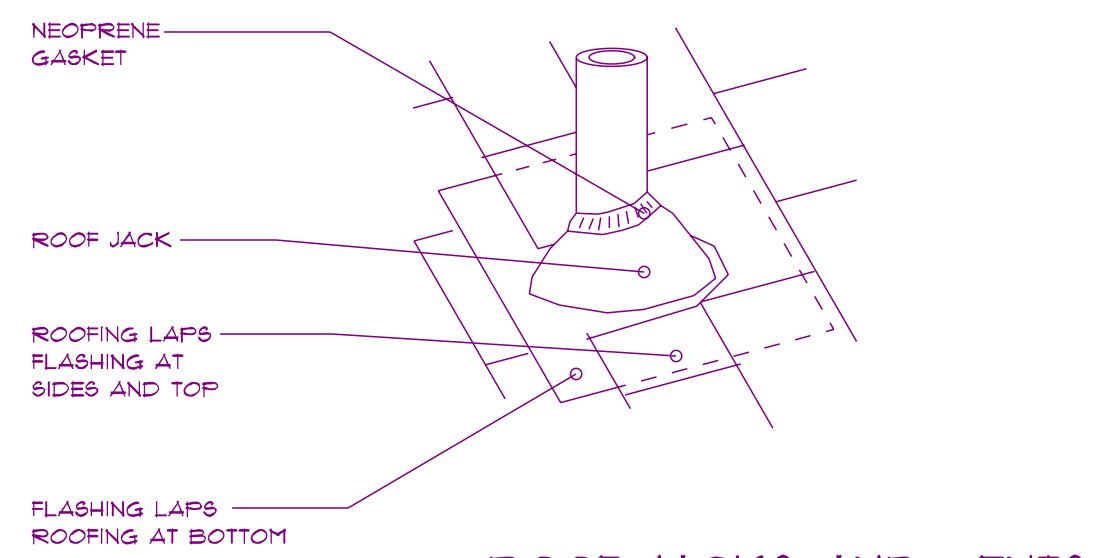
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 PAGE NUMBERS: 11

SCALE: As Noted
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 DATE: Thursday, April 25, 2024

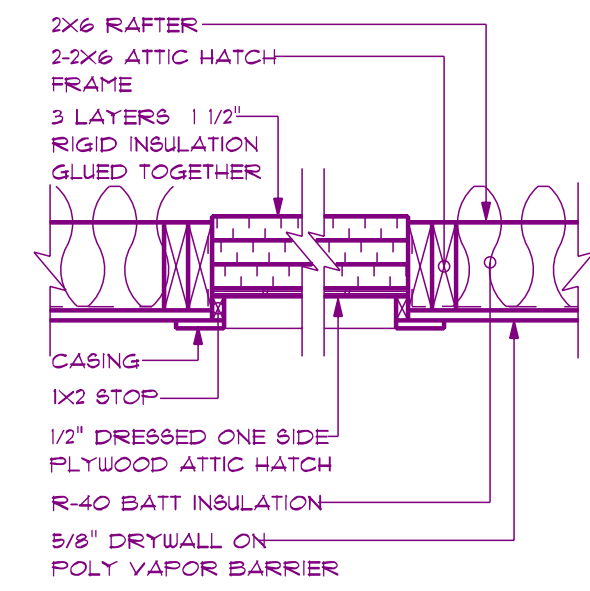
Willis-Wright
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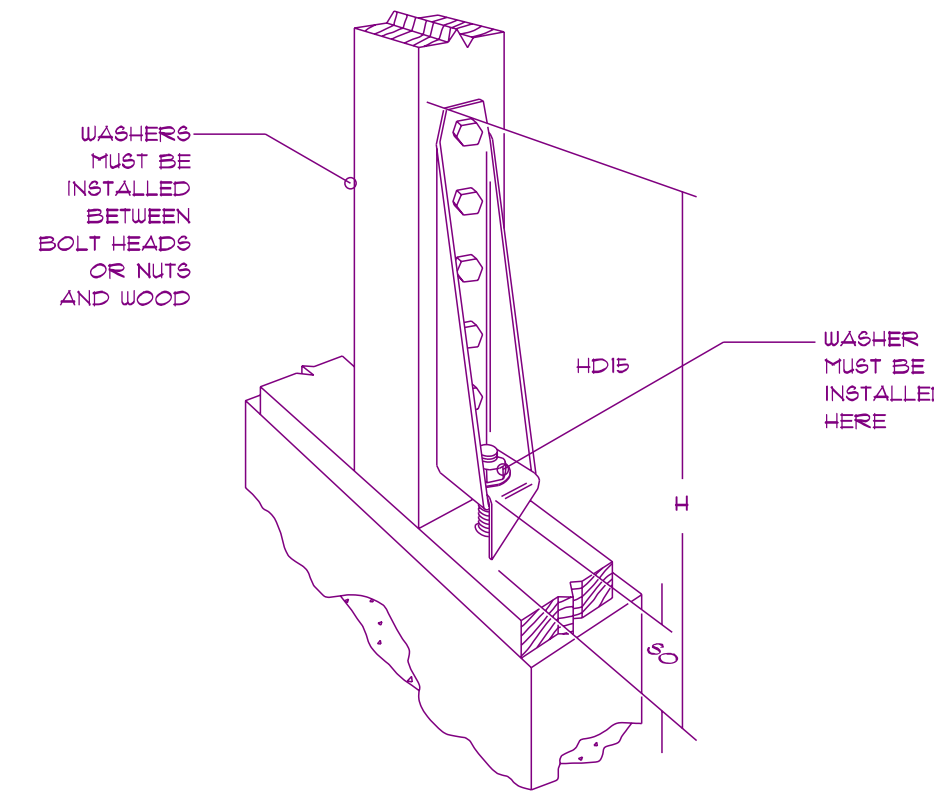
Habitat for Humanity
 PHONE: (404) 951-9694
 FAX:



