RESIDENTIAL REHABILITATION BID DOCUMENT SPECIFICATIONS

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INDEX

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Part I: General Conditions</td>
</tr>
<tr>
<td></td>
<td>Part II: Special Conditions</td>
</tr>
<tr>
<td>II</td>
<td>Demolition</td>
</tr>
<tr>
<td>III</td>
<td>Concrete Work</td>
</tr>
<tr>
<td>IV</td>
<td>Masonry</td>
</tr>
<tr>
<td>V</td>
<td>Carpentry</td>
</tr>
<tr>
<td>VI</td>
<td>Stucco/Plastering/Wallboard</td>
</tr>
<tr>
<td>VII</td>
<td>Roofing/Sheet metal</td>
</tr>
<tr>
<td>VIII</td>
<td>Caulking</td>
</tr>
<tr>
<td>IX</td>
<td>Painting &amp; Decorating</td>
</tr>
<tr>
<td>X</td>
<td>Floors</td>
</tr>
<tr>
<td>XI</td>
<td>Plumbing</td>
</tr>
<tr>
<td>XII</td>
<td>Heating &amp; Air</td>
</tr>
<tr>
<td>XIII</td>
<td>Electrical</td>
</tr>
<tr>
<td>XIV</td>
<td>Landscaping</td>
</tr>
<tr>
<td>XV</td>
<td>Tile</td>
</tr>
<tr>
<td>XVI</td>
<td>Termite Treatment</td>
</tr>
</tbody>
</table>

SECTION II: DEMOLITION

1. The Contractor shall complete demolition work as indicated on the drawings or in the work write-up.
2. All debris resulting from demolition operations shall be removed as it accumulates and not allowed to be stored on site.
3. Debris shall not be burned on the site.
4. Demolition shall be conducted in a safe and workmanlike manner.
5. Portions or parts of the structure or property not to be demolished and intended to remain intact shall be repaired or replaced.
6. All surplus materials to be removed shall become the property of the Contractor and shall be removed from the premises unless otherwise directed.

SECTION III: CONCRETE WORK

1. The concrete mix shall be one part Portland Cement, 2 parts clean washed sand, and 5 parts clean gravel by volume.
   The water shall not exceed 8 gallons per bag or cement and shall be potable.
2. No concrete shall be poured when the temperature of the surrounding air is below 40 degrees F without taking protective measures from freezing.
3. Footings shall be a minimum of 12” below the undisturbed natural grade and not less than two (2) times the wall thickness and shall be on virgin soil.
4. Concrete in footings shall have an ultimate compressive strength of not less than 1500 pounds per square inch at 28 days.
5. Footings shall be clean and free of foreign matter.
6. Rehabilitation and/or Building Inspectors will be called to the site before placement of concrete.
7. All concrete shall meet ACI Standard 309-72.
8. Concrete slabs shall be a minimum 4" thick, 2500 psi concrete. Reinforcing shall be 6"x6" no. 10 welded wire. No concrete is to be placed on grass, rots or foreign matter. Backfill shall be sand or crushed stone leveled and compacted before placement of concrete. An approved vapor barrier shall be installed underneath the slab.
9. All concrete forms shall be straight, braced properly and have a nominal thickness of 2". All material used for concrete forms shall be removed after concrete has set. Voids in Exposed concrete surfaces will be filled with cement and dressed smooth.
10. Expansion joints shall be installed in sidewalks and driveways. Material shall be 1/4" asphalt impregnated expansion joint material. The maximum distance between expansion joints shall be 8' OC.
11. Floor slabs shall have slick trowel finish; driveways and sidewalks shall have a float and broom finish.

SECTION IV: MASONRY

A. Tuck Pointing: Cracks in masonry shall be tuck pointed as follow: cut away defective mortar to a depth of 1/2" with hand or power tools. Remove all loose material. Prehydrate mortar by mixing all ingredients dry, then mix again adding only enough water to produce a damp, workable mix which will retain its form when pressed into a ball. After one to two hours, add sufficient water to bring it to the proper consistency that is, somewhat drier than conventional masonry mortar. To insure a good bond, wet the mortar joints thoroughly before applying fresh mortar.

B. Mortar Type:
1. Type N = 1 part Portland Cement, 1 part type S hydrated lime and 6 parts sand, proportioned by volume. Water shall be potable.
2. Color may be added to match existing mortar. Retempering of mortar and use of lime or shrinkage inducing lignins shall not be permitted.
3. All areas are to be left clean and free from deleterious substances.

C. Wall Masonry:
1. Foundation walls shall be nominal 8"x16" hollow masonry block laid with full mortar bedding.
2. Curtain walls shall be of the same dimensions and appearance to match existing.
3. Piers shall be a minimum of 8"x16" on proper footings. Maximum height of piers shall be 4 times the least dimension of block (plus cap block) for solid block and 10 times the least dimension of block (plus cap block) for solid block. Piers shall be centered under bearing sill. Jacks shall not be removed for at least 24 hours or until mortar has set.
4. Installation shall be plumb, true to line, with accurately spaced courses. Mortar joints shall not exceed 1/2" unless existing work required larger joints to match. Tolerance in any direction + 1/8" maximum. Mortar joints shall be tooled properly after the joint mortar becomes firm.
5. No masonry shall be installed or repaired when the temperature is below 40 degrees F without taking protective measures from freezing. All work shall conform to best masonry trade practices and in accordance with code requirements for type wall.
6. Brick veneer walls shall include 22 gauge wall ties installed at bearing points a maximum of 24" OC and weep holes a maximum of 4" OC.
7. Foundation vents shall be 8"x16" cast aluminum horizontal sliding type firmly grouted into place.
8. Foundations, masonry piers and curtain walls shall include the installation of concrete footing.
9. Acids or other cleaning agents shall not be used without explicit consent from the Rehabilitation Inspector and only as recommended by the manufacturer. Cleaning shall be accomplished by the use of stiff brushes.

D. Dampproofing and Waterproofing that is specifically indicated in the work write-up shall include, but is not limited to the following:
1. Sealing interior/exterior foundation walls to prevent the penetration of moisture and water.
2. Installation of drain tile where necessary
3. Installation of vapor barrier under slab.
4. Concrete and brick sealers on exterior walls.
5. Installation of sump pumps in basement and crawl spaces where positive drainage cannot otherwise be obtained.
6. Materials used for waterproofing must be one that is manufactured specifically for that use, installed per manufactures recommendations and approved by the Rehabilitation Inspector prior to application.
8. Surfaces subject to coatings shall be completely clean and dry prior to application of coating. This application shall be in accordance with the manufacturer's recommendations, using approved applicator.
9. Adjoining or adjacent areas shall be protected.
10. To provide positive drainage the installation of sump pumps shall be mandatory where gravity flow positive drainage in a basement or crawl space cannot be obtained. Installation of a sump pump shall include grading crawl space to provide drainage to a low area where a concrete well shall be built. The well shall
accommodate an automatic sump pump of adequate capacity. A 110 volt outlet and discharge line to the exterior of the building is considered part of the installation.

SECTION V: CARPENTRY

A. Framing:

1. All lumber, plywood and particle board shall conform to applicable standards or grading rules and shall be so identified by the grade mark, or certificate of inspection issued by an approved grading or inspection bureau or agency.