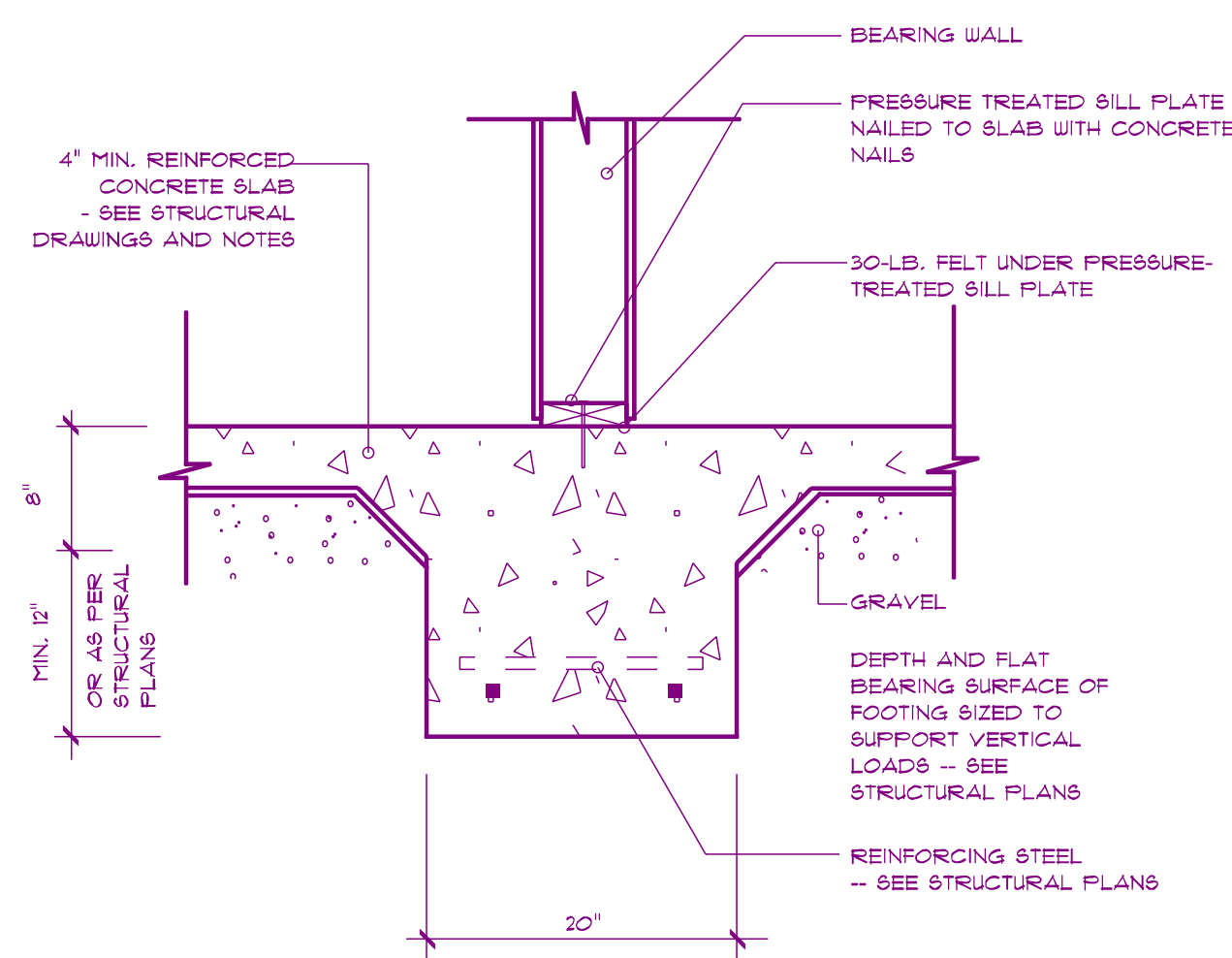
ROOF JACKS AND VENTS



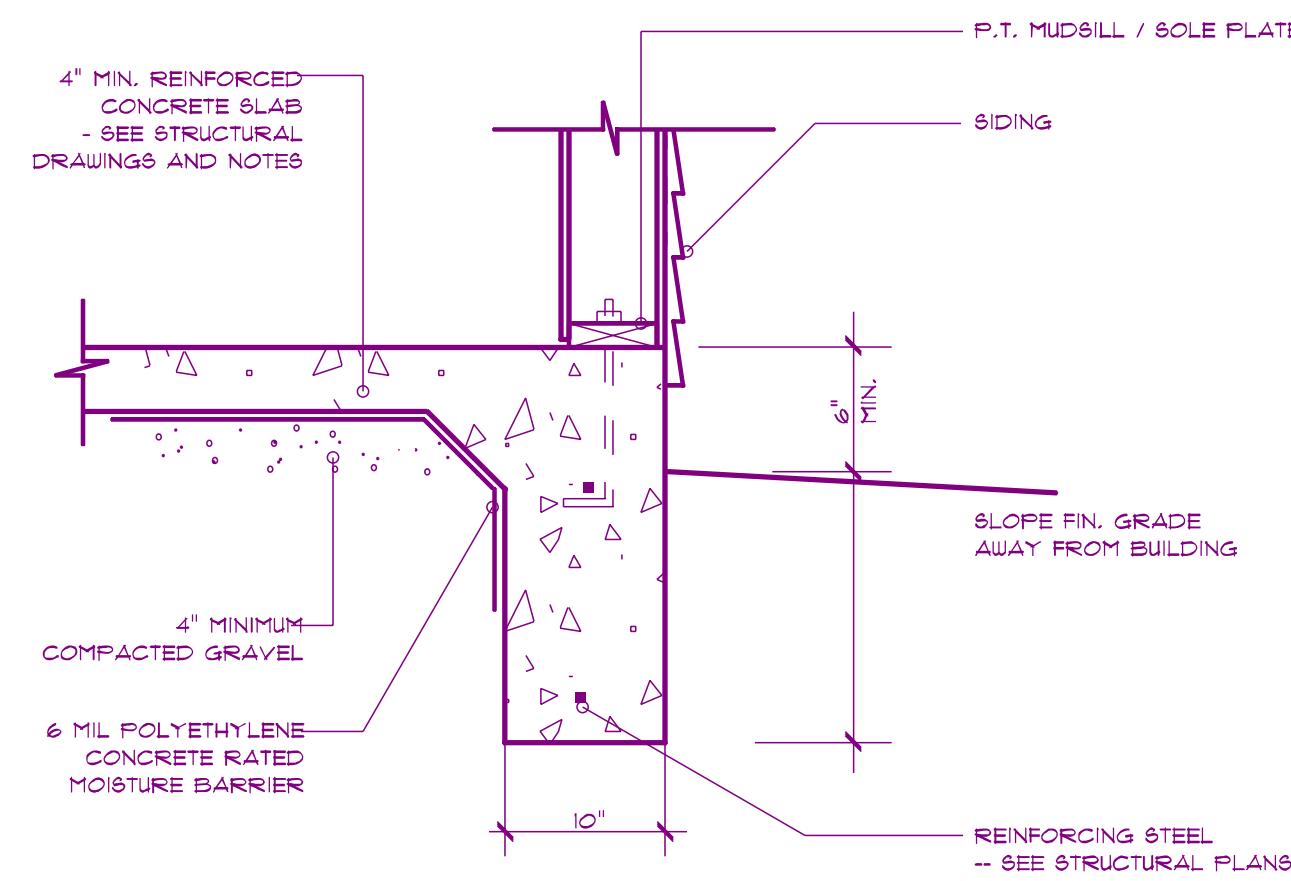
ATTIC HATCH



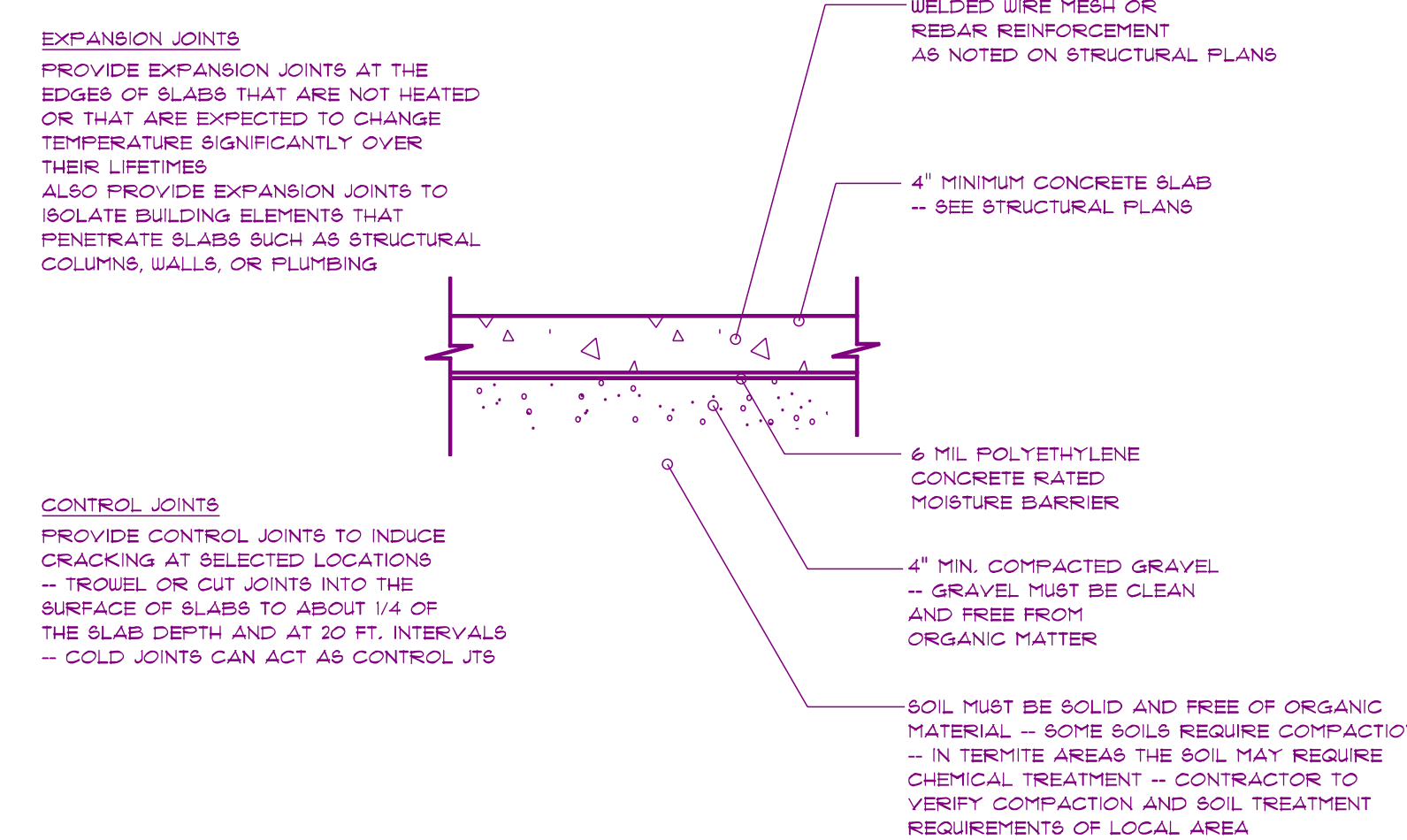
ISOMETRIC HD15 HOLDDOWN



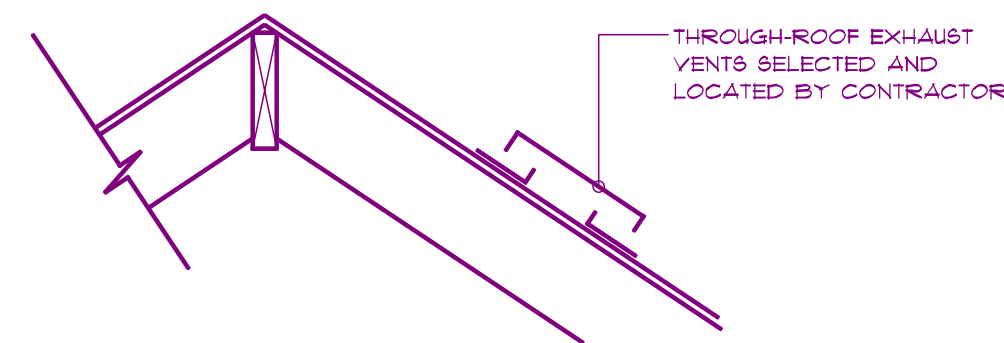
INTEGRAL SLAB FOOTING
DETAIL AT BEARING WALL



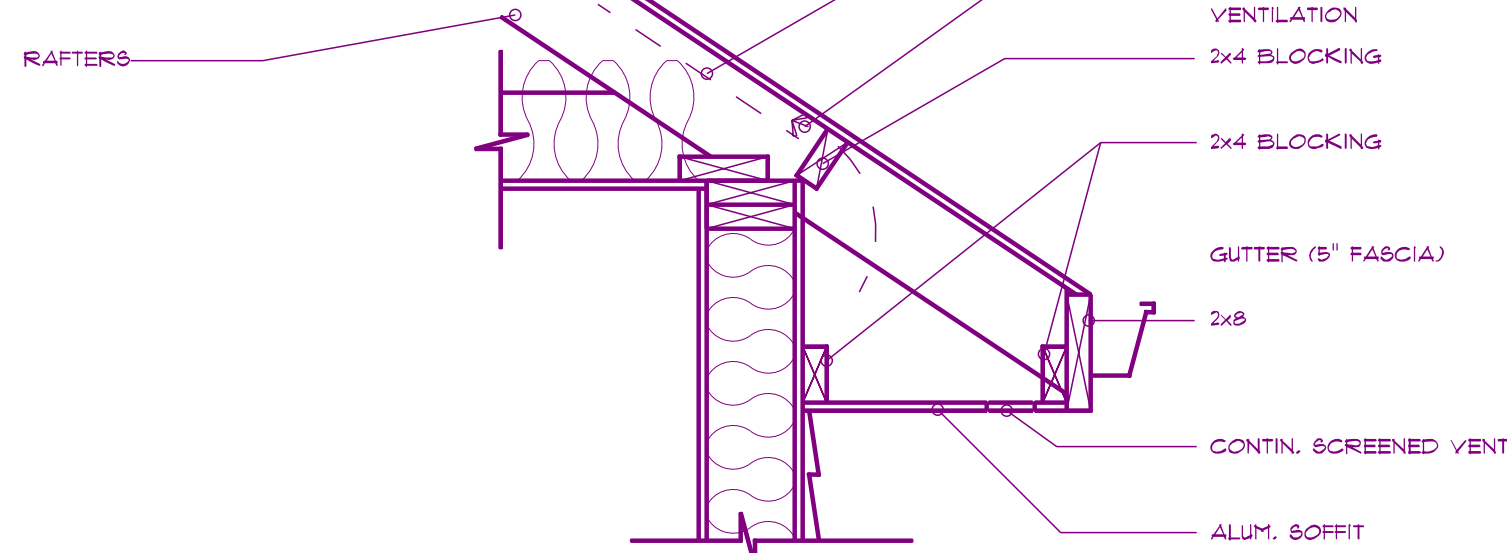
TURN-DOWN
FOOTING DETAIL



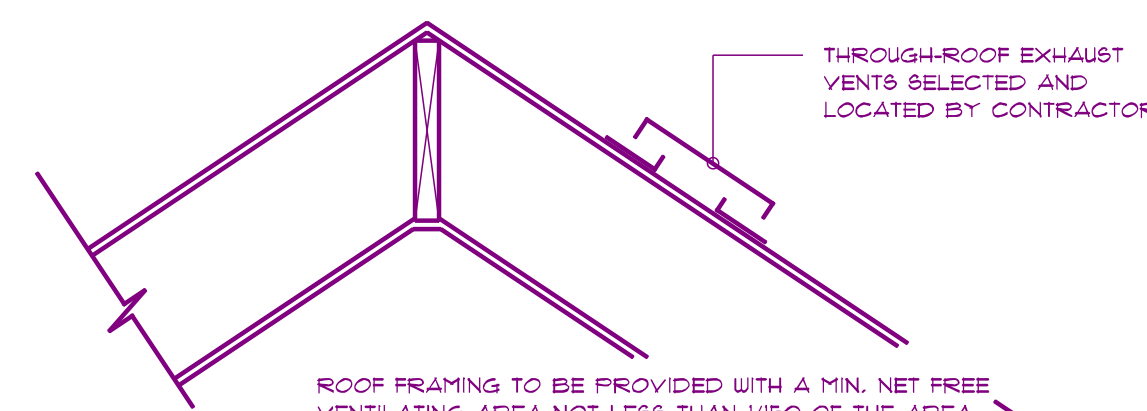
CONCRETE SLAB
DETAILS / NOTES



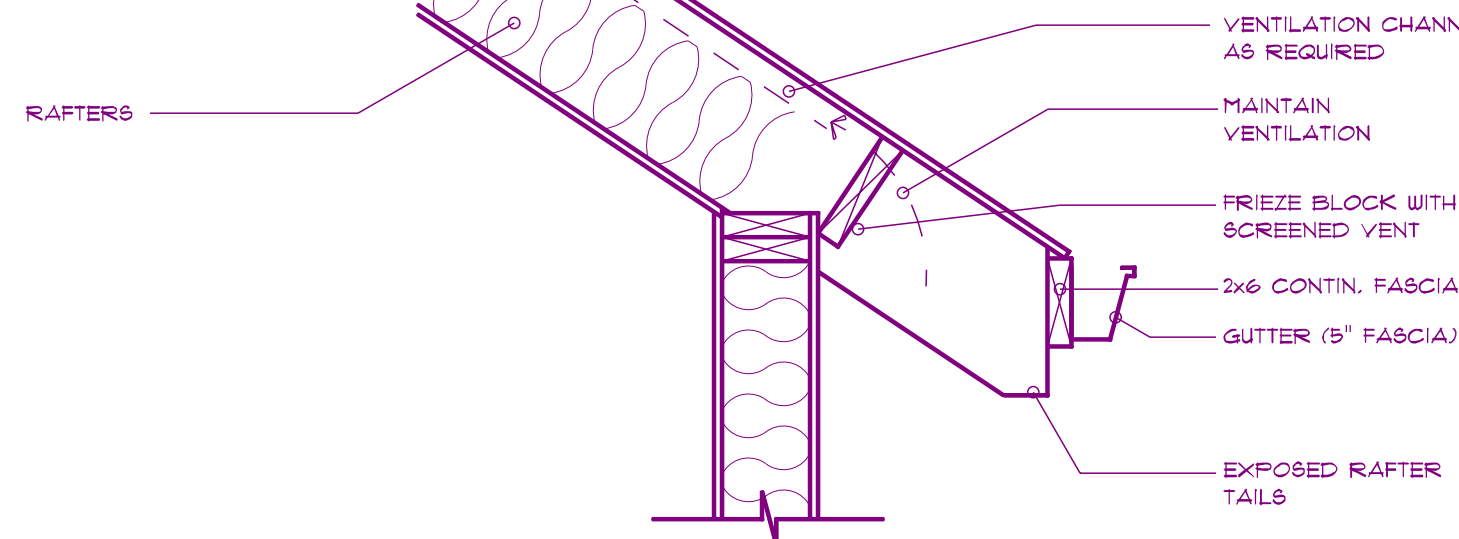
ATTIC SHALL BE PROVIDED WITH A MINIMUM NET FREE VENTILATING AREA NOT LESS THAN 1/50 OF THE AREA OF THE SPACE VENTILATED. ALL OPENINGS SHALL BE COVERED WITH CORROSION-RESISTANT METAL MESH WITH MESH OPENINGS OF 1/4 INCH IN DIMENSION.