2. Structural lumber shall be of adequate size and dimension to meet span tables as specified in the SPI1B lumber table.

3. Bearing partition stud walls shall be of number 3 Standard or Stud Grade lumber 2"x4" set at a maximum of 16" OC.

4. Stud partitions containing plumbing, heating or other pipes shall be so framed and spaced to give proper clearance for the piping. Where plumbing, heating or other piping are placed in or partly in a partition, necessitating the cutting of the soles or plates, a metal tie not less than 1/8" thick and 1 1/2" wide shall be fastened to the plate across and to each side of the opening with not less than 4 16D nails.

5. Door and window openings shall have double studs. Top plates shall be doubled 2"x4" plate material with joints staggered a minimum of 4'. Pressure treated sole plates shall be used on concrete floors and be grade marked.

6. Headers shall be constructed of two pieces of framing material with a 1/2" section of plywood sandwiched in between the lumber and shall rest on 1 1/2" of framing lumber on each side.

7. Adequate backing and deadwood shall be installed to accommodate the proper fastening of drywall, bath accessories and fixtures etc.

8. Materials shall be stored on site in a manner that prevents warping, absorption of moisture or damage and fixtures, etc.

9. Framing material in direct contact with slab or masonry or within 8" of the soil or otherwise subject to moisture shall be pressure treated and grade stamped.

10. Floor joist shall be spaced 16" OC. The ends of joist shall have not less than 1 1/2" of bearing on wood or metal and not less than 3" on masonry. Notches on the ends of joist shall not exceed 1/4 the depth. Holes bored in joists shall not be within 2" of the top or bottom of the joist and their diameter shall not exceed 1/3 the depth of the joist. Notches in the top or bottom of joists shall not exceed 1/6 the depth and shall not be located in the middle third of the span.

11. Girders within 12" of the soil and joists within 18" of the soil shall be pressure treated lumber (if these members are to be replaced during construction)

B. Flooring:

1. Subfloor shall be plywood, or common boards, to match existing. A minimum of 1/2" plywood subfloor shall be used for areas that are to be covered in resilient tile, linoleum or carpet. Boards not exceeding 8" width or less than 3/4" thickness may be used for subfloor.

2. Fifteen pound felt shall be installed between the subfloor and underlayment or finish flooring.

3. Underlayment shall be grade stamped “Underlayment Grade”.

4. A minimum of 3/8" underlayment may be installed over existing floor and/or subfloor. Underlayment grade plywood shall be used in kitchens, baths and laundry areas. 5/8" particle board may be used in all other areas.

5. All joints shall be staggered with respect to panel joints in subfloor. Provide approximately 1/32" spacing at joints where panels butt. Nail with 6D common shank nails 6" OC at all edges and 8" OC over bearings for underlayment plywood. Utilize same nailing schedule for particle board with exception of using 8D common nails. All floor joists (subfloor and underlayment) shall meet and be secured over joists.

6. Underlayment shall be level, smooth, free from defect and suitable for the finish floor covering.

7. Leveling of floors as specified in the work-write-up shall be accomplished to the extent feasible and practicable. The Contractor shall repair all damage to the structure that may occur as a result of leveling.

C. Wall Sheathing: Exterior wall sheathing shall be a minimum 1/2" exterior grade plywood applied vertically with the ends extended to top and bottom plates. Plywood shall be installed on all corners of new construction gypsum board may be used on remainder.

D. Roof Sheathing:

1. Repairing of roof includes replacing deteriorated, inadequate and missing components of the roof structure including roof decking, rafters, gable studs, collar beam, ridge board or any other inadequate member.

2. If new sheathing is required, it shall be 1/2" plywood provided the rafters are no more than 24" OC, or 3/4" boards to match existing sheathing.

E. Finish Carpentry & Millwork: Finish lumber shall be of a species suitable for its intended use, kiln dried B, or better, of adequate dimension, free from tool marks and objectionable defects. Approved factory made finger joints are permitted for painted finish but not allowed for natural finish. Interior trim shall match
existing, adjacent or adjoining work in design and dimension unless specifically stated otherwise. Nails shall be set and puttied.

F. Doors & Access Openings:
1. Exterior doors, where a replacement is called for in the work write-up, shall be Benchmark metal insulated door or equal. Replacement door units shall include trim, entrance and dead bolt locksets and paint. Doors shall be plumb and level with 1/8” clearance at head, jamb and threshold and adjusted to open, close and lock properly.
2. Interior doors, where replacement is called for in the work write-up shall be 1 3/8” minimum thickness, paint grade unless work write-up specifies to match existing doors, or where doors are to be stained or finished natural.
3. Storm doors shall be Alcan Series 5610 or equal, mill finish.
4. Main entrance doors shall be at least 3’ in width and 6’8” in height. Service doors shall be 2’8” in width and 6’8” in height.
5. “Repair” existing door when specified in the work write-up shall be all repairs necessary to the existing door and its components to normal condition, e.g., interior, exterior and storm doors.
6. Access to attic space – attic spaces shall be provided with an interior access opening not less than 22”x36”. Access openings shall be readily accessible and provided with a lid or device that may be easily removed or operated.
7. Disappearing stairwell when specified in the work write-up shall be the heavy duty type of 5” step treads and risers. Installation shall be in accordance with the manufacturer’s recommended specifications and shall include trim and paint.
8. Access to crawl space – crawl spaces shall be provided with an exterior access opening not less than 18”x24”. Access opening shall be readily accessible and provided with a hinged door built from treated lumber. Frame shall be treated lumber and grade stamped. Access door hardware shall include hasp and hinges.

G. Door Hardware:
1. All exterior doors shall be hung on three Butt hinges 3 1/2"x3 1/2", and provided with entrance lockset and deadbolt set. Doors with window lights shall be double cylinder dead bolt locks, solid doors shall have single cylinder dead bolt locks.
2. When replacement of locks is specified, all locksets shall be keyed alike.
3. Interior doors shall be hung on two Butt hinges 3 1/2"x3 1/2", and provided with privacy or passage locksets, properly mortised. Bathroom doors shall be provided with privacy locksets (chrome one side).
4. Door bumpers shall be spring or hinge type, installed accordingly.
5. Storm doors shall include pushbutton locks, closers and door protector chain.

H. Windows & Glass:
1. Furnish and install new windows as specified in the work write-up complete with trim, stool, stop, sash locks and liffs, etc. New windows shall comply with Georgia State Energy Code.
2. Repair or replace any interior or exterior areas affected by the installation of new windows.
3. Repair existing window shall include replacing all damaged, decayed or broken components, including sash, glass, hardware, putty, sash cord and weather-strip.
4. Storm windows shall be Alcan Double Tract, Series 4601 Deluxe track model A-2, or equal.
5. Aluminum storm windows shall be .032” thick triple track units with removable sash and screen. Mills finish unless otherwise specified in the work write-up.

Measurements/Fit: It shall be the responsibility of the Contractor to verify all field measurements to assure window installation on the blind stop as per manufacturer’s recommendations.

Preparation: All exterior wood or metal surfaces shall be properly prepared and caulking applied as per manufacturer’s recommendations prior to installation. Weep holes shall be left un-caulked to allow for adequate drainage.

6. Windows shall be glazed or re-glazed where required, with single strength clear glass, grade B.
7. Door lites and side lite glass shall be glazed with safety glass or tempered glass.
8. Glazing compound shall be DAP “33” or equal. Glass shall be imbedded in putty secured with glazing points and face puttied. All excess putty and labels shall be removed and the glass left clean.
9. Mirrors shall be polished plate Grade #1.