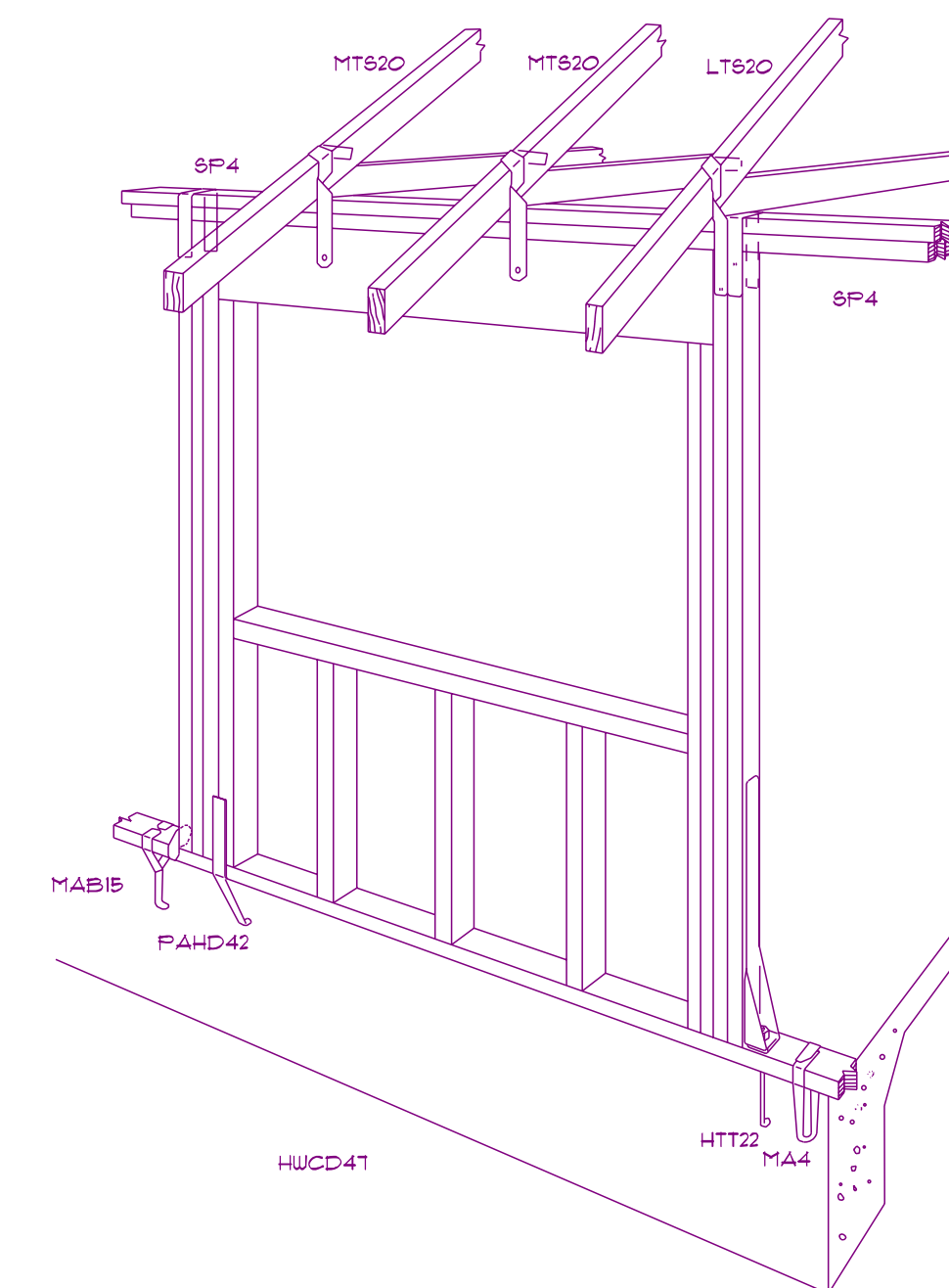
ROOF VENTILATION SOFFITED EAVE SIDING



ROOF FRAMING TO BE PROVIDED WITH A MIN. NET FREE VENTILATING AREA NOT LESS THAN 1/50 OF THE AREA OF THE SPACE VENTILATED. ALL OPENINGS SHALL BE COVERED WITH CORROSION-RESISTANT METAL MESH WITH MESH OPENINGS OF 1/4 INCH IN DIMENSION.



ROOF VENTILATION EAVE DETAIL STICK FRAME



ISOMETRIC HOLDDOWN LOCATIONS



Clifton Notes

Doors

- All exterior doors shall be 1-3/4 and insulated.
- Exterior door to patio (Opening B in Room 123) shall inswing, 9-lite, Right-Hand Entry with handset and deadbolt.
- Storage Room entry door shall be moved to the left and center 3 feet from the right (mirror what is drawn) to reduce cold air around plumbing.
- Storage room door (Opening A in Room 115) shall outswing, Left-Hand, multi-panel insulated door with deadbolt.
- Front door shall inswing, 6-lite, Left-Hand; Shaker style with handset and deadbolt
- All interior doors shall be Sant Fe style, 2-panel with arch on top, 1-3/8 MDF Composite or better.
- To improve privacy in Bedroom #1 bath, the barn doors shall open one to each side rather than ganged.

Window

- Window grilles as shown

Electric

- All lighting fixtures shall match and be of good or better quality.
- There shall be switched 2-bulb flood lights to the exterior corners. One shall be at the back left corner and the other at the front right corner
- All exterior lights are to be switched and the switches shall be located in the interior of the house at convenient locations
- Place Fan/Lights in all bedrooms and living room
- Hallway and closet lights shall be faux can
- Dining table and Kitchen sink lights shall be pendant style

Other

- Move attic HVAC unit to allow more attic storage
- Place 5/8" or better OSB in areas around HVAC for additional storage,\
- Entire storage shall be insulated (ceilings and walls) and covered in 7/16" OSB except where plumbing will not allow.
- Driveway must accommodate two cars and have a turn-around



TO: Prospective Bidders
FROM: HOME Program Analyst
SUBJECT: Federal Construction Certifications

The following Federal Construction Grant Certifications apply to your proposal or bid. Please complete the required information and submit with your proposal or bid.

If you have any questions, please contact:

Gwinnett County
Department of Planning and Development
Housing and Community Development
One Justice Square, 446 West Crogan Street, Suite 420
Lawrenceville, GA 30046-2439
Telephone: 678-518-6008
Email: cdbghome@gwinnettcountry.com

Federal Construction Certifications Applicable To This Proposal or Bid:

In accordance with the Housing and Community Development Act of 1974 [hereinafter referred to as "The Act"], as amended, Community Development Block Grant Program regulations [24 CFR Part 570], HOME Investment Partnerships Program [24 CFR Part 92], Neighborhood Stabilization Program as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act, American Recovery and Reinvestment Act of 2009, Housing and Economic Recovery Act (HERA) of 2008, and Consolidated Plan regulations [25 CFR Part 91], the Contractor certifies that:

(a) Regulation Compliance – The Scope of Work for this funded project/activity will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d et sec.);
2. The Fair Housing Act (42 U.S.C. 3601-20); and
3. Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

(b) Anti-Lobbying – To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Contractor will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the contract documents for all sub-contractors at all tiers and that all sub-contractors shall certify and disclose accordingly.

(c) Drug Free Workplace – Contractor will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's and Subcontractor's workplaces and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) Policy for maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) 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;
5. Notifying the Grantee (Gwinnett County) in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including name and position title, to the Grantee's (Gwinnett County) officer or other designee on whose contract activity the convicted employee was working. Notice shall include the identification of each affected Contract;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - (a) 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
 - (b) 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The Contractor must insert in the space provided below the site(s) for the performance of work done in connection with the specific project/activity:

Location of Project

Street address	City	State	Zip Code
----------------	------	-------	----------

Check here [] if there are workplaces on file that are not identified here; and Contractor will comply with the provisions of the Act and with other applicable laws.

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

EQUAL OPPORTUNITY PROVISION CERTIFICATIONS
[EXECUTIVE ORDER 11246]
EQUAL OPPORTUNITY PROVISIONS:

A. Executive Order 11246 (Contractors/Subcontracts above \$10,000)

1. Section 2012 Equal Opportunity Clause:

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provided setting forth provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provide however, that in the event a contractor becomes involved in, or is threatened with, litigation with

Exhibit D-2.1: The Clifton Home Plan Notes

a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United State to enter into such litigation to protect the interest of the United States.

SPECIAL EQUAL OPPORTUNITY PROVISIONS:

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contractor, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships.

(2) The Contractor shall post in conspicuous places, available to employees and other applicants for employment, notices to be provided by Contracting Officer set forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and Full Address of Bidder _____

1. Has the Bidder participated in a previous contract or subcontract subject to the Equal Opportunity Clause?

Yes No

2. Were Compliance Reports required in connection with such contract(s) or subcontract(s)?

Yes No

3. Has the Bidder completed all compliance instructions, including the SF-100?

Yes No None Required

4. Have you ever been or are you being considered for sanction(s) due to a violation of Executive Order 11246, as amended?

Yes No

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION BY PROPOSED SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor _____

Project Number _____

INSTRUCTIONS

This certification is required pursuant to Executive order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

SUBCONTRACTOR'S CERTIFICATION

Name and Full Address of Subcontractor _____

1. Has the Subcontractor participated in a previous contract or subcontract subject to the Equal Opportunity Clause? Yes No
2. Where Compliance Reports required in connection with such contract(s) or subcontract(s)?
 Yes No
3. Has the Subcontractor completed all compliance instructions, including the SF-100?
 Yes No None Required
4. Have you ever been or are you being considered for sanction(s) due to a violation of Executive Order 11246, as amended? Yes No

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

CERTIFICATION OF NONSEGREGATED FACILITIES

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF NONSEGREGATED FACILITIES**

INSTRUCTIONS

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/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of his/her certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, 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 are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

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

CERTIFICATION BY BIDDER

Name of Company

Address, City, State, Zip

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF NONSEGREGATED FACILITIES**

INSTRUCTIONS

The subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The subcontractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, any location under his/her control where segregated facilities are maintained. The subcontractor agrees that a breach of his/her certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, 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 are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The subcontractor agrees that (except where he/she has obtained identical certification from proposed subcontractors specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

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

SUBCONTRACTOR'S CERTIFICATION

Name of Company

Address, City, State, Zip

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them 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 governmental 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 the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. 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.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 may terminate this transaction for cause of default.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has 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 meanings 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 these 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 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 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Nonprocurement List.

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 lower covered transaction knowingly enters into a lower tier covered transaction with a person who is 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.

Name of Company

Address, City, State, Zip

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

SECTION 3 PLAN

SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968 [135.38 SECTION 3 CLAUSE]

SECTION 3 PLAN

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- 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).

SECTION 3 PLAN FORMAT

_____ (Name of Contractor), Agrees to implement the following specific Section 3 Plan directed at increasing the utilization of lower income residents and businesses within Gwinnett County.

- A. To ascertain from the Gwinnett Community Housing and Community Development Office the exact boundaries of the Section 3 covered project area. And, where advantageous, seek the assistance of local officials in preparing and implementing the Firm's Section 3 Plan.
- B. To recruit from within the Project Area and Gwinnett County the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and through community organizations and public or private institutions operating within or serving the project area and Gwinnett County such as the Chamber of Commerce, the Georgia Department of Labor, the JTPA Program, the Urban League, the NAACP, the Local Housing Authorities, and related organizations. The firm will provide Gwinnett County with details on the specific actions which were taken to recruit within the project service area, and within Gwinnett County.
- C. To obtain a list of all lower income area residents who have applied, either on their own or by referral from any source, and to employ such persons, if otherwise eligible, and if a vacancy exists. The firm will submit a list of the residents identified, the sources from which these names were obtained, and any on-going actions which will be made to obtain such lists of eligible Section 3 residents once the Contractor , and all subcontractors, initiate any hiring actions.
- D. To insert the Section 3 Plan in all bid proposal documents, and to require all bidders on subcontracts to submit a Section 3 Plan, including numeric goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program. The firm will identify all contacts made, dates for each, and the agreements obtained from each person/agency contacted.
- F. To insure that all appropriate Section 3 business concerns are notified of pending subcontract opportunities. The firm will detail how the Contractor and subcontractors, will meet the Section 3 contract numeric goals (See TABLE B "Goals" attached), or explain in detail why the numeric goals cannot be met.
- G. To maintain records (Monthly Section 3 Report), including copies of correspondence, memoranda, etc., which document that all of the above action steps have been taken. Any documents which demonstrate that the Contractor will be successful in meeting its overall goals will be incorporated in the Section 3 Plan which is submitted as a part of the Contractor 's bid proposal.
- H. To appoint or recruit an executive official of the Contractor, _____, as Section 3 Officer to coordinate the implementation of this Section 3 plan.

- I. To attach Table A – Work Force Needs, on which will be listed all projected work force needs for all phases of this project, by occupation, trade, skill level and number of positions, along with the number of new hires anticipated for this project, and the number of Section 3 residents for which jobs will be made available.

- J. To prepare a detailed Section 3 Plan which addresses, at a minimum, all of the items contained herein. The Contractor is encouraged to provide any other details, and specific information which explains how the firm will meet, or exceed, the numeric goals for Section 3– Employment and Contractual.