I. Weather-stripping & Threshold:
1. Weather-stripping shall be standard commercial type; spring bronze, 1 1/8” by .008 with hemmed edges; spring aluminum 1 1/4” by .009, type 302 stainless steel 1 1/8” by .005, aluminum door stop Ames Set 170-X.
2. Thresholds shall be installed at all exterior doors, tightly fitted, set in caulking compound and firmly secured with counter-sunk screws and shall be weather-tight. Unless otherwise specified, thresholds shall be of two-piece aluminum having the vinyl strip fastened to the underside of the door and a rain cap on exterior.
J. Exterior Siding:
1. Repair all cracked, decayed or deteriorated siding as specified on the work write-up. Materials shall be of a species suitable for its intended use, kiln dried, free from tool marks and other objectionable defects and shall match existing siding. Butt joints and adjacent runs shall be staggered. New work shall be primed upon installation.
2. Exterior coverings including factory prefinished materials, shall be commercially produced material, recommended by its manufacturer for covering exterior surfaces and supplied with instructions for water tight application. Installation shall be in accordance with the manufacturer’s instructions and where applicable, a written warranty shall be provided.
3. Cornices to be repaired shall include replacing all rotted and other deteriorated components. All new components shall match existing work in size and detail. This includes fascia, soffit, frieze and rake mould. New material shall be primed upon installation.

K. Closets:
1. Linen closets shall be a minimum of 24” in width and 18” in depth. A minimum of four shelves spaced no closer than 12” apart, bottom shelf 18” to 24” above floor and topmost shelf not more than 74” above the floor.
2. Clothes closets shall have a minimum dimension of 2’ in depth and 3’ in width. Door shall be installed with all hardware required. The hanging space shall be a minimum of 5’ and the shelf shall not be over 74” above the floor. There shall be 2” clearance between the shelf and rod.
3. Rod and Shelf: Each clothes closet shall contain a minimum of one rod and one shelf of suitable material and design provided that the finished product meets the following standards: the shelf shall support uniformly distributed load of 30 lbs. per square foot with vertical deflection not to exceed 1/4”. The rod shall support 10 lbs. per linear foot with vertical deflection not to exceed 1/4”. Not less than intermediate support shall be provided for rods and shelves from 4 to 8 feet in length. Shelving material shall be 3/4” Pine B or better.

L. Paneling: Paneling to be installed as specified in the work write-up shall be a minimum of 1/4” thickness and shall include the paneling, trim, furring, setting and putting nails, clean-up and protection. Paneling shall be Class 1 or 2 decorative hardboard or labeled hardwood plywood showing grade, species and finish. Installation shall be in accordance with the manufacturer’s recommendations and in a workmanlike manner.

M. Insulation:
1. Insulation indicated on the work write-up shall include; insulation, preparation of existing areas to receive insulation, clean up and protection of work and certification of material.
2. Insulation material may be “Insulate”, “cellulose”, blown rock wool, rock wool batts and fiberglass. John Manville or equal. Batts shall be full and thick and blown wool shall be a minimum thickness to provide an R-19 rating with heating system and R-30 with heating and air conditioning system. Provide minimum 1” airspace between roof decking and insulation baffle around perimeter of attic. Insulation in the under carriage (crawl space) of the dwelling shall be an R-11 rating. If walls are to be torn out, replace, etc., and provided it is economically feasible, wall insulation will be provided to an R-13 rating. Certification of R factor will be provided.
3. Unless already existing, an approved vapor barrier of one perm or less shall be installed prior to or with the insulation material specified.
4. Proper clearance from potential sources of combustion such as chimneys, flues, appliances, lights, and non-insulated material is required.
5. Care shall be taken to protect all intentional areas of ventilation from coverage by the use of blocking or other means as required.
6. Blanket Insulation shall be placed between framing members so that the tabs lap all edges including both top and bottom plates.
7. Batt insulation shall be placed between framing members and fastened with staples. Because of shorter lengths of the batts, they shall be placed so the barriers lap each other and the lap sealed. When batts do not include a vapor barrier, the barrier shall be stapled to framing members from bottom to top plate.
8. Reflective insulation, when used in a single sheet form shall be placed so as to divide the space formed by the framing members in approximately equal spaces. When reflective insulation includes air spaces and are furnished with nailing tabs, they shall be installed as per manufacturer’s specifications.
9. Fill insulation; prior to pouring or blowing into place, it is required that a vapor barrier shall be placed on the conditioned side, unless one already exists.
10. Rigid fiberboard: insulation sheets shall be nailed at all studs with Galvanized Roofing nails or other non-corrosive nails.
11. Insulation shall in all cases be of even coverage and good fit and the Contractor shall include all accessory items such as recessed lighting caps without exception.
12. All insulation shall be installed as per manufacturer’s recommendations and shall comply with Georgia State Energy Code.
N. Kitchen Cabinets:
1. Cabinets, both wall and base, when factory manufactured shall conform to the requirements of ANSI Standard A161.1, current edition “Recommended Minimum Construction and Performance Standards for Kitchen and Vanity Cabinets.” This shall be attests by the NKCA certification seal on the products.
2. Custom built cabinets; both wall and base shall be constructed and finished as specified. Wall and base cabinets shall be essentially of the same construction and outside appearance. Construct cabinets with frame fronts and solid ends. Provide 3/4” x 1/2” kiln dried frame members. Brace top and bottom corners with blocks that are glued with water resistant glue and nailed in place. Provide an integral toe space of at least 2 1/2” deep by 4” high on base cabinets. Cabinets shall have 1/4” hardwood plywood or 1/4” Masonite for backs.
3. Door and drawer fronts shall be 3/4” hardwood plywood good grade for natural finish.
4. Hardware – Hinges shall be satin bronze or like finish, spring loaded self-closing of the wrap around type semi-concealed similar to Stanley 1592 with inter leaf design. Felt bumpers on doors for quietness. Door and drawer pulls finish to match hinges and to compliment the cabinet design. Drawer pulls may be integral with drawer fronts if standard of manufacturer.
5. Finish – The exterior of the cabinets shall be coated to show the natural grain of the wood, e.g., stain, sealer, lacquer or polyurethane.
6. Countertop – Post frame type with 3/4” high backsplash. Miter joints in countertops shall be locked with mechanical devices let underside of the top. All countertops shall be in stock laminate: sheeting glued down to plywood or particle board substrate.
7. Installation of the cabinets shall be plumbed, leveled, true to line and fastened to walls and/or floors with woodscrews to securely anchor each unit. Provide closer and filler strips and finish moldings as necessary. Countertop shall be level, tight to wall finish and securely anchored to base cabinets. Upper cabinets shall be no more than 18” above counter top surface.

SECTION VI – STUCCO, PLASTERING & WALLBOARD

A. Stucco:
1. Exterior stucco work indicated in the work write-up shall comply with ANSI “Standard Specifications for Portland Cement Plastering” A 42.2 71.
2. Metal lath shall weigh not less than 1.8 lbs. per square yard and openings not in excess of 4 square inches shall be used. Felt shall be 15# type. Metal reinforcement with attached paper backing may be used provided it meets specifications for mesh and backing and is made especially for plastering.
3. Expansion sheets shall be zinc sheet, US Gypsum or equal.
4. Wood framing and sheathing to receive stucco shall be properly constructed to provide a non-yielding structure.
5. Flashings shall be acceptably installed prior to beginning of plaster work, i.e., at tops and sides of all opening where projecting trim occurs and at all points where flashing can be used to prevent water from getting behind stucco.
6. Surfaces to be stuccoed shall be covered with 1.8 metal lath lapped at ends and sides a minimum of 1” and nailed 16” OC vertically and 6” horizontally. Wood surfaces shall be covered with 15# felt with 3” laps prior to installation of metal lath. Mesh shall be furred not less than 3/4” with galvanized furring nails.
7. apply two coats on masonry to a minimum thickness of 5/8”. Apply three coats over wood surfaces to a minimum thickness of 7/8”.
8. Mortar for all coats shall be a mixture by volume of 1 part Portland cement to not less than 3, nor more than 5 parts of damp loose aggregate. Finish coat color and texture to be approved by the Owner before starting applications.