[SIGNATURES ON NEXT PAGE]

SECTION 3 PLAN – SIGNATURE PAGE

As officers and representative of _____ (Name of Contractor /Contractor), we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

Name and Title of Additional Signatory

Signature of Additional Signatory

Signature Date

SECTION 3 PLAN – TABLE B

GOALS

A. Section 3 Residents - New Hires

Numerical Goals for Resident Employment

For all Section 3 covered contracts [\$100,000 or more], Contractor s, and their subcontractors, may demonstrate compliance by committing to employ Section 3 residents as a percentage of the aggregate new hires for each year over the duration of the Section 3 project. The 30 percent of the aggregate number of new hires constitute a safe harbor for Contractor s and subcontractors:

Each Contractor , or Subcontractor, must meet the following employment hiring preferences in order to comply with this Section.

- (1) Residents who reside in the project service area, neighborhood, or within Gwinnett County.
- (2) Participants in any HUD Youthbuild Programs within Gwinnett County
- (3) Other residents, such as public housing, Section 8, JTPA or other very low- and low-income residents within Gwinnett County.
- (4) If McKinney Homeless Assistance Act funds [i.e., ESG Program or other McKinney Funds received by Gwinnett County] are used on a covered Section 3 project, then homeless persons residing in the project service area must be given the highest priority.

B. Section 3 Business Concerns

Numerical Goals For Contracting

For all Section 3 contracts, Contractor and their subcontractors may demonstrate compliance by committing to award to Section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for "building trades work", arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other Section 3 covered contracts, i.e., management, clerical, professional services.
- (3) Section 3 Business Concern: A Section 3 Business Concern is defined as a company that meets one or more of the following criteria:
 - (a) 51% of the business is owned by Section 3 residents.
 - (b) 30% of the employees are Section 3 residents.
 - (c) 25% of the total subcontracts are awarded to other businesses that meet 3 (a) or (b).

C. Definitions

Section 3 Residents - (1) A public housing resident, or (2) an individual who resides in Gwinnett County and is a low-income person, or very low-income person. Low-income person is defined as to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the Metropolitan Atlanta area. A very Low- income person is defined as to mean families (including

single persons) whose incomes do not exceed 50 per centum of the median income for the Metropolitan Atlanta area.

Section 3 Business Concerns - means a business concern that is (1) 51 percent or more owned by Section 3 residents; or (2) whose permanent, full - time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) and (2) of this definition.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND NONSEGREGATED FACILITIES

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract: and
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

CERTIFICATION BY BIDDER

Name of Company

Address, City, State, Zip

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND NONSEGREGATED FACILITIES

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract; and
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

SUBCONTRACTOR'S CERTIFICATION

Name of Company

Address, City, State, Zip

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

**CERTIFICATION OF CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

Name of Project

Project Number (if applicable)

The undersigned, having executed a contract for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract; and
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontracts and any lower tier subcontractors, is his responsibility.

The undersigned certifies that:

- (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).; and
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest in designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- (c) He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

CONTRACTOR'S CERTIFICATION

Legal Name and Business Address of Contractor:

The undersigned is:

- A Single Proprietorship
- A Corporation Organized in the State of _____
- A Partnership
- Other Organization – Describe _____

[Certification Continues on the Next Page]

CONTRACTOR'S CERTIFICATION (continued)

The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

Name	Title	Nature of Interest

The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

Name	Title	Trade Classification

Name of Company

Address, City, State, Zip

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, ... makes, passes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

Name of Project _____

Project Number (if applicable) _____

The undersigned, having executed a contract for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract; and
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontracts and any lower tier subcontractors, is his responsibility.

The undersigned certifies that:

- (a) Neither he nor any firm, partnership, or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)); and
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership, or association in which such subcontractor has a substantial interest in designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- (c) He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

SUBCONTRACTOR'S CERTIFICATION

Legal Name and Business Address of Subcontractor: _____

The undersigned is:

- A Single Proprietorship Corporation Organized in the State of _____
- A Partnership Other Organization – Describe _____

[Certification Continues on the Next Page]

SUBCONTRACTOR'S CERTIFICATION (continued)

The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

Name	Title	Nature of Interest

The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

Name	Title	Trade Classification

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, ... makes, passes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

APPENDIX TO FEDERAL CONSTRUCTION CERTIFICATIONS

APPENDIX 1

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and/or submitting this application or grant agreement, the contractor is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For contractors other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).
4. For contractors who are individuals, Alternate II applies. (Not applicable to entitlement grantees).
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If know, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

APPENDIX 2

FEDERAL LABOR STANDARDS PROVISIONS U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 Part3), 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 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 particular 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 on 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification within 30 days of receipt and so advise HUD or its designee or within the 30-day period that additional time is necessary. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics is to be employed in the classification or their representative, 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 for the 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. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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 laborers 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 asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. Withholding. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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 then are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 contribution or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(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 any costs reasonably anticipated in providing benefits under a plan or program described in Section I(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. (Approved by the Office of Management and Budget under OMB Control number 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased for the Superintendent of Documents (Federal Stock number 029-005-00014-1), 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 1215-0149).

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentices, and trainee) employed on the contract during the payroll period has been paid the fully 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.

(3) 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.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for the submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certification may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3. (i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant, or owner, 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.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to an 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, or with a States

Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration 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 above, 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 ration 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 progress, expressed as a percentage of the journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event of the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) 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 on 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 on 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 on the wage determination for the 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 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may be appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 FCFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. 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.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010 Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters, or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violations: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on the account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under work conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontracts as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX 3

BUILD AMERICA, BUY AMERICA ACT (BABA)

BUILD AMERICA, BUY AMERICA ACT (BABA)
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

I. Overview of Build America, Buy America Act

The Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products. The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD. In BABA and for purposes of this Notice, the Federal infrastructure spending with a BAP is referred to as "Federal financial assistance" or "FFA." Under Section 70912(7), FFA for infrastructure "projects" includes the "construction, alteration, maintenance, or repair of infrastructure in the United States". Under Section 70914(a), the use of American iron and steel, construction materials, and manufactured products applies to funding from CPD programs for infrastructure projects. However, the BAP does not apply to "pre and post disaster or emergency response expenditures" under Section 70912(4)(B). A list of CPD disaster or emergency funding meeting these criteria can be found in Section III. Effective May 14, 2022, the BAP applies to infrastructure spending unless an agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference 3 would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, under Section 70914(c), the head of a Federal agency, including HUD, must make publicly available a detailed written explanation for the proposed determination to issue the waiver and provide a period of not less than 15 days for public comment on the proposed waiver. Additional details on waivers can be found in Section IV.