B. Plastering:
1. Materials shall be standard commercial brands. Applications and mix shall be in accordance with American Standard Specifications for Gypsum Plastering ASTM C28-68. Apply plaster in 3 coats or 2 coats double up work, minimum thickness 1/2”.
2. Gypsum lath shall be applied with long dimensions across supports and with end joints staggered.
3. Nail lath with 12 or 13 gauge lath nails having approximately 3/8” head with nails spaced not more than 4” OC. Minimum of 4 nails each lath, 6 nails for 24” wide lath. Nails shall penetrate horizontal supports at least 1” and vertical supports 3/4”.
4. Portland Cement Plaster shall not be applied over gypsum lath. Existing wood lath shall be securely nailed and wetted down prior to applying plaster.
5. Meal lath shall be applied in accordance with manufacturer’s recommendations.
6. Wall board shall be U.S. Gypsum wall board or equal, carefully fitted and sized prior to nailing in place.
7. Installation shall be performed in accordance with manufacturer’s recommendations.
8. 1/2” wall board shall be used unless otherwise specified.
9. Moisture-resistant 1/2” sheetrock shall be used on bathroom walls.
10. Joint cement, fasteners, tape and corner bead shall be as recommended by wall board manufacturer and shall be applied as recommended.
C. One Hour Fire Resitive Construction (where required by building code):
   1. Partitions shall be at least 2x4 studs, spaced 16” OC covered with 5/8” type gypsum board of 1/2” gypsum.
   2. The wall board shall be applied to both sides of the party wall and shall extend from floor to ceiling.
   3. Ceiling shall be the same material as the walls and installed in accordance with manufacturer’s recommendations.

SECTION VII – ROOFING & SHEETMETAL

A. Roofing:
   1. “Repairing” the roof shall include the replacement of decayed or missing components including decking, rafters, studs, ridge board, flashing, etc., and meeting the requirements of the Georgia Energy Code for Buildings. Rehabilitation Inspector is to be contacted prior to installation of new components.
   2. “Replacement” of existing roof shall include the removal of all old roofing material, including felt, the repair and if necessary, replacement of any roofing components securely nailing the roof decking, installation of felt, flashings and roofing shingles. Rehabilitation Inspector is to be contacted prior to installation of new components.
   3. Roofing shingles shall be certain grade self-sealing shingles or equal.
   4. Fiberglass shingles shall be installed in exact accordance with manufacturer’s directions and shall have a 25 year warranty or better.
   5. Built up roofing when called for shall be in exact accordance with manufacturer’s directions and shall have a 25 year warranty or better.
   6. Raised metal seams shall be finished prior to installation of any new roofing.
   7. Where “recoating” of existing roof is called for, all flashing shall be made water tight, bubbles shall be cut out and repaired, at least one coat of tar and 1 ply of 30# felt added. Piles which are cut to remove bubbles shall be replaced and a coat of tar applied between each ply.
   8. Rehabilitation inspector will be called to site to check roofing decking before new work.
   9. Color of roofing shingles shall be approved by the Owner prior to commencing work.

B. Flashing:
   1. Upon installation of roofing shingles, flashings shall be replaced including chimneys, valleys, eaves, drips and any other critical areas. NOTE: Flashings may be reused if determined serviceable by Rehabilitation Inspector.
   2. Flashings or counter flashing material shall be a minimum of 26 gauge galvanized or aluminum.
   3. All vents and stacks projecting through roof shall have approved flashing with rubber boot.

C. Gutters and Downspouts:
   1. Gutters and downspouts shall be no less than 26 galvanized, aluminum or PVC. Gutter shall be 5” OC unless otherwise stated. The pitch shall be not less than 1/16” per foot. The down spouts shall be 3” and extend to within 4” of the finish grade and securely fastened. Splash blocks will be installed with a minimum size of 12”x24”.
   2. Gutters and downspouts may be omitted if eaves and rakes are 16” and there is no drainage damage with the above in effect.

SECTION VIII – CAULKING

1. Caulking shall be applied at all doors, windows and where any unlike materials join, i.e., metal and wood, wood and masonry, and metal.
2. Caulking material used shall be the proper materials as recommended and installed in accordance with Manufacturer’s instructions.
3. Caulking shall be a smooth bead, uniform, straight, clean and crisp.
4. Caulking compound shall be of rope or glass fiber free from oil and other stringing substances. Backing for sealant shall be pre-molded resilient fiber.
5. Backing for caulking compound shall be of rope or glass fiber free from oil and other stringing substances. Backing for sealant shall be pre-molded resilient fiber.
6. Generally, if not specified differently, for frames set in masonry or concrete, use caulking compound. For frames set in stone, use sealant.
7. Joints at shelf angles and vertical, exterior building expansion joints shall be continuously sealed with sealing compound.
8. Porous surfaces shall be primed before application of the caulking as recommended by the manufacturer of the caulking compound. Joints and spaces to be caulked shall be dry and free from dust and loose mortar.

SECTION IX – PAINTING AND DECORATING

A. Painting — All paint and other finish materials shall be of good quality, manufactured by a nationally recognized
manufacturer, i.e., Glidden, Sherwin Williams, Pittsburgh or approved equal. (Washable paint) No more than 2 colors per housing unit. Owner to select colors.

B. Preparations of Surfaces:
1. Plaster or wall board shall be sound, smooth and free from holes, cracks and irregularities. All old wallpaper shall be removed entirely unless otherwise specifically noted; in any case, all loose wallpaper shall be removed and the remaining edges “feathered”.
2. Wood surfaces to be painted shall be cleaned to remove loose and scaling paint and rough spots. Where previous coats have chipped and peeled, the edges shall be sanded to a feather edge before new paint is applied. Puttying and caulking shall be done prior to the finish coat of paint. Also, See Section IX “D” below.
3. All colors shall be approved by Owner prior to commencing painting.
4. All materials shall be delivered to the job site in the manufacturer’s sealed containers, containing labels giving manufacturer’s name, type of paint, color, etc.
5. Applications shall be done by brush or roller and shall be applied uniformly, smooth and free from runs, sags, foreign matter, defective brushing or rolling. Edges of paint adjoining other material or colors shall be straight, sharp and clean.
6. Exterior paint shall not be applied in damp, rainy weather or when the temp is below 40 degrees F. Materials to be painted shall be clean and dry. Paint application shall be as per the work write-up.
7. On previously painted surfaces, one coat application may suffice, provided it covers the previous finish.
8. On new work, one coat of primer and 2 coats finish material will be applied. The sides and all edges of the exterior doors shall be primed with 3 days after being hung.
9. All paint application shall be in accordance with manufacturer’s recommendations.

C. General:
1. “Paint” shall also mean varnish, lacquer, shellac, urethane finish or other material as specified. All paints shall be that which is intended for the purpose used; i.e., masonry paint of masonry, porch and deck enamel on steps and porches, rust inhibitor paint on wrought iron, exterior, non-caulking paint on wood trim, etc.
2. Surfaces not scheduled for paint shall be protected, i.e., shrubbery, hardwood floors, roofing, screens, glass, etc.
3. Mold and mildew shall be removed and neutralized by washing with solution of 2 oz. trisodium phosphate, 8 oz. sodium phyochloride (Clorox) to 1 gal. of warm water. Rinse with clear water and allow to dry thoroughly before painting.

D. Lead-Based Paint Abatement Requirements: Should the Work Write-Up indicate that Lead-Based Paint abatement is necessary and included in same. A GEORGIA EPD CERTIFIED CONTRACTOR MUST PERFORM THE WORK. SEE SPECIFICATIONS IN FOLLOWING SECTION.

SECTION X – FLOORS

A. Hardwood Floors:
1. All broken, damaged or deteriorated flooring shall be replaced with lumber that matches the species, size and color of the adjacent flooring. The joints shall be staggered. Floors shall be sanded to a smooth surface with the grain and filled with filler recommended by the manufacturer.
2. Renail existing flooring as necessary to provide a sound floor. Apply one coat of sanding sealer and two coats of finish as called for in the write-up. The finish may be gum finish varnish, polyurethane or other suitable finish.
3. One coat of paste wax shall be applied and buffed after finish is thoroughly dried.
4. All finish material shall be applied in accordance with the manufacturer’s instructions.

B. Resilient Flooring:
1. Linoleum shall be Armstrong or equal. Tile shall be vinyl or rubber with a minimum thickness of 3/32” and shall meet Federal Specification SS-T-312.
2. The color shall be selected by the Owner.
3. Installation of all floor coverings including adhesive shall be in accordance with the Manufacturer’s Recommendations.
4. Material shall be stored in original containers at not less than 70 Degrees F for at least 24 hours immediately prior to installation. Maintain room temperature between 70 Degrees F and 90 Degrees F for 24 hours prior to installation and 48 hours after installation.
5. Border tile or linoleum shall fit within 1/16” of abutting surfaces.

C. Carpet:
1. All carpet and pad shall meet HUD FHA requirements and a written manufacturer’s certification shall be submitted, or carpet shall be labeled per U.M. 44C.
2. Color shall be selected and approved by the Owner prior to installation.
3. Carpet shall not be installed until all interior work is completed.
SECTION XI – PLUMBING

A. Plumbing Fixtures:
1. Plumbing fixtures, equipment and material shall comply with and be installed in accordance with the Standard Plumbing Code or the Georgia State Plumbing Code.
2. Plumbing fixtures shall be American Standard, Delta, Delex or equal. Kitchen sinks shall be insulated Elkay, Just or equal.
3. All vents protruding through the roof shall be properly flashed.
4. Valves shall be 150# brass with ends similar to fittings. Valves shall be provided at each fixture or each piece of equipment.
5. Unions shall be provided to permit removal of equipment without cutting pipe.
6. Gas pipe shall be black steel pipe installed in accordance with NFPA Standard No. 54.
7. Copper entrance piping shall be reading “1”", not reading “M”.
8. Provide 125# brass gas stops where required.

B. Water Heater:
1. Water heater shall meet the requirements of all appropriate State of Georgia Construction Codes and be equal to Rheem, Rudd or Jackson, glass lined, complete with all controls and with a written 5 year tank warranty. The type (gas or electric) and capacity will be given in the work write-up or “replacement” will be with the size and type required by the number of bed and bathrooms.
2. An approved temperature and pressure (T&P) relief valve with 3/4" discharge line shall be provided to the exterior of the dwelling and pointed in a downward direction to within 6” - 8” of grade.

C. Existing Plumbing Fixtures:
1. Plumbing fixtures which exist and are to remain shall be in good working order.
2. Missing or defective parts shall be replaced.
3. Fixtures shall be left clean, sanitary condition.
4. Fittings shall be chrome plated and supplies to each fixture shall be equipped with stop valves.

D. Bathroom Fixtures: When called for shall be:
1. Water Closet – shall be vitreous china, free standing, close coupled, closet combination with reverse trap, suspended rear shelf, tank cover, china or porcelain stud caps, complete tank fittings and supply stop valve and designed to sue a maximum of 1.6 gal. per flush.
2. Lavatory – shall be enameled cast iron or vitreous china, front overflow, acid resistant, complete with hanger, supply lines, P-trap and trim. Bathroom vanity cabinets, when called for shall be wood, not wood and particle board.
A lavatory faucet or lavatory replacement aerator will allow for a flow of no more than 2.0 gal. per minute.
3. Bath tub – shall be 5’ long enameled steel with over rim bath filler or fiberglass tub enclosure with shower rod (Owens-Corning Model OC60AFD or equal).
4. New shower heads shall be designed to use a maximum of 2.5 gal. per minute @ 60 psi. Installation of shower flow head restrictors shall be performed as specified and include replacement of defective washers as required.
5. A kitchen faucet or kitchen replacement aerator will allow for a flow of no more than 2.5 gal. per minute.
6. All above components shall be American Standard, Eljer, Kohler or equal.

E. General Plumbing:
1. General plumbing system including sewers shall operate free of fouling and clogging and not have cross connections which permit contamination of water supply or back siphonage between fixtures. Waste lines shall be tied-up to an approved sewer system. Rehabilitation inspector will be called to site to check sewer clearance in progress.
2. Bath accessories shall include: 1 medicine cabinet, minimum size 12” x 18” with plate glass mirror over 30” vanity to be 24” x 30”; 1 soap and grab; 1 toilet paper holder, 1 18” towel bar, 1 24” towel bar, 1 soap dish, 1 tooth brush and tumbler holder.

SECTION XII – HEAT & AIR

A. Heat & Air Systems:
1. New central heating system shall be Bryant, Luxaire or equal and meet the requirements of all appropriate State of Georgia Construction Codes. A written 5 year warranty shall be provided.
2. The heating system shall be adequate to heat all rooms to a temp of 70 degrees F, 3 feet from the floor when the outside temp is 10 degrees F.
3. Central air, when called for shall be of high efficiency design and installed per manufacturer’s recommendations.
4. All work shall conform to the requirements of the Georgia State Energy Code and Heating & Air Conditioning Codes.
5. Existing space heaters, floor furnaces and all other gas fired fixtures shall be properly vented.

B. Duct Work:
1. All ducts, plenums and enclosures installed in or on the buildings shall be thermally insulated.
2. Supply and return piping and ducts in unheated attic spaces, ventilated crawl spaces and other exposed locations shall be insulated to R-2 or greater to prevent excessive heat loss.
3. Radiators, convector, baseboard radiation and other terminal heating devices located in bedrooms shall be provided with an accessible shut off valve or damper or otherwise arranged to provide a reduction in heat output.
4. Accessible means shall be provided for balancing the distribution of heat to all heated spaces.
5. Exterior walls back of recesses for radiators, convector or baseboard heating elements shall be insulated to prevent excessive heat loss.

PLEASE REMEMBER DUCT BLOWER TESTING WHERE APPLICABLE – SEE GEORGIA STATE ENERGY CODES.

C. Controls: Each heating and/or cooling system shall be provided with at least one adjustable thermostat.

The thermostat shall not be located on wall containing pipes or warm air ducts, or a flue or vent that could affect its operation and prevent it from properly controlling the room temperature and shall be located where it will be in the natural circulation path of room air.

D. “Repair”: Existing heating units specified in the write-up to be repaired shall be thoroughly cleaned and all worn parts, fittings and accessories replaced and the entire system tested and left in perfect working condition.

SECTION XIII – ELECTRICAL

1. The minimum distribution service panel shall be 100 amps. For demands in excess of 20 kilowatts, a service panel in excess of 100 amp shall be installed.
2. All electrical panels, wiring, fixtures and equipment shall be installed within the requirements of the National Electric Code.
3. Existing wiring, equipment or fixtures not to be used shall be disconnected and/or removed. Existing electrical devices and material in good condition and meeting code requirements may be left in service.
4. Light fixtures shall be installed by the contractor as required. The write-up shall indicate which fixtures are to be replaced and shall stipulate the allowance for fixtures. The Owner shall select the fixtures and shall pay any additional cost above the allowances.
5. It shall be the Contractor’s responsibility to determine the additional wiring, outlets, panel size, etc., to conform to the applicable codes and his bid price shall include these costs.
6. The bathroom fixtures shall be controlled by a wall switch not readily accessible from shower or tub.
7. Every habitable room shall have one overhead light fixture and two separate wall outlets, or three wall outlets, one of which is controlled by a wall switch.
8. Light fixtures can be fluorescent with the exception of the dining room.
9. Smoke detectors shall be First Alert or equal (battery) and shall be installed per fire codes.

SECTION XIV – LANDSCAPING

1. Rough grading: all material shall be free of debris or other detrimental material. All fill shall be compacted to a density that will avoid damaging settlement. Fill shall be placed when ground is frost-free and weather is favorable.
2. Topsoil shall be a minimum of 4” (compacted depth); free of stones, debris, and other material detrimental to plants. The surface soil shall be compacted lightly to minimize settlement. Topsoil shall be placed when ground is frost-free and weather is favorable.
3. Seeding: Seed quality shall be a minimum of 85% minimum germination of 80% and weed content not exceeding a annual grass. Application: rate of spread as recommended by the producer but not less than 4 lbs. per 1000 sq. ft. Roll with a light roller and water thoroughly with a fine spray, voiding erosion of seedbed. Seeding shall be done when the ground is frost-free and weather is favorable.
4. Sodding: Sod shall be fresh cut, taken from a thick strand of permanent lawn grass, reasonably free from weeds and coarse grass. It shall be at least 1” thick, uniform and thickness in thickness and cut in strips. Application: Lay wood in strips avoiding wide joints. Sodding shall be done when ground is frost-free and weather is favorable.
5. Finish grade — minimum fall of protective slope around building shall be 2% for a minimum of 4 feet. Grades from 3-1 to 2-1 shall be sodded. Maximum slope shall be 2-1. Grading shall be accomplished to allow drainage of surface water away from buildings and off site.
SECTION XV – TILE

1. Ceramic wall tile shall be Mosaic standard grade or equal, 4 1/4" x 1/4" glazed with matching trim and accessories unless otherwise specified.
2. Floor tile shall be Mosaic or equal 1" x 1/4" unglazed, Hexagon floor tile or 4 1/4" unglazed floor tile unless otherwise specified.
3. Wall tile shall be installed in accordance with manufacturer’s recommendations including bedding agents, adhesives and grout.
4. Wall tile shall be installed in mortar or on water resistant wall board in accordance with Manufacturer’s instructions.
5. Ceramic tile floors installed on slab shall be with cement mortar according to ANSI A 108.4.
6. Align joints in walls and follow horizontally and vertically throughout entire job. Layout work minimize cut tile. Average out work throughout entire dimension.
7. Align joints in floor tile at right angles to each other and parallel to walls.
8. Provide all trim pieces required.
9. All surfaces shall be true, straight flush, and free from defective or discolored tile.
10. Grout, polish, and clean tile according to the manufacturer’s instructions. Use of acid is not permitted.
11. OWNER shall select color or tile before work is commenced.

SECTION XVI – TERMITE TREATMENT

1. When specified, termite treatment shall be performed by a bonded licensed exterminator and shall be in accordance with the requirements of the State of Georgia Pest Control Commission.
2. The exterminator shall submit a renewable certificate to the Owner with a copy to the Local Government which shall include: The property is clear of all vermin infestation; should infestation occur within 1 year from the date of treatment, the premises shall be re-treated at no cost to the Owner, a $5,000 damage clause to replace any and all structural members should damage occur as a result of the infestation during this period.
3. Any damage to the structure, interior or exterior, or to the property caused by the termite treatment shall be repaired or replaced by the Contractor at no expense to the Owner.
4. Where infestation of carpenter ants, borers, or power post beetles is determined in the write-up, such infestation shall be eliminated by treating in accordance with the requirements of the State of Georgia Pest Control Commission, and damage shall be “repaired” or “replaced”.

PLEASE REMEMBER NEW ENERGY CODE REQUIREMENTS. CHECK WITH LOCAL BUILDING OFFICIALS FOR COMPLIANCE REQUIREMENTS.
EXHIBIT “F2g”

TERMS AND CONDITIONS OF REHABILITATION ASSISTANCE

1. Purpose of Assistance:

The APPLICANT agrees to use the proceeds from the financing source(s) offered by the program to accomplish the rehabilitation of his or her property, pursuant to the application filed, to meet the Minimum Property Standards of the designated area (certified by the governing body to contain a substantial number of structures in need of rehabilitation) or to rehabilitate such property to the extent determined by the ______________, hereafter called the local government, to be necessary to meet the program policies.

The APPLICANT further agrees to use any proceeds remaining after the accomplishment of the foregoing rehabilitation to carry out any additional rehabilitation, to make loan/grant related expenditures, and to accomplish any eligible refinancing (if applicable) of existing debt desired by his or her property, to the extent and in the manner authorized by the approved Application and its supporting documentation.

2. Escrow Authorization:

The APPLICANT agrees that the proceeds of all financial assistance may be deposited in a checking account maintained by the local government subject to withdrawal only as necessary to carry out the purpose(s) of the financial assistance as described in paragraph 1, supra. Provided that all proceeds of the financial assistance not expended shall be applied initially to the APPLICANTS debt for the rehabilitation assistance, and if any funds remain after such payment, the balance of the account will be returned to the local government program funds.

3. Description of Financing:

The APPLICANT acknowledges that should he or she qualify for any of the programs listed below, the following appropriate terms will apply:

a. The “Leverage” Loan — The Loan will be evidenced by a Promissory Note executed by the Borrower and will be secured by a mortgage or equivalent security instrument, in form and substance satisfactory to the private lender, the Note will:

1. Be in face amount of the Loan approved by the private lender.

2. Bear interest at the rate of _____ per annum on the principal outstanding at any time;

3. Be repaid at such time or times, at such place or places.

4. Be subject to such other conditions of repayment as shall be more fully specified in the Promissory Note, and

5. Be secured with a “Deed to Secure Debt” on property.

“Under certain mitigating circumstances such as death to the borrower(s), the loan may be assumed by another party. However, the eligibility of the purchaser will be determined jointly by the Local Government, who regulated to principally serve “low and moderate” income individuals for this program (if applicable), and the private lender under their normal policies for transactions of this type.
b. The Direct Loan - The Loan will be evidenced by a Promissory Note executed by the Borrower, and will be secured by a mortgage or equivalent security instrument, in form and substance satisfactory to the Local Government, The Promissory Note will.

1. Be in the face amount of the amount of the Loan approved by the Local Government or its designee;

2. Bear interest at the rate of ____% per annum on the principal outstanding at any time;

3. Be repaid at such time or times, at such place or places;

4. Be subject to such other conditional or repayment as shall be more fully specified in the Promissory Note; and

5. Be secured with a "Deed to Secure Debt" on property.

"Under certain mitigating circumstances such as death to the borrower(s), the loan may be assumed by another party. However, the eligibility of the Purchaser will be determined by the Local Government, who is regulated to principally serve ‘low and moderate’ income individuals for this program.

c. The Deferred Payment Loan - The Loan will be evidenced by a Promissory Note executed by the Borrower and will be secured by a mortgage or equivalent security instrument in form and substance satisfactory to the Local Government. The Promissory Note will:

1. Be in the face amount of the loan approved by the private lender,

2. Bear interest at the rate of ____ percent per annum on the principal outstanding at any time;

3. Be repaid at such time or times, at such place or places;

4. Be subject to such other conditions or repayment as shall be more fully specified in the Promissory Note; and

5. Be secured with a "Deed to Secure Debt" on property.

"Under certain mitigating circumstances such as death to the borrower(s), the loan may be assumed by another party. However, the eligibility of the Purchaser will be determined by the Local Government, who is regulated to principally serve ‘low and moderate’ income individuals for this program(if applicable), and the private lender under their normal policies for transactions of this type." (Applicable if program policies provide for such)

Note: Rental Rehabilitation financial assistance will be regulated by an executed RENT REGULATOR AGREEMENT of which the OWNER has received a copy of at the time of application and agrees to comply with its terms and conditions.

4. Availability of Funds:

The APPLICANT acknowledges that the approval of any of the above programs is contingent upon the amount of funds available (at the time of submission for approval) for the respective program he or she is qualified for.

5. Cancellation Conditions:

Should the Local Government be defined as a “Creditor”, the APPLICANT will reserve the right to cancel and terminate his or her application for rehabilitation assistance at any time prior to the...
expiration of the three-day recession period, as per Regulation "of the Truth in Lending Act; for a loan secured by real estate. In the case of a Direct Grant or Deferred Payment Loan without a supplementing loan to complement the rehabilitation costs, the APPLICANT may cancel his or her application at any time prior to the execution of the Construction Contract.

6. Accomplishment of Work:

The APPLICANT agrees to carry out all rehabilitation of work specified in the Construction Contract and its supporting documentation with all practicable dispatch in a sound, economical, and efficient manner, through written contract let by them with the prior concurrence of the Local Government or its designee. In accomplishing such rehabilitation, the APPLICANT will comply with applicable Minimum Property Standards as stated in paragraph 1, supra.

7. Ineligible CONTRACTOR'S:

The Borrower agrees not to award any contract or purchase order for rehabilitation work, other services, materials, equipment, or supplies, to be paid for, in whole or in part with the proceeds of the financial assistance, to any CONTRACTOR or subcontractor whom the APPLICANT has been advised is unacceptable for Housing Rehabilitation contracts by the Local Government or his designee, or delegate.

8. Inspection of Work:

The Local Government or its designee shall have the right to inspect all rehabilitation work financed in whole or in part, with the proceeds of all financial assistance, and will inform the APPLICANT of any non-compliance with respect to the contract for the rehabilitation work, and will not issue any order or instructions to the CONTRACTOR or subcontractor performing the work without the concurrence of the APPLICANT. The APPLICANT and the CONTRACTOR will take all steps necessary to assure that the Local Government or its designee is permitted to examine and inspect the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records.

9. Access to Records (Rental Assistance):

The APPLICANT and the CONTRACTOR agree to keep such records as may be required by the Local Government with respect to the rehabilitation work financed, in whole or in part with the aid of the assistance from the program, and furthermore, when the rehabilitated property contains rental units, the APPLICANT agrees to comply with the terms of the Rent Regulatory Agreement and keep such records as may be required by the Local Government with respect to income received and expenses incurred from this property. The APPLICANT will, at any time during normal business hours and as often as the Local Government may deem necessary, permit the Local Government to audit, examine, and make excerpts or transcripts from this records and to review, inspect, and make audits of all rehabilitation work, contract, invoices, materials, payrolls, records of personnel, conditions of employment, books or records, and other documentary data pertaining to the financial assistance and the rehabilitation work, and when applicable, to income and expense incurred through rental of the rehabilitation property.

10. Equal Employment Opportunity:

A. Contract subject to Executive Order 11246. The APPLICANT hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for, in whole or in part, with funds obtained through this program pursuant to a grant, loan, insurance, guarantee, or undertaken to any Federal program involving such grant, contract, loan, insurance or guarantee, the following 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 employee because of race, color, religion, sex, or national origin. The **CONTRACTOR** will take affirmative action to ensure that **APPLICANTS** are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but will not be limited to the following: employment; upgrading; demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and **APPLICANTS** for employment, notice to be provided by municipality setting forth the 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 for employment without regard to their race, color, religion, sex, or national origin.

3. The **CONTRACTOR** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to provide, advising the said labor union or worker’s representative of the **CONTRACTOR**’s commitments 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 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 of the Secretary of Housing and Urban Development, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Housing and Urban Development or his designee, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules and regulations and orders.

6. In the event of the **CONTRACTOR**’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the **CONTRACTOR** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 or by rule or regulation in order of the Secretary of Labor or as otherwise provided by Law.

7. The **CONTRACTOR** will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs 1-7 in the event subcontract of purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 205 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 property **OWNER(S)** or the Local Government may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the **CONTRACTOR** becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the property **OWNER(S)** or the Local Government, the **CONTRACTOR** may request the United States Government to enter into such litigation to protect the interest of the Local Government.

8. Enforcement Obligations of Applicant and Contractor: The **CONTRACTOR** further agrees that he will be bound by the above equal opportunity clause with respect to his own employment practices when he participate in federally assisted construction work.

9. The **APPLICANT** agrees that he will assist and cooperate with the Secretary of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of **CONTRACTORS** and
subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, such information as they may require for the supervision of such compliance and that he will otherwise assist the Secretary’s primary responsibility of securing compliance.

10. The APPLICANT further agrees that he will refrain from entering into any contract or contract modification subject to the Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for Local Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the APPLICANT agrees if he or she fails or refuses to comply with these undertakings, the Local Government may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this application and agreement: refrain from extending any further assistance to the APPLICANT under the program with respect to which the failure or refund occurred until satisfactory assurance of failure compliance has been received from such APPLICANT and refer the case to the Department of Justice for appropriate legal proceedings.

11. Title VI of the Civil Rights Act of 1964,

The APPLICANT will utilize the proceeds of the financial assistance in compliance with all requirements imposed by or pursuant to regulations of the Secretary of Housing and Urban Developments effectuating Title VI of the Civil Rights Act of 1964 (78 Stat 252). The APPLICANT also agrees not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use or occupancy of the real property rehabilitated with the assistance of the program. The United States government shall be deemed to be a beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

12. Interest of Certain Federal Officials;

The APPLICANT and the CONTRACTOR agree that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of the proceeds of the assistance or to any benefit to arise from the same.

13. Bonus, Commission or Fee;

The APPLICANT will not pay any bonus, commission or fee for the purpose of obtaining the Local Government approval of his or her application for assistance, or any other approval or concurrence required by the Local Government or its designee to complete the rehabilitation work financed in whole or in part with this application.


No member of the Governing body of the Local Government who exercises any functions or responsibilities in connection with the administration of the program and no officer or employee of the Local Government who exercises such functions or responsibilities, shall have any interest, direct or indirect, in the proceeds of this loan, or in any contract entered into by the APPLICANT for the performance of work financed in whole or in part with the proceeds of this loan.

15. Interest of Other Local Public Officials;

No member of the local governing body in which the property to be rehabilitated is located, and no other public official of the Local Government who exercises any functions or responsibilities in connection with the administration of the Local Government program, shall have any interest, direct or
indirect, in the proceeds of this assistance or in any contract entered into by the APPLICANT for the performance of work financed in whole or in part with the proceeds of this program.

16. Prohibition of Lead-Based Paint:

In the rehabilitation of residential structures, the APPLICANT and the CONTRACTOR agree to comply with the regulations promulgated by the Consumer Product Safety Commission prohibiting the use of lead-base paint. With respect to paint which is manufactured after June 22, 1977, lead- based paint means any paint containing more that six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure or lead in the dried film of paint already applied.


A. Copeland “Anti-Kickback Act”
   (applicable only if “project” to be rehabilitated eight (8) or more units)

   “Whoever, by force, intimidation, or threats of procuring dismissal from employment, or by any other manner whatsoever indicate any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United State to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.”

B. Davis-Bacon Act (Section 110 of Title 1)
   (applicable only if “project” to be rehabilitated is eight (8) or more units)

   Davis-Bacon Act is applicable to all contracts for construction, alteration and/or repairs in excess of $2,000 with the exception of rehabilitation contracts that do not address a “project” which includes eight (8) or more residential units that:

   1. Are on contiguous lots or parcels;
   2. Initially will be operated as one project;
   3. Initially will be commonly owned; or
   4. Are owner-occupied units awarded as one contract regardless if the units are contiguous.

   *Contract DCA for Compliance Procedures and Contractual Language.

C. Contract Work Hours and Safety Standards Act
   (applicable only if “project” to be rehabilitated is eight (8) or more units)

   1. “Overtime Requirements. No CONTRACTOR or subcontractor 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 forty 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 forty hours in such work week.

   2. Violation; 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 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 $50.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty 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 Georgia DCA 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 monies payable on account of work performed by the CONTRACTOR and subcontractor under any contract or any other Federal contract with 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 subcontractors 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.

D. Health and Safety:

1. No laborer or mechanic shall be required to work in surroundings or under 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 (formerly Part 15181, 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).

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

18. Section 3 Clause of the Urban Development Act of 1968: (Applicable if local government is identified as a direct party to construction contract-“Common Rule”)

A. “The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and APPLICANTS for employment or training.

19. Provision for Remedies Clause
(Applicable if local government is identified as a direct party to construction contract-“Common Rules”)

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It is required that the construction contract, regardless of value, contain provision for remedies in case of violation or breach of terms, including sanctions. The following is a sample clause, which meets the requirement. There is no specific required language and the community’s attorney should approve whatever language is used.

A. Termination

"Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County, or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, or if the CONTRACTOR shall violate any of the covenants, agreements, conditions or obligations of the contract document, the City/County may terminate this contract by giving written notice to the CONTRACTOR and surety of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his sureties shall be liable to the City/County for any additional cost incurred by the OWNER(S) for liquidated damages for any delay in the completion of the work as provided below. Furthermore, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the work and services actually perform bear to the total work and services requires. Provided, however, that if less than sixty percent of the services required by this contract, have been performed upon the effective date of such termination, the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the CONTRACTOR during the contract period which are directly attributable to the uncompleted portion of the services required by this contract."

B. Liquidated Damages for Delays. If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, the CONTRACTOR shall pay to the OWNER(S) as fixed and agreed liquidated damages (it being impossible to determine the damages occasioned by the delay) for each calendar day of delay until the work is completed, the amount as set forth in construction, and the CONTRACTOR and his sureties shall be liable to the OWNER(S) for the amount thereof.

C. Excusable Delays. The right of CONTRACTOR to proceed shall not be terminated nor shall the CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.

2. To any acts of the OWNER.

3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of public enemy, acts of another CONTRACTOR in the performance of some other contract with the OWNER(S), fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraph (1), (2) and (3) of this paragraph "C".

Provided, however, that the CONTRACTOR promptly notified the OWNER(S) within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the OWNER(S) shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delays are properly excusable, the OWNER(S) shall extend the
time for completing the work for a period of time commensurate with the period of excusable delay.

20. Termination for Convenience Clause.
(Applicable if local government is identified as a direct party to construction contract- “Common Rule”)

It is required that a “termination” clause be included in a construction contract over $10,000 in value. This is a sample clause. The Community’s attorney should approve whatever language is used in the contract. There is no required language:

“The City/County may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing to the CONTRACTOR. If the contract is terminated by the City/County as provided herein, the CONTRACTOR will be paid a fair payment as negotiated with the City/County for the work completed as of the date of termination.

21. Arbitration Terms Conditions

All claims or disputes between the OWNER(S) and CONTRACTOR arising out of or related to the work specified in this contract shall be decided by arbitration in accordance with the Local Government “arbitration” procedures as stated in the program Policy and Procedure Statement, unless the parties mutually agree otherwise. The OWNER(S) and/or CONTRACTOR shall submit all disputes or claims, regardless of the extent of the work’s progress, to LOCAL GOVERNMENT CERTIFYING OFFICIAL unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party referencing this construction contract, and shall be made within a reasonable time after the dispute has arisen. The decision rendered by the Arbitration Board shall be final, and judgment (if applicable) may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the Arbitration Board’s award is in a sum which is less than that which was offered in a sum which is less than that which was offered in settlement by the CONTRACTOR, or the Arbitration Board may award costs and attorney’s fees in favor of the CONTRACTOR. If the award of the Arbitration Board is in a sum greater than that which was offered in settlement by the OWNER(S), the Arbitration Board may award costs and attorney’s fees in favor of the OWNER.
EXHIBIT “F2h”
PROGRESS PAYMENT SCHEDULE “A”

Date of Contract: 

Owner Name: 

Rehabilitation Address: 

Contractor Name: 

Contractor Address: 

The above parties agree to the following terms for progress payment(s) as indicated:

1) Contracts less than $15,000 — One (1) partial payment may be requested by the CONTRACTOR, after a minimum of 80% of the total contract work per the partial payment is satisfactorily completed.

PROGRESS PAYMENT SHALL NOT EXCEED 80% OF THE VALUE OF THE WORK SATISFACTORILY COMPLETED. Progress payment and final payments due the CONTRACTOR will be paid within 15 calendar days after receipt of the CONTRACTOR’S Affidavit for the completed work or installed materials.

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EXHIBIT “F2h”
PROGRESS PAYMENT SCHEDULE “B”

The above parties agree to the following terms for progress payment(s) as indicated:

1) Contracts over $15,000 — Two (2) partial payments may be requested by the CONTRACTOR, (1) First Partial Payment after minimum of 50% of the total contract work per the partial payment schedule is satisfactorily completed. (2) Second Partial Payment — after an additional 30% of the total contract work per the partial payment schedule is satisfactorily completed.

PROGRESS PAYMENT SHALL NOT EXCEED 80% OF THE VALUE OF THE WORK SATISFACTORILY COMPLETED. Progress and final payments due the CONTRACTOR will be paid within 15 calendar days after receipt of the CONTRACTOR’S Affidavit for the completed work or installed materials.

Date of Contract: 

Owner Name: 

Rehabilitation Address: 

Contractor Name: 

Contractor Address: 

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