II. Definitions

Key terms that have relevance to the interpretation and implementation of the BAP for CPD programs are defined in the BABA statute and may be found in 2 CFR part 184 and OMB guidance.

A. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)

B. Buy America Preference is defined in 2 CFR § 184.3 and means the "domestic content procurement preference" set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated

unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

C. Categorization of Articles. The term “categorization of articles” refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:

- i. Iron or steel products;
- ii. Manufactured products;
- iii. Construction materials; or
- iv. Section 70917(c) materials.

An article, material, or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the Buy America Preference for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

D. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

E. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or 5 supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- i. Non-ferrous metals;
- ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- iii. Glass (including optic glass);
- iv. Fiber optic cable (including drop cable);
- v. Optical fiber;
- vi. Lumber;
- vii. Engineered wood, and
- viii. Drywall.

(2) Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.

F. Covered Materials includes the following when used in connection with an Infrastructure Project:

- (A) all iron and steel;
- (B) all Manufactured Products; and
- (C) all Construction Materials.

G. Covered CPD Programs. The term “covered CPD programs” means any Federal financial assistance administered by CPD that is used for infrastructure purposes, excepting expenditures related to pre and post disaster or emergency response.

H. Grantee. The term “grantee,” as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

I. Federal Financial Assistance (FFA) has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a Non-Federal Entity for an Infrastructure Project, except that it does not include:

(A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or

(B) pre and post disaster or emergency response expenditures.

J. Infrastructure is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other 6 maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

K. Infrastructure Project. The term “infrastructure project” is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

L. Iron and Steel Products. The term “iron and steel products” is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

M. Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

N. Made in America Office. The term “Made in America Office” or “MIAO” means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.

O. Manufactured Products is defined in 2 CFR 184.3 and means:

(1) Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or

(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

P. Manufacturer is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.

Q. Non-Federal Entity means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization, as provided in 2 CFR 200.1. Public Housing Agencies are Non-Federal Entities.

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R. Not Listed Construction Materials. The term “not listed construction materials” refers to the category of construction materials that are subject to the BAP, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
- ii. glass (including optic glass); and
- iii. drywall.

S. Obligate. The term “obligate,” for purposes of HUD’s phased implementation of BABA, means the date that HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of Federal financial assistance. The milestone that establishes an obligation date depends on each program but for many CPD programs, such as CDBG, the obligation date occurs upon HUD’s execution of the grant agreement.

T. OMB Guidance. The term “OMB guidance” refers to 2 CFR Part 184, the “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure” (M-24-02), issued October 25, 2023, by the Office of Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This guidance is applicable to the heads of all Federal agencies for the implementation of BABA’s Buy America Preference.

U. Pre and Post Disaster or Emergency Response Expenditures. The term “pre and post disaster or emergency response expenditures” means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre- and post-disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

V. Produced in the United States is defined in 2 CFR 184.3 and means:

i. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. In the case of manufactured products:

1. The product was manufactured in the United States; and

2. The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.

iii. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

W. Project. The term “project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. (Section 70912(7) of BABA).

X. Section 70917(c) Materials. The term “section 70917(c) materials” is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. These materials are not considered “construction materials” for the purpose of BABA implementation.

Y. Specifically listed construction materials. The term “specifically listed construction materials” for HUD programs includes:

- a. non-ferrous metals;
- b. lumber;
- c. composite building materials; and
- d. plastic and polymer-based pipe and tube.

III. Buy America Preference Waivers Currently in Effect for HUD Programs

Under Section 70914(b), HUD is able to issue, after consultation with OMB’s MIAO, general waivers, and project-specific waivers to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. In order for HUD to consider either a general or project specific waiver request and be able to review it with OMB, the waiver must include a detailed written explanation and allow for the public to comment for at least 15 days, as required under Section 70914(c).

APPENDIX 4

APPLICABLE DAVIS BACON WAGE RATE DECISION

**HUD-4010
Federal Labor Standards Provisions**

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

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that 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 be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
 - iv **Required disclosures and access**
 - A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 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.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B.** A contracting agency for its procurement costs;
 - C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
 - D.** A contractor’s assignee(s);
 - E.** A contractor’s successor(s); or
 - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: GA20240049 09/20/2024

Superseded General Decision Number: GA20230049

State: Georgia

Construction Type: Residential

Counties: Carroll, Cherokee, Coweta, Dawson, Douglas, Gwinnett, Haralson, Heard, Henry, Jasper, Meriwether, Newton, Paulding, Pickens, Pike and Spalding Counties in Georgia.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	09/20/2024

* ENGI0474-009 07/01/2024

Henry and Jasper Counties

	Rates	Fringes
Operating Engineers: Backhoe, Bulldozer, Compactor, and Loader.....	\$ 30.17	17.70

* ENGI0926-011 07/01/2024

Carroll, Cherokee, Coweta, Dawson, Douglas, Gwinnett, Haralson,
Heard, Meriwether, Newton, Paulding, Pickens, Pike, and
Spaulding Counties

	Rates	Fringes
Operating Engineers: Backhoe, Bulldozer, Compactor, and Loader.....	\$ 28.00	12.03

SHEE0085-006 08/01/2023

	Rates	Fringes
SHEET METAL WORKER (including HVAC duct installation) Buildings over 100,000 square feet.....	\$ 32.60	15.52
Buildings up to 100,000 square feet.....	\$ 25.49	11.73

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

* SUGA2008-105 08/14/2008

	Rates	Fringes
BRICKLAYER.....	\$ 13.83 **	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 12.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.02 **	3.52
DRYWALL FINISHER/TAPER.....	\$ 13.45 **	0.00
DRYWALL HANGER.....	\$ 11.42 **	0.00
ELECTRICIAN, Includes Installation of Alarms.....	\$ 11.57 **	0.00
FORM WORKER.....	\$ 8.50 **	0.16
HVAC MECHANIC (HVAC Pipe Installation).....	\$ 11.14 **	0.00

LABORER: Common or General.....	\$ 10.19 **	0.00
LABORER: Mason Tender.....	\$ 8.00 **	0.00
OPERATOR: Excavator.....	\$ 8.96 **	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 10.57 **	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 10.95 **	0.00
ROOFER.....	\$ 11.50 **	0.00
TILE SETTER.....	\$ 11.07 **	0.00
TRUCK DRIVER.....	\$ 12.13 **	0.00

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

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISION"