

**Specification  
for the**

**Railing Replacement of Twelve (12) GHURA 83 Units**

**OWNER  
Guam Housing and Urban Renewal Authority**

**BY:** \_\_\_\_\_  
**Elizabeth F. Napoli, EXECUTIVE DIRECTOR**

**Contractor:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature and Title**

**Date:** \_\_\_\_\_

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<b>IFB Number: GHURA-23-18</b>		<b>Submit bid to:</b>  <b>GHURA</b> <b>117 Bien Venida Ave.</b> <b>Sinajana, Guam 96910</b>  Contact: Sonny Perez, 475-1404 or email <a href="mailto:sperez@ghura.org">sperez@ghura.org</a>  Andrew Manglona, 475-1315 or email <a href="mailto:amanglona@ghura.org">amanglona@ghura.org</a>
<b>Bid Opening Date:</b> September 15, 2023	<b>Bid Opening Time:</b> 2:00 pm	
<b>Project Title:</b> Railing Replacement of Twelve (12) GHURA 83 Units		
<b>Project Description:</b> Replace Railing for Twelve units at GHURA 83		

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# GHURA

Guahan Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Siudad Guahan  
117 Bien Venida Avenue, Sinajana, GU 96910  
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701



**Lourdes A. Leon Guerrero**  
Governor of Guam

**Joshua F. Tenorio**  
Lt. Governor of Guam

## Invitation for Bid IFB-GHURA-23-18

Railing Replacement of Twelve (12) GHURA 83 Units  
This ad is paid with HUD Funds by GHURA

Guam Housing and Urban Renewal Authority (GHURA) will receive sealed proposals to replace railings for Twelve (12), GHURA 83 Units, located in the villages of Inarajan, Merizo and Umatac, respectively; **until 2:00 PM ChST on Friday, September 15, 2023** at GHURA's Main office in Sinajana.

Bid packets are available for view at GHURA's website: <https://www.ghura.org/doing-business-us/bidsproposalsrelease-funds/invitation-bids> beginning, **Friday, August 18, 2023**. Interested parties must register at GHURA Main Office in Sinajana to receive access to a downloadable bid packet file; for a non-refundable fee of \$50.00 (exact cash amount, money order, or company check). Registration schedule is: **Monday through Friday, 8:30 am - 4:00 pm ChST; with the exception of GovGu holidays**. A pre-bid conference will be held on **Tuesday, August 22, 2023 at 3:00 pm ChST** in the GHURA Main Office Conference Room in Sinajana. A site visit will be conducted by GHURA staff on **Wednesday, August 23, 2023**. Attendance at pre-bid conference or site visit is nonmandatory but highly encouraged. Any questions regarding the project or requirements must be submitted in writing or via email to Antonio C. Camacho at [accamacho@ghura.org](mailto:accamacho@ghura.org) no later **Tuesday, September 5, 2023**. Bid closing date and time is **Friday, September 15, 2023 at 2:00 pm ChST**. All bid submittals will be opened publicly at GHURA's Main Office Conference Room, Sinajana.

Pursuant to 5GCA, Chapter 5, §5212, bid guarantees in the amount of 15% of the total base bid shall accompany each bid. Bid guarantee shall be a Bid Bond secured by a surety company authorized to do business in Guam and listed in the latest Department of Treasury Circular 570 published in the Federal Register; or as permitted by state law, a certified check, bank draft, or U.S. Government Bond at par value. All Bid Guarantees must be made payable to GHURA. Personal checks *will not* be accepted. GHURA reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid properly shall result in rejection of the bid.


For all contracts which exceed \$100,000, the successful bidder will be required to furnish and pay for satisfactory Performance and Payment bond for 100% of the contract price. GHURA will retain the bid guarantee until the performance bond is received and will release it soon thereafter. The Contractor must not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or genetic information in employment or the provision of services. There is a restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

The successful bidder will be required to accomplish the following to the best possible and greatest extent feasible:

1. A goal of awarding at least 50 percent of the dollar value of construction contracts to Minority and/or Women Business Enterprises (MBE/WBE) or General Contractors with MBE/WBE participation.
2. In accordance with Section 3 of the U.S. Department of Housing and Urban Development Act of 1968, all construction contractors, to the maximum extent feasible, shall provide training, contracting, and employment opportunities to low-income residents residing in GHURA.

GHURA intends to award a contract on the basis of the lowest most responsive responsible bid for the work described in the bid documents. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the prior written consent of GHURA.

GHURA is an Equal Opportunity Employer

  
Elizabeth F. Napoli  
Executive Director

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Company Address)

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND  
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_, with principal place of business street address being: \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person (“Second Tier Owner”)	Owner’s Principal Place of Business Street Address	% of Interest

**Name of other >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person (“Second Tier Owner”)	Owner’s Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name \_\_\_\_\_

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

///

///

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: \_\_\_\_\_  
(date)

---

Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me

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

---

NOTARY PUBLIC

My commission expires: \_\_\_\_\_











# Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Provisions of 24CFR 75

## Overview of Section 3 Requirements

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

## General Policy Statement:

It is the declared policy of GHURA that Equal Employment Opportunities shall be provided for every employee and applicant for employment regardless of race, color, religion, sex, national origin, handicap, or economic status; and, that through the award of contracts to contractors, vendors, and suppliers, that employment and business opportunities be created for residents of GHURA properties and other qualified low- and very low-income persons residing on the island of Guam. This policy does not end with the mere prohibition of discriminatory practices by programs receiving HUD financial assistance or contractors, subcontractors, and vendors contracting with GHURA. GHURA recognizes its obligation as well as the obligation of potential contractors, subcontractors, and vendors, to develop practical steps to achieve the goal of providing meaningful, full-time permanent employment opportunities, as well as business opportunities to GHURA Residents and other Section 3 eligible persons.

Such obligation shall be demonstrated not merely through inclusion of positive or “best effort” steps, but shall result in a reasonable level of success in the recruitment, employment, and utilization of GHURA Residents and other Section 3 eligible persons and businesses in the workforce and subcontracting of work resulting out of the expenditure of HUD funding. GHURA’s Board of Commission, through official resolution, shall examine and consider a contractor/vendor’s success in providing employment and business opportunities to Authority Residents prior to acting on any proposed contract award.

## Eligibility:

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from GHURA or its contractors/subcontractors for training, employment, or contracting opportunities generated by [public housing financial assistance or housing and community development financial assistance]. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who *misrepresent* themselves as Section 3 business concerns and *report false* information to GHURA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

## Applicability:

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development. For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

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

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

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

**Purpose of this Policy and Compliance Plan:**

The purposes of this Policy are to create sustained employment and other opportunities for Section 3 Beneficiaries and to assist Contractors in understanding their Section 3 obligations so that they can be successful in meeting the responsibilities of the Section 3 requirements. These purposes are accomplished through the guidance provided by GHURA and assistance provided by GHURA’s Section 3 coordinator. This policy shall remain in effect for so long as it remains consistent with federal regulations or amended by GHURA’s Board of Commissioners.

**Numerical Goals for Section 3 Compliance:**

Recipients and Contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the numerical goals set forth in this Section 3 Program for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. Efforts to employ Section 3 Residents to the greatest extent feasible should be made at all job levels.

GHURA, in its own operations, shall endeavor to achieve the goals of Section 3 and shall provide equal responsibility to its contractors, vendors, and suppliers to implement progressive efforts to also attain compliance. In doing so, GHURA shall evaluate contractors’ compliance towards achieving the goals of Section 3 and ensure a system of leveling sanctions against contractor, vendor, or supplier for non-compliance and endeavor to take appropriate steps to ensure any such concern is not permitted to participate in future GHURA procurement activities.

**Section 3 Final Rule Benchmark Notice:**

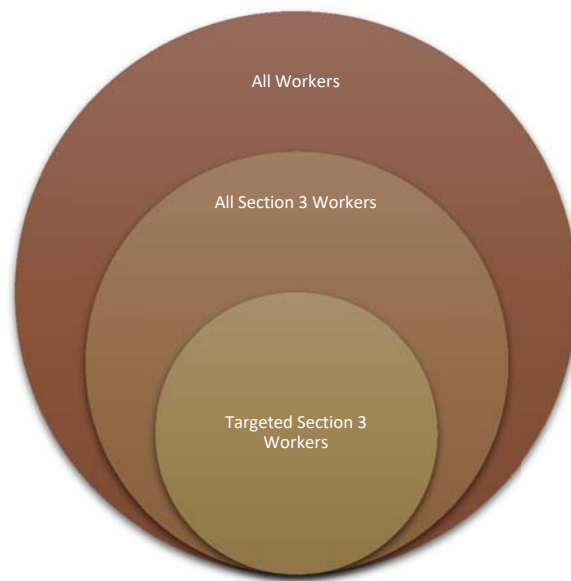
- 25% of all labor hours must be performed by a Section 3 worker.
- 5% of all labor hours must be performed by Targeted Section 3 workers

The numerical goals established above represent minimum numerical targets and all prospective contractors shall be advised and encouraged to seek Section 3 participation to the greatest extent feasible. Any contractor that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 requirements. Any contractor that does not meet the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet the numerical goals. In the event no competing contractors were successful in meeting the minimum goals set forth above, GHURA shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply with the Section 3 Requirements. Such evidence shall be subject to the satisfaction of GHURA. Any contractor found to be in non-compliance with Section 3 shall be considered ineligible for award.

All contractors submitting bids/proposals to the GHURA shall be required to complete certifications, as appropriate, as acknowledgment of the Section 3 contracting and employment provisions as required by this section. Such certifications shall be supported with adequate evidence to support representations made. The certifications required to be submitted with the bid/proposal consist of the following:

- Certification for business concerns seeking Section 3 preference.
- Contractor certification of efforts to fully comply with employment and training provisions of Section 3.

Prior to the award of any contract the contractor shall enter into negotiations with GHURA for the purpose of incorporating into the contract a provision for a specific number of Public Housing residents or other Section 3 residents to be trained or employed on the contract. Such resulting provision shall obligate the contractor toward achieving not less than the numerical goals listed above and shall be based on a detailed workforce analysis to be compiled by the contractor and submitted to GHURA prior to award of contract.



**Section 3 Worker and Targeted Section 3 Worker:**

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, GHURA will use individual income rather than family/household income to determine eligibility.

Individual Income Limits		
FY2021 Income Limit Area	Income Limit Category	FY 2021 Income Limits
GUAM	Extremely Low Income Limits 30%	\$14,350
	Very Low Income Limits 50%	\$23,900
	Low Income Limits 80%	\$38,200

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

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

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

(For public housing financial assistance)

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

c) A YouthBuild participant.

(For housing and community development assistance)

1) Employed by a Section 3 business concern or

2) Currently meets or when hired met at least one of the following categories as documented within the past five years: a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or b) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form from the GHURA office.

Example of the Section 3 Worker and Targeted Section Worker form is as follows:

### Exhibit 1

**Section 3 Worker and Targeted Section 3 Worker Self-Certification Form**

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

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

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

**Employee Name:** \_\_\_\_\_

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)?  Yes  No

2. Are you a resident of GUAM?  Yes  No

In the field below, select the amount of individual income you believe you earn on an annual basis.

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

Select from ONE of the following two options below:

I qualify as a:

Section 3 Worker (as defined on page 3 of Section 3 Worker Certification Form)

Targeted Section 3 Worker (as defined on page 3 of Section 3 Worker Certification Form)

GHURA SECTION 3 FORM-01A  
10/11

**Employee Affirmation**

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

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

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

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

**FOR ADMINISTRATIVE USE ONLY**

Is the employee a Section 3 worker based upon their self-certification?  Yes  No

Is the employee a Targeted Section 3 worker based upon their self-certification?  Yes  No

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

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

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

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

GHURA SECTION 3 FORM-01A  
10/11

### Section 3 Program Participant Certification Procedure:

GHURA will certify Section 3 program participants who reside in GUAM or near the project site and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility as required (see Exhibit 1- Section 3 Participant Eligibility for Preference Form).

1. All persons living in GUAM or within the required radius of the project site who meet the Section 3 eligibility guidelines.
2. Once this assessment is complete, the Section 3 Coordinator will determine if the individual needs the eligibility requirements and is job ready.
3. If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual's needs, ie., substance abuse providers, etc.
4. The Section 3 readiness component is a part of GHURA's commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

### Section 3 Business Concern Certification:

Businesses that believe they meet the Section 3 Business requirements can may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by



demonstrating that it meets one or more of the following criteria:

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

Businesses that seek Section 3 preference shall certify, or demonstrate to GHURA contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located at the GHURA office.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If GHURA previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after **12 months**. Establishing a **12 month certification** of eligibility period allows GHURA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

**Note:** While registering as a Section 3 Business Concern may give a business certain preferences, such registration is not a guarantee of such preferences that the business will be awarded any contractors or subcontracts by GHURA or its contractors/vendors.

Example of a Certification for Business Concerns Seeking Section 3 Preference form is located below:

**Exhibit 2**

**Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability**

Business Information	
Name of Business:	
Address of Business:	
Name of Business Owner:	
Phone Number of Business Owner:	
Email Address of Business Owner:	

Preferred Contact Information	
Same as above:	<input type="checkbox"/>
Name of Preferred Contact:	
Phone Number of Preferred Contact:	

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

Corporation   
  Partnership   
  Sole Proprietorship   
  Joint Venture

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

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3)

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

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

GHURA SECTION 3 FORM-01B  
pg. 1

**Business Concern Affirmation**

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

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

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

\*Certification expires within six months of the date of signature. Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

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

Yes   
  No

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

GHURA SECTION 3 FORM-01B  
pg. 2

### **Section 3 Recruitment and New hires:**

Contractors are expected to make best efforts to achieve the benchmarks and Section 3 Worker priorities outlined in this Policy and at 24 CFR Part 75. This section provides guidance for the recruitment of New Hires who are Section 3 Workers and Targeted Section 3 Workers to assist Contractors in meeting their benchmarks and obligations.

#### **A. Recruitment Efforts:**

1. GHURA maintains a database of employment-ready Section 3 Workers/Targeted Section 3 Workers who meet certain minimum qualifications for various categories of employment. Upon receipt of a completed Section 3 Job Order Form from Contractor/Subcontractor, GHURA will provide referrals of qualified candidates from the database. Contractors are expected to provide GHURA with the Section 3 Job Order Form in sufficient time to identify prospective candidates, prepare and refer them for interviews and secure employment in advance project commencement.
2. Contractors/Subcontractors are also to advertise Job Announcements within the project site area. Please see Exhibit 3.
3. Upon receipt of a Section 3 Job Order Form, GHURA will refer qualified candidates for interview for each available position. Contractors are expected to give each referred candidate full consideration for available positions.
4. Independent of GHURA's efforts and referrals, Contractors shall engage in independent employment recruitment efforts and follow the Section 3 Worker and Targeted Section 3 Worker order in of hiring priority as identified in this policy.
5. Contractors shall submit to GHURA their interview notes, including reasons for denial of employment or training opportunity in the future, as applicable.

#### **B. Section 3 Worker and Targeted Section 3 Worker New Hires:**

1. All Section 3 Worker and Targeted Section 3 Worker New Hires shall be employees of the Contractor and shall have all the protections afforded to employees under state, federal and local laws. Contractors are expected to impose the same hiring requirements and personnel rules and policies upon Section 3 Worker New Hires as are imposed upon their other employment candidates and employees. GHURA expects and requires Contractors to abide by equal pay for equal work principles.
2. Contractors are required to report to GHURA within five (5) business days of hiring Section 3 Workers and Targeted Section 3 Workers and shall provide to GHURA a completed Section 3 Worker and Targeted Section 3 Worker form.

#### **C. Apprenticeship Programs:**

1. Contractors who employ apprentices are required to utilize apprenticeship programs approved by the Federal Department of Labor (DOL)
2. Contractors who employ apprentices on construction projects that are subject to the Davis-Bacon Wage Act are required to adhere to all legal requirements for wage rates and ratios of apprentices to journeymen set forth.

#### **D. Limitations:**

Contractors retain the sole discretion and control over any hiring and personnel decisions. GHURA cannot and will not exercise any control over any of the Contractor's employees, including New Hires, regardless of whether they were referred by GHURA or are Section 3 Workers/Targeted Section 3 Workers recruited through other means.

### **Safe Harbor Compliance: 25% of total hours or 5% of hours contracted to targeted workers:**

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

**Good Faith and Qualitative Efforts:**

Qualitative efforts to satisfy its benchmark goals, which may include, but are not limited to the following:

1. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers, including notifying GHURA's Section 3 Coordinator, posting job openings at the job site, HUD Opportunity Portal, social media pages, contacting Resident Advisory Councils, and other platforms;
2. Contacting agencies administering Department of Labor YouthBuild Programs, and requesting their assistance in recruiting Department of Labor YouthBuild Program participants for training opportunities and employment positions;
3. Consulting with state and local agencies administering training programs, such as those funded through Workforce Investment Act, unemployment compensation programs, community organizations and other officials or organizations to assist with training and recruiting Section 3 Workers and Targeted Section 3 Workers;
4. Holding job fairs;
5. Providing or connecting Section 3 Workers and Targeted Section 3 Workers with assistance in seeking employment, including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services;
6. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care);
7. Assisting Section 3 Workers to obtain financial literacy training and/or coaching;
8. Engaging in outreach efforts to identify and secure bids from Section 3 Business Concerns.
9. Providing technical assistance to help Section 3 Business Concerns understand and bid on contracts;
10. Dividing contracts into smaller jobs to facilitate participation by Section 3 Business Concerns;
11. Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns;
12. Promoting use of Section 3 Business Registries designed to create opportunities for Section 3, disadvantaged and small businesses

**Documented Efforts:**

Contractors shall document efforts taken to recruit and interview Section 3 Workers/Targeted Section 3 Workers for hire and shall, upon reasonable request, provide GHURA with documentation that demonstrates such efforts, including interview notes, which shall include reasons for denial of employment or other actions as applicable.

**Lack of Compliance:**

A Contractor's failure to satisfy the requirements of this section may result in GHURA's determination that the Contractor has failed to demonstrate good faith and qualitative efforts to comply with the requirements of Section 3 and this Policy, and may subject Contractor to the penalties for default.

**Reporting Requirements:**

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

**1) Monthly Reporting -**

- i) Contractors are required to submit monthly activity reports to GHURA's Section 3 Coordinator [alicej@ghura.org](mailto:alicej@ghura.org) by the 30<sup>th</sup> day of each month

## **2) Annual Reporting -**

- i) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
- ii) Upon the completion of a project, GHURA's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- iii) GHURA's Section 3 Coordinator will submit the Section 3 data into required reporting system to HUD at the respective reporting period.

### **Internal Section 3 Complaint Procedure:**

In an effort to resolve complaints generated due to non-compliance through an internal process, GHURA encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within 14 calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. GHURA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) GHURA will provide written documentation detailing the findings of the investigation. GHURA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than 30 days after the filing of complaint. If complainants wish to have their concerns considered outside of GHURA a complaint may be filed with:

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

## Appendices A: Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
  - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
  - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

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

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

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

**Subrecipient** has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

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

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

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

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

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

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

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

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

**Employee Name:** \_\_\_\_\_

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)  Yes  No
  
2. Are you a resident of GUAM)?  Yes  No

In the field below, select the amount of individual income you believe you earn on an annual basis.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Less than \$10,000  | <input type="checkbox"/> \$30,001- \$40,001 | <input type="checkbox"/> More than \$60,000 |
| <input type="checkbox"/> \$10,001 - \$20,000 | <input type="checkbox"/> \$40,001- \$50,000 |   |
| <input type="checkbox"/> \$20,001 - \$30,000 | <input type="checkbox"/> \$50,001- \$60,000 |   |

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

I qualify as a:

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

**Employee Affirmation**

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

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

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

**Date Hired:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**FOR ADMINISTRATIVE USE ONLY**

Is the employee a Section 3 worker based upon their self-certification?  Yes  No

Is the employee a Targeted Section 3 worker based upon their self-certification?  Yes  No

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

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

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

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



## Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability

Business Information	
Name of Business:	
Address of Business:	
Name of Business Owner :	
Phone Number of Business Owner:	
Email Address of Business Owner :	

Preferred Contact Information	
Same as above: <input type="checkbox"/>	
Name of Preferred Contact:	
Phone Number of Preferred Contact:	

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

- Corporation     
  Partnership     
  Sole Proprietorship     
  Joint Venture

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

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

**Business Concern Affirmation**

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

**Print Name:**

**Signature:**

**Date:**

*\*Certification expires within six months of the date of signature Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

Yes       No

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

# JOB POSTING

We're looking for:

Laborer

Carpenter

Mason

Certified Mechanics

Email your resume and apply at [example@mail.com](mailto:example@mail.com)

Inquire at:

(Phone number)

(Address here)

Exhibit 4

**Contractor Certification to Efforts to Fully Comply with Employment and Training Provisions of Section 3 Provisions of 24CFR 75**

The bidder represents and certifies as part of its bid/offer the following:

Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:

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

I am not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

**Efforts to award subcontractor to Section 3 concerns (*Check all that apply*)**

Contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

Providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations

Following up with Section 3 business concerns that have expressed interest in the contracting opportunities

Coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought

Conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities

Advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses

Entering into a "first source" hiring agreements with organizations representing Section 3 residents

Exhibit 4

- Establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- Advertising employment and training positions to dwelling units
- Contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

**Section 3 Efforts to comply affirmation**

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

**Print Name & Title:**

**Signature:**

**Date:**

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

**Print Name & Title:**

**Signature:**

**Date:**

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

*\*Certification expires within six months of the date of signature Information regarding Section 3 can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

Yes       No

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

**GHURA Section 3 Job Order Form**

The following job order shall be completed by vendors to request assistance in recruiting Section 3 Workers when they have new hire needs. The form should be submitted to the Section 3 Compliance Coordinator (ccabral@ghura.org) as soon as the contractor is aware of the hiring need. GHURA will use the form to identify and recruit candidates to fill the position. A separate job order must be completed for each position title.

This job order is not a substitute for recruitment efforts by the contractor/subcontractor. You are encouraged to engage in independent outreach efforts, including posting this job opening at the job site and posting at HUD Opportunity Portal. For hiring priorities, refer to your contract, or inquire with the Section 3 Compliance Administrator.

**PART I: CONTRACTOR INFORMATION:**

<b>Contractor Name:</b>	<b>Project Description:</b>	<b>GHURA Contract Number</b>
<b>Point of Contact Title :</b>	<b>Telephone:</b>	<b>Email:</b>
<b>Work/Project Start Date</b>	<b>Work/Project End Date:</b>	<b>Notes:</b>

**PART II: JOB DETAILS:**

<b>Job Title:</b>	<b>Job Start Date:</b>	<b>Job End Date:</b>
<b>Job Location:</b>	<b>Pay Rate:</b>	<b>Required Skills/Experience:</b>
<b>Required Licenses/Certifications:</b>	<b>Work Hours/Days:</b>	

**PART III: CONTRACTOR EFFORTS:**

Would your business be able to provide training or refer the Section 3 Worker to a local agency administering training programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

This form was completed by:

---

**Name :**
**Date :**
**Signature:**

## **Contractor Certification to Efforts to Fully Comply with Employment and Training Provisions of Section 3 Provisions of 24CFR 75**

The bidder represents and certifies as part of its bid/offer the following:

Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:

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

I am not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

### **Efforts to award subcontractor to Section 3 concerns (*Check a minimum of two items*)**

Contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

Providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations

Following up with Section 3 business concerns that have expressed interest in the contracting opportunities

Coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought

Conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities

Advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses

Entering into a "first source" hiring agreements with organizations representing Section 3 residents

- Establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- Advertising employment and training positions to dwelling units
- Contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

**Section 3 Efforts to comply affirmation**

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

**Print Name & Title:**

**Signature:**

**Date:**

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

**Print Name & Title:**

**Signature:**

**Date:**

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

*\*Certification expires within six months of the date of signature Information regarding Section 3 can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

- Yes       No

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



## Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability

Business Information	
Name of Business:	
Address of Business:	
Name of Business Owner :	
Phone Number of Business Owner:	
Email Address of Business Owner :	

Preferred Contact Information	
Same as above: <input type="checkbox"/>	
Name of Preferred Contact:	
Phone Number of Preferred Contact:	

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

- Corporation
  Partnership
  Sole Proprietorship
  Joint Venture

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

- At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3)
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).
- N/A if the bidder is not claiming Section 3 preference.

**Business Concern Affirmation**

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

**Print Name:**

**Signature:**

**Date:**

*\*Certification expires within six months of the date of signature Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

Yes      No

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

# The Guam Housing and Urban Renewal Authority Section 3 Income Limits

## Eligibility Guidelines

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

Individual Income Limits		
FY20__ Income Limit Area	Income Limits Category	FY20__ Income Limits
GUAM	Extremely Low Income Limits 30%	\$14,350
	Very Low Income Limits 50%	\$23,900
	Low Income Limits 80%	\$38,200

### Section 3 Worker Definition:

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

### Targeted Section 3 Worker Definition:

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

**Law to be Observed**

1. The Proposer is to be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No place of misunderstanding or ignorance on the part of the Arbitrator will in any way serve to modify the provision of the contract.

2. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam other than a public highway;

By submission of this bid or offer, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bids or offers each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief will be in compliance:

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

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

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

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

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an Individual  
Partner, if the Bidder/offeror is a Partnership  
Officer, if the Bidder/offeror is a Corporation

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an Individual  
Partner, if the Bidder/offeror is a Partnership  
Officer, if the Bidder/offeror is a Corporation

Company Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

**Bidder's Qualifications**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items requiring additional explanation. This information may be submitted in a separate sealed envelope marked **CONFIDENTIAL** "Bidder's Qualifications and Financial Statement". In the event your bid is not selected for award, this envelope will be returned to the Contractor unopened.

1. Name of Bidder	2. Date organized
3. Permanent main office address	4. State incorporated
	5. How many years have you been engaged in the contracting business under your present firm name?

6. Listing of current contracts: (Schedule these, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative).


7. General character of work usually performed by your company.

--

8. Have you ever failed to complete any work awarded to you? If so, where and why?

--

9. Have you ever defaulted on a contract?

--

10. List the three (3) most important structures recently completed by your company, stating approximate cost of each, month and year completed, name and telephone number of owner's representative.


11. List your major equipment available for use on this contract.


12. Experience in construction work similar in importance to this project.



13. Background and experience of the principal members of your firm, including the officers and proposed construction superintendent.

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14. Credit available for administration of this contract, furnish written evidence.

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15. Financial report not more than three (3) months old and containing a balance sheet providing at least the following information.

**Balance Sheet**

**ASSETS**

**CURRENT ASSETS:**

- Cash
- Joint Venture Accounts
- Accounts Receivable
- Notes Receivable
- Accrued Interest on Notes
- Deposits
- Material and Prepaid Expense
- Total Current Assets

**FIXED ASSETS - NET**

**OTHER ASSETS**

**TOTAL ASSETS:**

**LIABILITIES AND CAPITAL**

**CURRENT LIABILITIES**

- Accounts Payable
- Notes Payable
- Accrued Interest on Notes
- Provision for Income Taxes
- Advances Received from Owners
- Accrued Salaries
- Accrued Payroll Taxes
- Other
- Total Current Liabilities

**OTHER LIABILITIES**

**CAPITAL**

- Capital Stock
- Authorized and Outstanding Shares,  
    Par Value
- Earned Surplus

**TOTAL LIABILITIES AND CAPITAL**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Guam Housing and Urban Renewal Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signature of Bidder	Name of Bidder
Date	Title of Bidder

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission Expires \_\_\_\_\_

# General Contract Conditions for Small Construction/Development Contracts

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

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## See Page 7 for Burden Statement

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

### 1. Definitions

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

### 2. Prohibition Against Liens

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

### 3. Disputes

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

### 4. Default

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

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

### 5. Termination for Convenience

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

### 6. Insurance

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



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

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

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

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

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

## 7. Contract Modifications

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

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

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

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

## 8. Changes

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

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

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

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

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

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

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

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

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

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

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

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

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

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

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

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

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

(c) **Payrolls and Basic Records.**

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

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

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

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

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

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

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

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

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

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

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

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

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

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

"General Decision Number: GU20230001 01/06/2023

Superseded General Decision Number: GU20220001

State: Guam

Construction Types: Building, Heavy, Highway and Residential

Excludes any projects funded under the National Defense Authorization Act 2010 - Guam Realignment Fund - Defense Policy Review

County: Guam Statewide.

BUILDING, HEAVY, HIGHWAY AND RESIDENTIAL

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. Please note that this Executive Order applies to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$16.20 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 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
                          0                           01/06/2023

SUGU2020-001 03/05/2020

	Rates	Fringes
CARPENTER.....	\$ 15.48	**
CEMENT MASON.....	\$ 14.92	**
ELECTRICIAN.....	\$ 18.52	
Heavy Equipment Mechanic.....	\$ 18.32	
Heavy Equipment Operator.....	\$ 16.58	
IRONWORKER, REINFORCING.....	\$ 15.61	**
IRONWORKER, STRUCTURAL.....	\$ 14.90	**
PAINTER.....	\$ 12.86	**
PIPEFITTER.....	\$ 16.52	
PLASTERER.....	\$ 22.89	
PLUMBER.....	\$ 16.52	
REFRIGERATION MECHANIC (including Heating, Air Conditioning (HVAC) Mechanic work).....	\$ 18.43	
SHEET METAL WORKER.....	\$ 16.73	

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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 (\$16.20). Please see the Note at the top of the wage determination for more information.



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

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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.

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#### 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"

**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**

- (i) 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 Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the 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 (WH1321)) 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) Additional Classifications.**

- (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 therefor 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;
  - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 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 Office of Management and Budget under OMB Control Number 1235-0023.)

**(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 laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

**(2) Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from 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 they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(3) Payrolls and basic records.**

**(i) Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working 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(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

**(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), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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 provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being 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, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (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; and
- (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 submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

**(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 U.S. 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 and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State 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 ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated 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 ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the 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, fringe benefits shall be paid in accordance with that determination. In the event 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (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) in this paragraph (a) and such other clauses as HUD or its designee may, by 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 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 U.S. 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) **Certification of Eligibility.**
- (i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(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 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 workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to 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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(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 U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any 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 B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) 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.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name of Principal)

as PRINCIPAL, and

\_\_\_\_\_  
SURETY

are held and firmly bound unto Guam Housing and Urban Renewal Authority, hereinafter called "GHURA", in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars, ( \_\_\_\_\_ ), lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated the \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_

NOW THEREFORE, if the principal shall not withdraw said bond within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with Guam Housing and Urban Renewal Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or time specified, if the principal shall pay Guam Housing and Urban Renewal Authority, the difference between the amount specified in said bid and the amount for which Guam Housing and Urban Renewal Authority may procure the required work or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST:

Sole Proprietorship

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\_\_\_\_\_  
(Individual Principal Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Name of Individual Principal Above)

(Seal)

---

ATTESTED:

Corporation

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\_\_\_\_\_  
(Corporate Principal Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Name of Corporate Principal Above)

\_\_\_\_\_  
(Title)

Affix Corporate Seal

ATTEST:

Surety Company

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\_\_\_\_\_  
(Corporate Surety Signature)

\_\_\_\_\_  
Corporate Surety Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Name of Corporate Surety)

\_\_\_\_\_  
(Title)

Affix Corporate Seal

\_\_\_\_\_  
(Power of Attorney for person signing for Surety Company must be attached to the Bond)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

Secretary of the Corporation names as Principal in the within the bond; that  
\_\_\_\_\_ " who signed the said bond on behalf of the

Principal was then \_\_\_\_\_ of said corporation; that I know his

signature, and his signature thereto is genuine; and that said bond was duly signed,

sealed, and attested to, for and *in* behalf of said corporation by authority of its governing

body.

\_\_\_\_\_  
(Corporate Seal)

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_, A Corporation, Partnership or Sole Proprietorship existing under the laws of the State of Guam hereinafter called the "Contractor," and the Guam Housing and Urban Renewal Authority, herein called the "GHURA."

WITNESSETH, that the Contractor and GHURA for the consideration stated herein, mutually agree as follows:

**ARTICLE I**

**Statement of Work.** The Contractor shall furnish all labor, material, equipment, and services and perform and complete all work required for the construction of Project No. GHURA-23-18 in strict accordance with "Specifications" for the ,which includes all items listed in the Tale of Contents and Addenda thereto, Numbered and the drawings referred to herein, all as prepared by Architect, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part hereof.

**ARTICLE II**

**Contract Price.** GHURA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications for completed work meeting the requirements of the Contract Documents, the sum of \_\_\_\_\_.

**ARTICLE III**

Contractor agrees that time is of the essence in the completion of the work in the time required by this contract and hereby waives any notice of putting in default for failure to complete on time.

**ARTICLE IV**

**Contract Documents.** The contract shall consist of the following component parts:

- (a) This Instrument
- (b) General Conditions
  - (HUD-5370EZ or HUD-5370)
  - Wage Determination
- (c) Special/supplemental Conditions
- (d) Technical Specifications
- (e) Drawings
- (f) IFB # GHURA-23-18; Railing Replacement of Twelve (12) GHURA 83 Units
- (g) Forms
  - (AG-002) Affidavit Disclosing Ownership and Commissions
  - (AG-003) - Affidavit re Non-Collusion
  - (AG-004) - Affidavit re No Gratuities or Kickbacks
  - (AG- 005) - Affidavit re Ethical Standards
  - (AG-007) - Affidavit re Contingent Fees
  - (GHURA-13) - Mandatory Compliance for Section 3
  - (GHURA-01B) - Section 3 Business Preference
  - (HUD-4010) - Federal Labor Standards
  - (HUD-5369) – Instructions to Bidders Offerors
  - (HUD-5369-a) - Representations, Certifications, and Other Statements of Bidders
- (h) Proposal
- (i) Addendum(s)

This instrument, together with the other documents enumerated in this ARTICLE IV, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE IV shall govern, except as otherwise specially stated. The various provisions in Addenda shall be construed in the order of the preference of the component part of the Contract which each modifies. IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three (3) original counterparts as of the day \_\_\_\_\_ and \_\_\_\_\_ year \_\_\_\_\_ first \_\_\_\_\_ above \_\_\_\_\_ written

# Form of Contract

Name: Executed by: **Elizabeth F. Napoli**  
 Executive Director for the Guam Housing Urban  
 Renewal Authority

Signature: Signature:

Title: Date:

Company Name:  
 .  
 Date:

## Contractor's Certification

I, \_\_\_\_\_, certify that I am the  
 \_\_\_\_\_, of the Corporation, Partnership or Sole  
 (Title)  
 Proprietorship named as Contractor herein, and that \_\_\_\_\_, who signed  
 (Name of Signatory)  
 the Contract on behalf of the Contractor, was then the  
 of said Corporation, Partnership or Sole Proprietorship; that said contract was duly signed for and in behalf of  
 said Corporation, Partnership or Sole Proprietorship by authority of its governing body, and is within the scope of  
 its corporate powers.

(Corporate Seal)

Signature of person affixing the Corporate Seal

Funds Certified By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Controller

Grant No.	Project Number	Amount	

**Bid Information**

<b>IFB Number GHURA-23-18</b>		<b>Submit bid to:</b>  <b>GHURA</b> <b>117 Bien Venida Ave.</b> <b>Sinajana, Guam 96926</b>  Contract: Sonny Perez, 475-1404 or email <a href="mailto:sperez@ghura.org">sperez@ghura.org</a>  Andrew Manglona, 475-1315 or email <a href="mailto:amanglona@ghura.org">amanglona@ghura.org</a>
<b>Bid Opening Date: September 15, 2023</b>	<b>Bid Opening Time: 2:00pm</b>	
<b>Project Title:</b> Railing Replacement of Twelve (12) GHURA 83 Units		
<b>Project Description:</b> Replace Railings for twelve (12) units at GHURA 83		
<b>Contract Completion Time:</b> See Special Conditions		
<b>Amount of Liquidated Damages:</b> \$150.00 per calendar day		

**Bidder's Information**

<b>Name of Company</b>	<b>FEIN</b>
	<b>Bidder's Telephone Number</b>
<b>Bidder's Address</b>	<b>Bidder's Fax Number</b>
	<b>Name of Person Submitting the Bid</b>
	<b>Title of Person Submitting the Bid</b>

**Bidder's Acknowledgments**

This is to acknowledge that an authorized representative(s) of the above named company has familiarized himself/herself/themselves with the local conditions affecting the cost of the work, all instructions, General and Supplemental Conditions, Contractor's compliance and reporting requirements, the specifications, drawings, and addenda.

GHURA requires a minimum acceptance period of 60 calendar days "Acceptance period," as used in this provision, means the number of calendar days available to GHURA for awarding a contract from the date specified in this solicitation for receipt of bids. **GHURA reserves the option, depending on the availability of funds to award a contract to the lowest responsible responsive bidders submitting the lowest bid on Base Bid Item No. 1, 2 & 3 . A bid may be submitted for either or both bid items**

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

**Acknowledgment of Addenda** The bidder acknowledges the following addenda: (Failure to acknowledge may cause bid rejection.)

<b>Addenda No.</b>	<b>Addenda Date</b>	<b>Addenda No.</b>	<b>Addenda Date</b>

**Required Submissions**

To be responsive, the bidder must submit the following documents in a sealed envelope marked on its face with the correct bidding information with his/her bid:

<b>Form HUD-5369-a</b> , Representations, Certifications, and Other Statements of Bidders <b>AG form 002</b> , Disclosing ownership & Commission <b>AG form 003</b> , Affidavit re Non-Collusion <b>AG form 004</b> , Affidavit re No Gratuities or Kickbacks <b>AG form 005</b> , Affidavit re Ethical Standards <b>AG form 007</b> -Affidavit re Contingent Fees <b>Form GHURA 01B</b> , Section 3 Preference Certification completed and certified OR marked NA if the bidder is not claiming Section 3 preference.	<b>Form GHURA 09</b> , Law to be observed <b>GHURA 010</b> , Bidder's Qualifications including a Financial Statement and a certificate of authority to do business in Guam <b>Form GHURA 013</b> , Bidder's Section 3 Commitment <b>Form GHURA 014</b> , Bid Form <b>Form GHURA 016</b> , Bid Bond and Certificates <b>Contractor's License</b> <b>Acknowledged copies of any and all Addenda</b>
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GHURA shall reject a bid as non-responsive and bid that does not include each of the above documents, fully completed and properly executed.

**A breakdown is required for each item description as noted below**

**Base Bid Item No. 1**

The bidder hereby proposes to furnish all labor, materials, equipment and services required to complete the construction contract as per the requirements of the specification documents for the railing replacement of twelve GHURA 83 units all in accordance therewith, for the sum of:

(\$ \_\_\_\_\_ DOLLARS)

Item #	Item Description	Estimated Quantity	Unit		Unit Bid Price
			Measure	Price	
1	Unit # 113A and 113B Doyle Ct. Merizo				\$
2	Unit # 128 and 128B Doyle Ct. Merizo				\$
3	Unit # 114 and 114B Doyle Ct. Merizo				\$
4	Unit # 156 and 156A North Doyle Merizo				\$
5	Unit # 168 and 168A JQ Quidachay St. Umatac				\$
6	Unit # 184 and 184A JQ Quidachay Umatac				\$
7	Unit # 206 and 206A JQ Quidachay Umatac				\$
8	Unit # 236 and 236A JQ Quidachay Umatac				\$
9	Unit # 120 and 120B Chalan Putian Inarajan				\$
10	Unit # 113A and 113B Biradan Pulan Inarajan				\$
11	Unit # 111A and 111B Chalan At' Dao Inarajan				\$
12	Unit # 129A and 129B Chalan At' Dao Inarajan				\$
The bidder may continue by copying and attaching this section to the Bid Form.					
<b>Sum of all cost extensions are included in the base bid</b>					<b>\$</b>

**Additive Bid Items**

**GHURA does not require** an additive bid for this proposal. To offer a bid the bidder is requested to breakout the following items from the base bid. Each item shall include all labor, materials, equipment and services required to complete

Item #	Item Description	Item Bid

**Individual Bidder**

<p><b>Trading and doing business as</b></p> <p>If fictitious trade name is employed in the conduct of business, insert such name and complete, as appropriate. This foregoing fictitious or trade name  <input type="checkbox"/> is <input type="checkbox"/> is not a been registered under Guam Law.</p>	<p><b>Bidder's Signature</b></p> <p>_____</p> <p><b>Date</b></p> <p>_____</p>
<p><b>Name of person submitting the bid</b></p>	<p><b>Witness</b></p> <p>Witness Name _____</p> <p>Witness Signature _____</p> <p>Date _____</p>
<p><b>Business address</b></p>	

**Partnership Bidder**

<p><b>Name of Partnership</b></p> <p>If fictitious trade name is employed in the conduct of business, insert such name and complete, as appropriate. This foregoing fictitious or trade name  <input type="checkbox"/> is <input type="checkbox"/> is not a been registered under Guam Law.</p>	<p><b>Bidder's Signature</b> _____</p> <p><b>Date</b> _____</p>
<p><b>Name of person submitting the bid</b></p>	<p><b>Witness</b></p> <p>Witness Name _____</p> <p>Witness Signature _____</p> <p><b>Date</b> _____</p>
<p><b>Business address</b></p>	

**Corporate Bidder**



<b>Name of Corporation</b>	<b>Corporate's Signature</b> _____ <b>Title</b> _____ <b>Date</b> _____
<b>Name of person submitting the bid</b>	<b>Certificate as to Corporate Principle</b> I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond: That _____ _____ , who signed the bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and I behalf of said corporation by authority of its governing body. _____ (Corporate Seal)
<b>Business address</b>	



# GHURA

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Guahan Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Siudad Guahan  
117 Bien Venida Avenue, Sinajana, GU 96910

Phone: (671)477-9851 Fax: (671) 300-7565 TTY: (671) 472-3701

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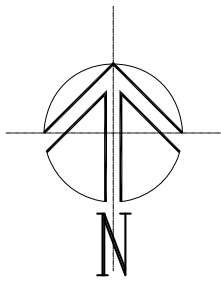


**EQUAL HOUSING  
OPPORTUNITY**

## **12-UNIT RAILING REPLACEMENT (GHURA 83) UMATAC, MERIZO, INARAJAN, GUAM**

**PREPARED BY:  
A/E**

**APPROVED BY:  
SONNY PEREZ**



PHILIPPINE  
SEA

ANDERSEN  
A.F.B.

YIGO

DEDEDO

TUMON

HARMON

TAMUNING

MONGMONG

ASAN

AGANA

SINAJANA

BARRIGADA

TOTO

ORDOT

MANGILAO

GCC

AGANA HEIGHTS

CHALAN PAGO

UOG

YONA

NAVAL STATION

SANTA RITA

AGAT

TALOFOFO

PACIFIC  
OCEAN

N.A.S.A.  
TRACKING STA.

UMATAC  
GHURA 83

UMATAC

MERIZO  
GHURA 83

MERIZO

INARAJAN  
GHURA 83

INARAJAN

COCOS  
ISLAND

# KEY MAP

## **SPECIAL CONDITIONS**

### **1. PROJECT SITE and DESCRIPTION:**

This a **DESIGN BUILD** project where the intent is to Replace and Construct a new galvanized railings and handrailing. The 12 units are in AMP-3 and AMP-2, Umatac, Merizo and Inarajan respectively.

### **2. TIME OF COMPLETION**

The work shall commence at the time stipulated in the Notice to Proceed and shall be full completed within the time frame indicated below:

- a. Design Time: The contractor shall complete the Shop drawings with 30 calendar days upon receipt of notice to proceed. See Design and Contract requirements for details.
  - b. Construction Contract Period: **120 consecutive calendar days** after building permit is issued and signed off by DPW and other government agencies.
  - c. Liquidated Damages: In case of failure on part of the Contractor to complete the work within the time fixed in the Contract, or within any time extensions given thereof, the Contractor and his sureties shall be liable for and shall pay to GHURA the sum of **\$150.00** liquidated damages per calendar days of delay until the work is completed or accepted.
  - d. Contractor **MUST** meet the Construction Classifications for railing installations.
- 

### **3. DESIGN AND CONSTRUCTION CRITERIA**

#### **3.1 SCOPE OF WORK:**

#### **REMOVAL:**

- A. Removed existing balcony railing and handrailing for 12 units and return to AMP-2 and AMP-3 office. Contractor to coordinate AMP's manager or maintenance supervisor.
- B. All existing anchor bolts and base plates shall be removed. All damage property that is not part of the scope will be replace at contractor's cost.

#### **NEW CONSTRUCTION:**

- C. Install hot-dipped galvanized balcony railing and handrailing for the following location 4 units in Umatac, 4 units in Merizo, and 4 Units in Inarajan. These includes with base plate and wedge anchor bolts. See SK-1 for reference plans and elevations. See SK-2 to SK-4 for Site Maps and Photos.

Here are the 12- unit numbers are the following:

1. Unit # 113A/113B (Merizo)
2. Unit # 128/128B (Merizo)
3. Unit # 114/114B (Merizo)
4. Unit # 156/156A (Merizo)
5. Unit # 168/168A (Umatac)
6. Unit # 184/184A (Umatac)
7. Unit # 206/206A (Umatac)
8. Unit # 236/236A (Umatac)
9. Unit # 120/120B (Inarajan)
10. Unit # 113A/113B (Inarajan)
11. Unit # 111A/111B (Inarajan)
12. Unit # 129A/129B (Inarajan)

## **12-UNIT RAILING REPLACEMENT (GHURA 83)**

Umatac, Merizo and Inarajan, Guam

- D. All vertical pipe post and base plates shall be design to resist 200 lbs. of lateral forces. All pipe shall be hot-dipped galvanized and shall be meet ASTM standards.
- E. All top handrailing shall be design a minimum live load of 50lb/ft
- F. All railing shall be paint using epoxy paint. Contractor to verify with the AMP's manager or maintenance supervisor for selection of color.
- G. Contractor will submit a Shop drawing on each unit for approval with Stamp and sign by the professional engineer and provide structural calculations for review for post, top rail, base plate and anchor bolts.
- H. Contractor shall submit material submittal for approval before purchasing materials.

### **GENERAL NOTES:**

1. Drawing provided are preliminary drawings for Bid purpose only and shall not be use or construction document. Contractor shall obtain Registered Architect & Engineer to provide construction documents to comply with Guam Design Codes and Guides References for building permit.
2. Contractor shall field verify existing site condition, dimension and scope of work prior to bidding. Contractor to notify contacting officer for any discrepancies between scope of work, actual field conditions and project intent which may interfere with this project.
3. Miscellaneous items of work not indicated but which are necessary to implement the project intent of which are customarily performed shall be provided by the Contract Bidder as if fully and correctly described in the scope of work and/or drawings.
4. The contractor shall coordinate and obtain all necessary clearance from all Government agencies prior to any work activity within government utility side. Damaged done by the contractor to any existing GOVGUAM utility lines shall be repaired by the contractor at no cost to the government. Repair work shall be per GOVGUAM standards and approval.
5. The Contractor shall obtain and pay for the Building Permit and other permit and Governmental fees, License and Inspections necessary for property execution and completion of the work.
6. Protection: Provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Provide protection for adjacent properties: restore damaged work to condition existing prior to start of work.
7. Cleaning up: The Contractor shall, at all times, keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove from site all construction materials, waste materials and rubbish from and about the sites as well.
8. All rebars and metal materials shall be manufactured in US as per HUD requirement Buy America and Build America (BABA)

**12-UNIT RAILING REPLACEMENT (GHURA 83)**  
Umatac, Merizo and Inarajan, Guam

**3.2 DESIGN CODES/GUIDES AND REFERENCES:**

All services shall be performed in accordance with general criteria contained in following references.

- a.) Building Law, Title XXXII, Government Code of Guam
- b.) International Building Code (2009 Edition)
- c.) International Mechanical Code (Latest Edition)
- d.) International Plumbing Code (Latest Edition)
- e.) National Electrical Code (NCE-Latest Edition)
- f.) National Electrical Safety (NESC-Latest Edition)
- g.) Life Safety (Latest Edition)
- h.) International Fire Code (IFC Latest Edition)
- i.) National Fire Protection Association Handbook (NFPA 70)
- j.) Illuminating Engineering Society (IES)
- k.) American Disability Act (ADA)
- l.) GEPA, USEPA, CFR29
- m.) Guam Energy Code
- n.) Army Corp of Engineers
- o.) 2006 CNMI/Guam Stormwater Management Manual
- p.) All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP.

**4. GOVERNMENT REVIEWING AND APPROVING AGENCIES:**

1. Department of Public Works
2. Guam Environment Protection Agency
3. Department of Land Management
4. Guam Power Authority
5. Guam Waterworks Authority
6. Guam Historic Preservation
7. Guam Department of Agriculture

**5. DISPOSAL:**

1. Removal and Disposal fee shall be paid by the contractor.

**12-UNIT RAILING REPLACEMENT (GHURA 83)**  
Umatac, Merizo and Inarajan, Guam

**6. DESIGN AND CONTRACT REQUIREMENTS:**

The project shall conform to latest International Building Code (IBC), other related applicable codes and regulations for building construction and safety to be used where applicable. Modern construction techniques maybe incorporated in the project design to obtain both quality and economy and to provide a functional, complete and usable facility.

The contractor shall obtain a Work Clearance Request Form prior to the start of work as well as other applicable permits required being accomplished.

The contractor operation shall be limited to providing minimum disruption to facility operation and mission requirements. Applicable work contingencies plans shall be available in the event of natural disaster and other related emergencies.

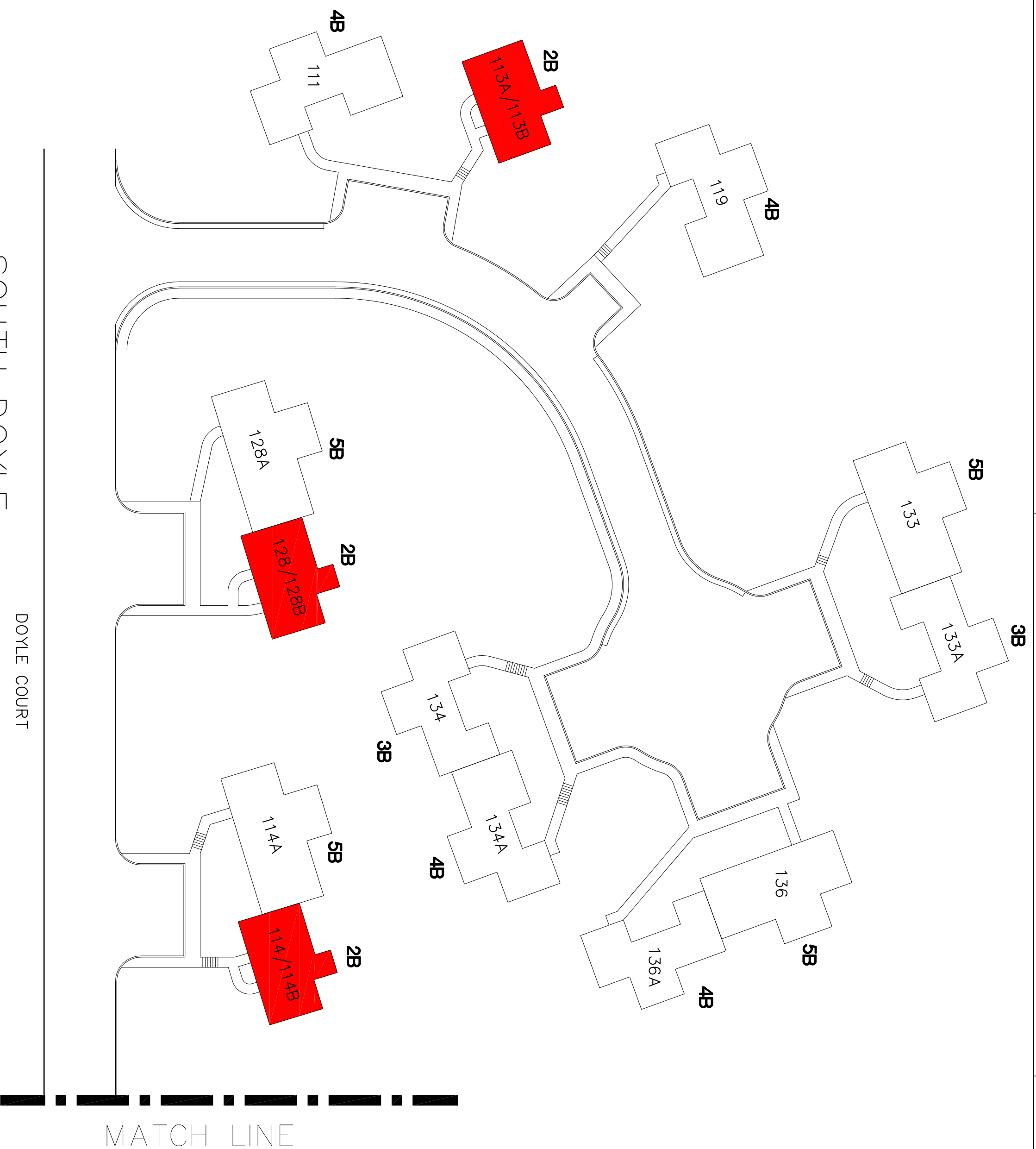
The contractor operation shall be confined to the immediate vicinity of the work and shall not in any way to interfere or obstruct the ingress or egress to and from adjacent property. All existing improvements shall be protected from damage.

**Design Submittal Schedule:**

- 60% Design Submittal: No later than 30 calendar days following construction award date. Submit five (2) hard copies of (11" x 17") size format, specifications, preliminary construction schedule and basis of design, and electronic pdf copies on two (2) CD-ROMs. Allow 7 calendar days for Government review.
- Construction Drawings: 10 calendar days following receipt of Government review comments on the 100% Design and notice to proceed (NTP) with Construction drawings documents. Submit three (2) hard copies (11" x 17") ANSI D size format drawing sets, specifications (included in the drawings), preliminary construction schedule, basis of design; also provide electronic pdf copies on two (2) CDROMs.





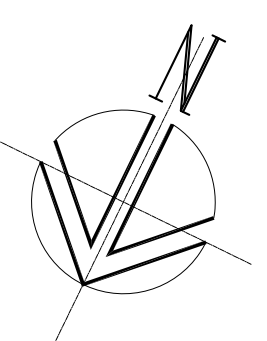


SOUTH DOYLE

# GHURA 83 – MERIZO SITE PLAN

SCALE:

NTS

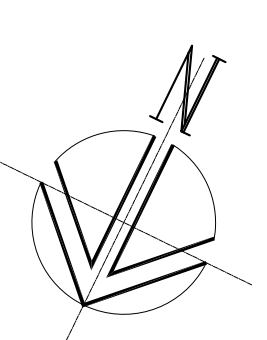


NORTH DOYLE

# GHURA 83 – MERIZO SITE PLAN

SCALE:

NTS



113A/113B



128/128B



114/114B

NOTE:  
PHOTOS NOT INCLUDED AT THE BACK  
OF THE BUILDING. REFER TO FLOOR  
PLAN FOR LOCATION



156/156A

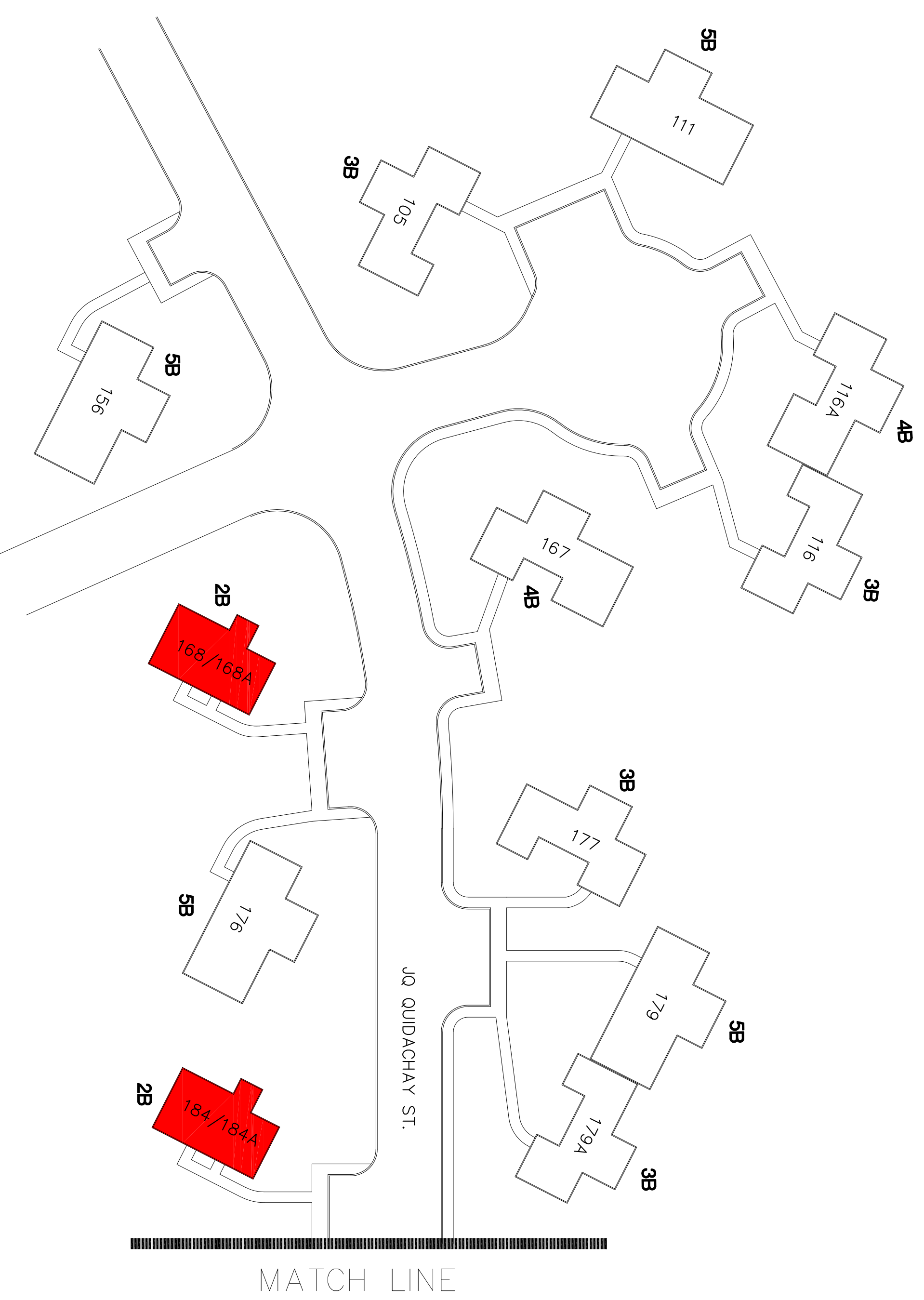
REVISION	DATE	BY	DESCRIPTION	APPROVED

PROJECT NO:		DESCRIPTION:	<b>GOVERNMENT OF GUAM</b> GUAM HOUSING & URBAN RENEWAL AUTHORITY
CONTRACT NO:		PROJECT AND LOCATION:	
DESIGNED BY:		APPROVED BY:	
DRAWN BY:		ENGINEER SUPERVISOR OF DIVISION OF CIP:	
CHECKED BY:		SHEET COMMENT:	GHURA 83 – SITE PLAN (MERIZO) PHOTOS
SUPERVISED BY:		SECTION MANAGER:	
SCALE:		DATE:	
		DWG NO:	<b>SK-2</b>
		SHEET:	2 OF 4

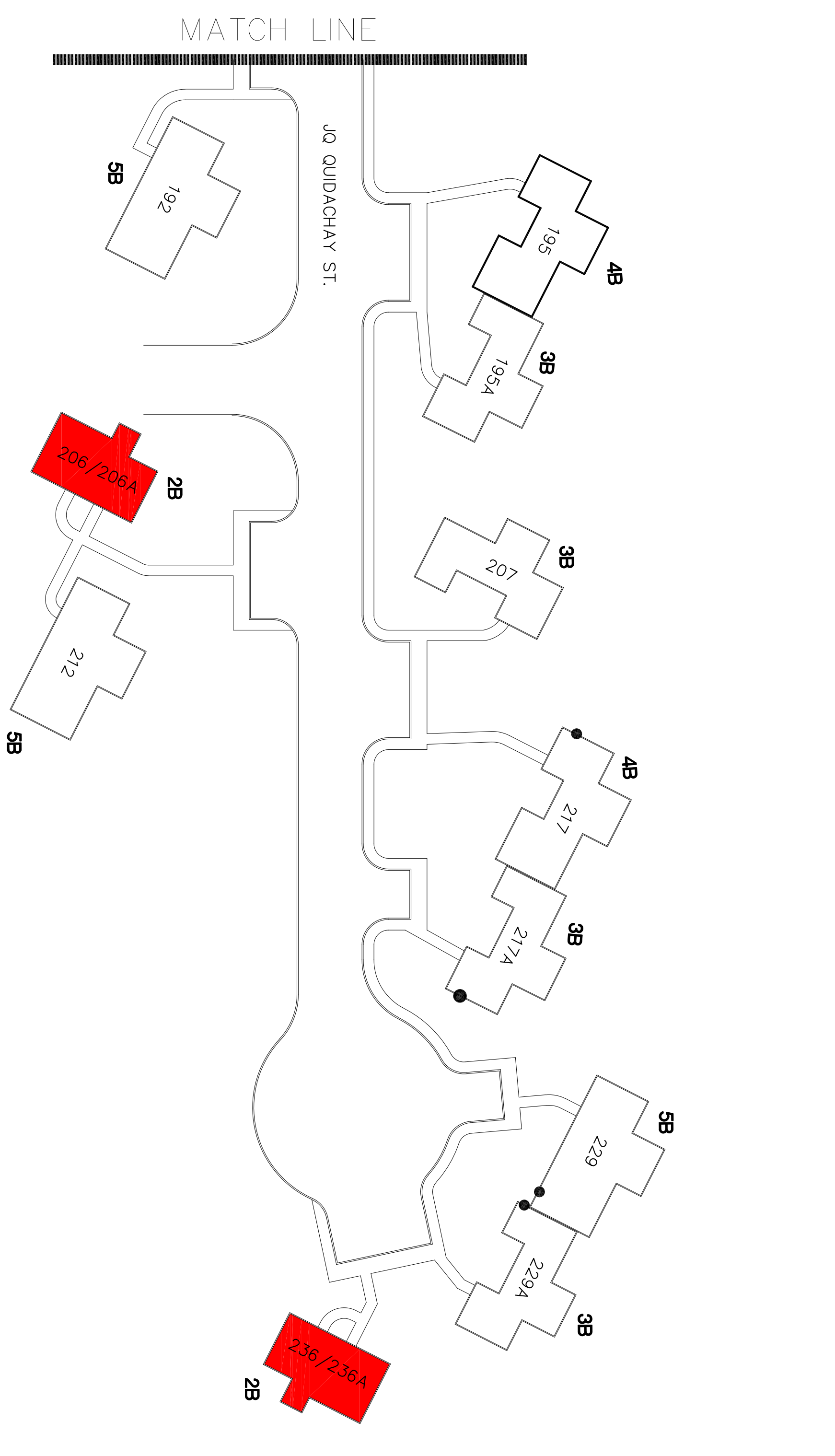
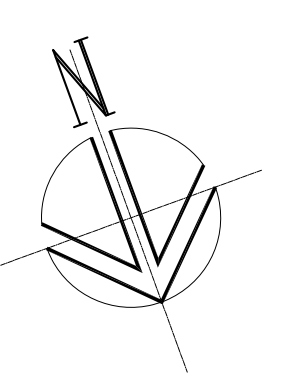
SEAL:	
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY OR UNDER MY DIRECT SUPERVISION	



# GHURA 83 - UMATAC SITE PLAN

SCALE:

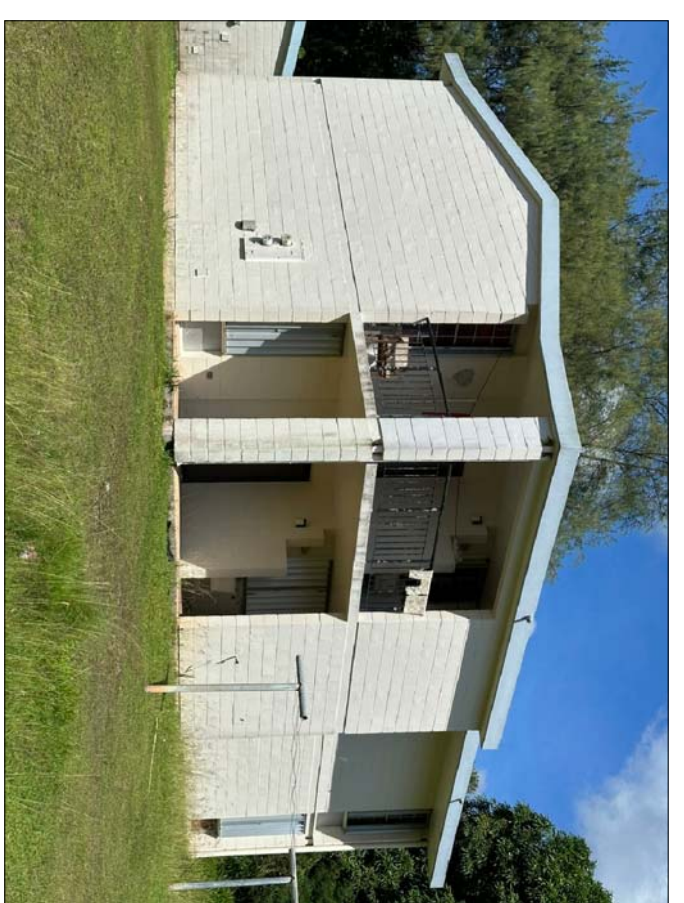
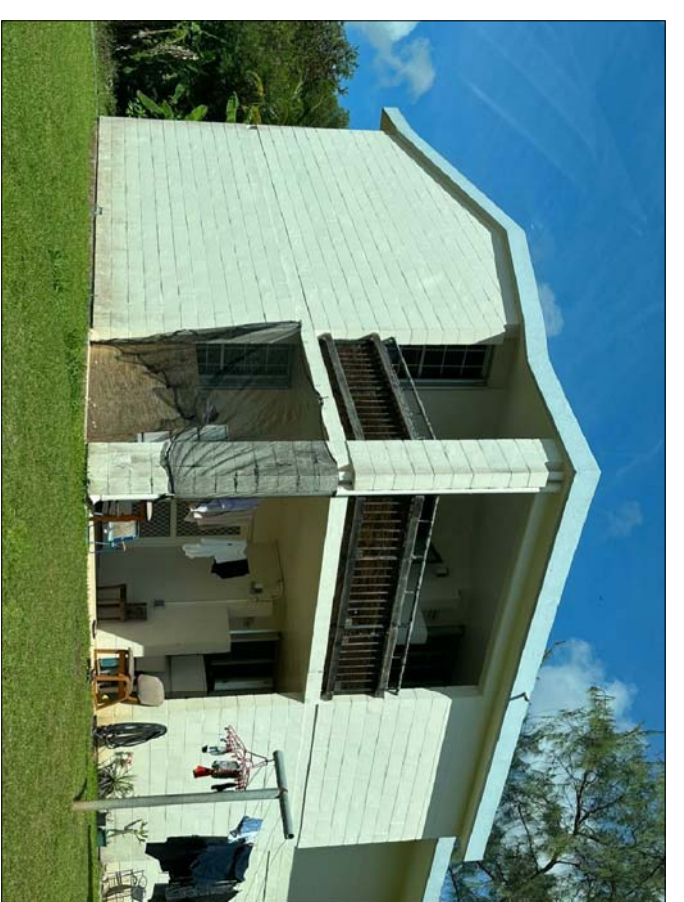
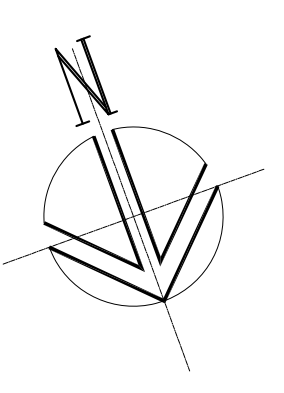
NTS



# GHURA 83 - UMATAC SITE PLAN

SCALE:

NTS



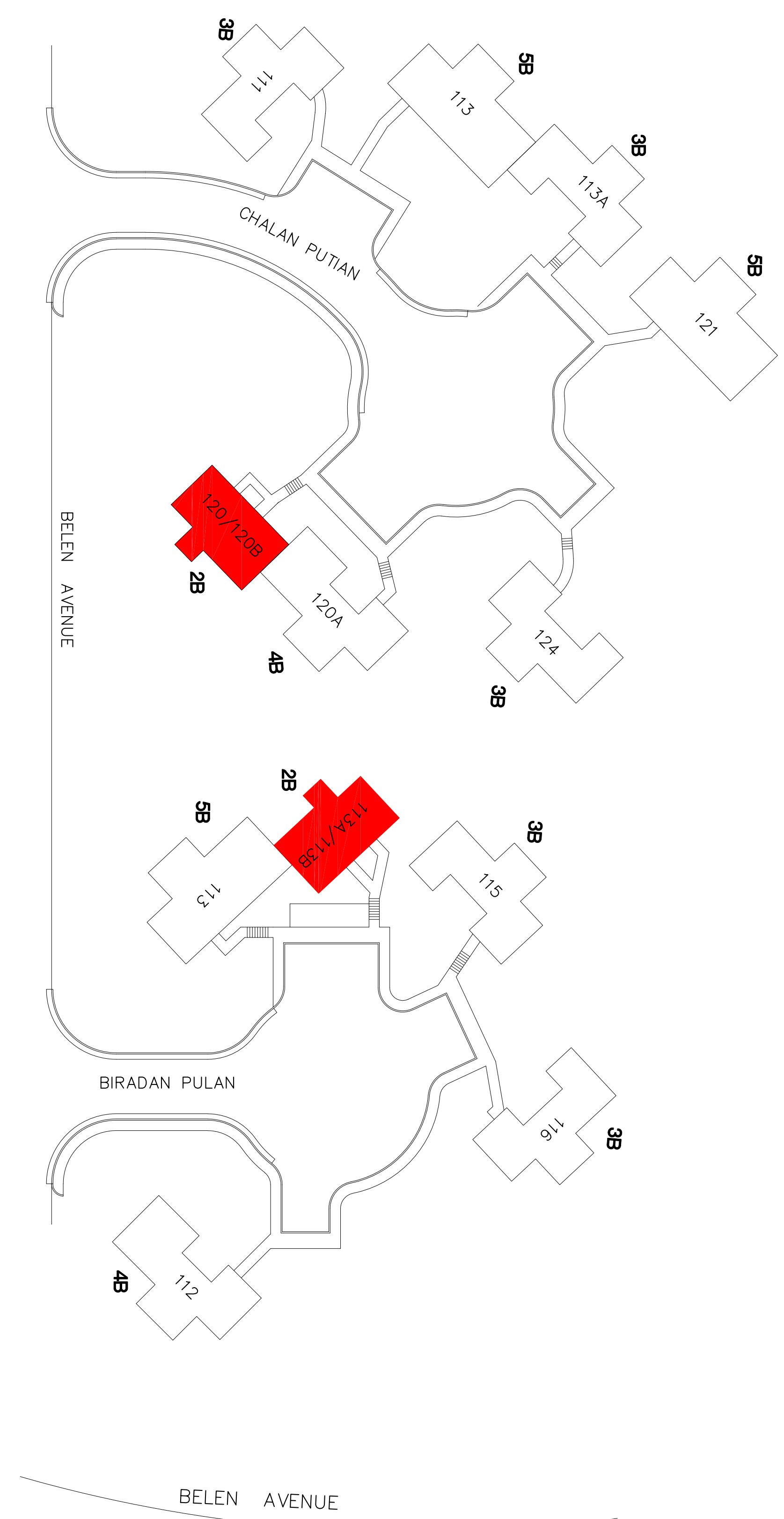
168/168A

184/184A

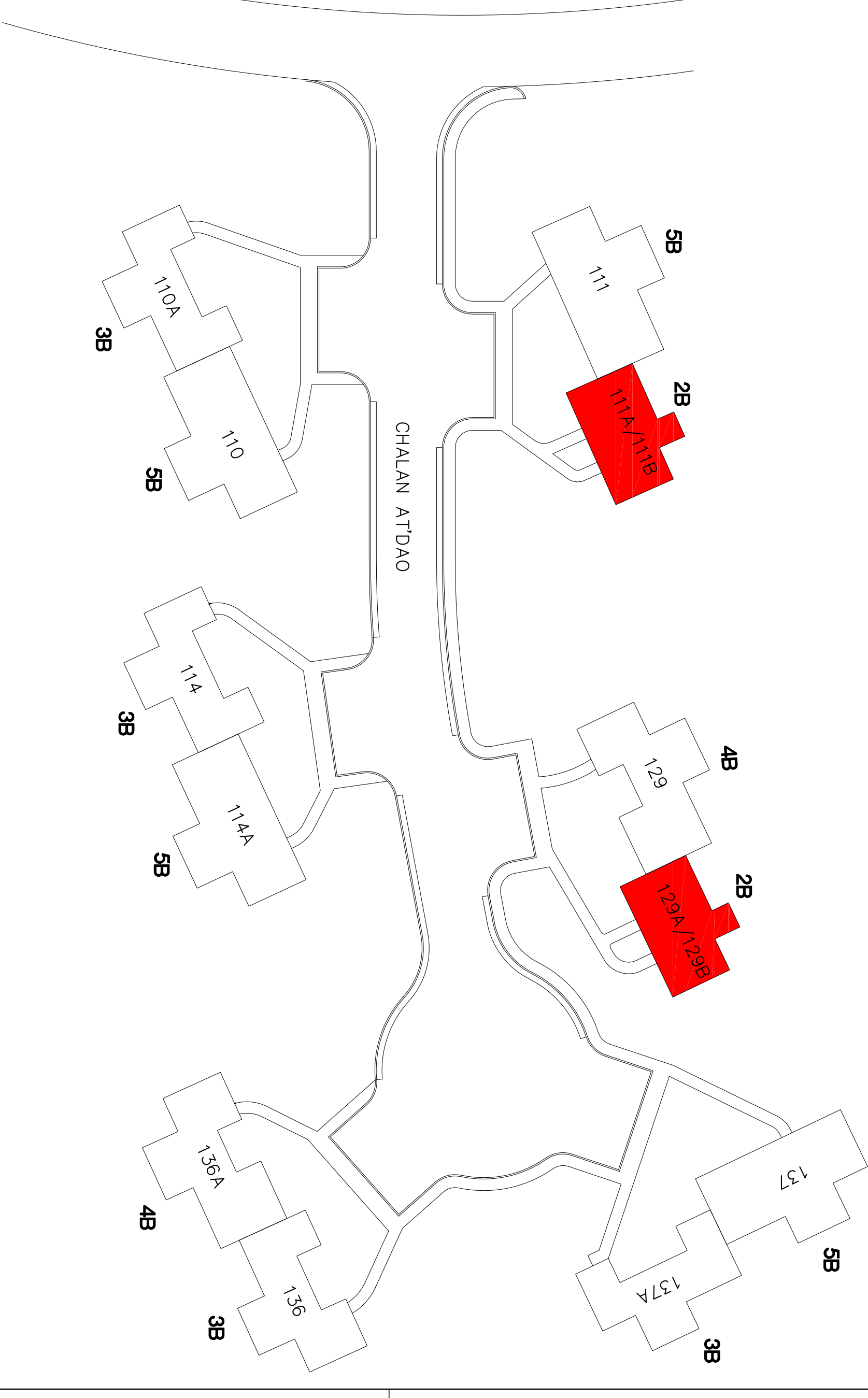
206/206A

236/236A

REVISION DATE BY		APPROVED	
PROJECT NO:		DESCRIPTION	
CONTRACT NO:		GUAM HOUSING & URBAN RENEWAL AUTHORITY	
DESIGNED BY:		PROJECT AND LOCATION:	
DRAWN BY:		APPROVED BY:	
CHECKED BY:		DATE	
SUPERVISED BY:		ENGINEER SUPERVISOR OF DIVISION OF CIP	
CADC SECT/DIV. OF CIP DATE		SHEET COMMENT:	
SECTION MANAGER DATE		GHURA 83 -SITE PLAN (UMATAC) PHOTOS	
SCALE:		DWG. NO. SK-3	
SEAL I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED BY OR UNDER MY DIRECT SUPERVISION		SHEET 3 OF 4	



SITE 1

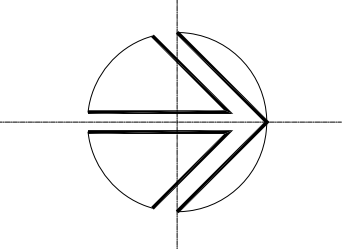


SITE 2

# GHURA 83 – INARAJAN SITE PLAN

SCALE:

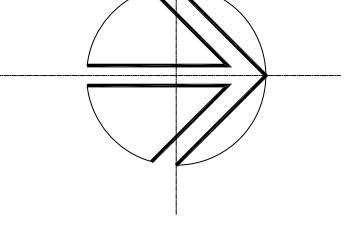
NTS



# GHURA 83 – INARAJAN SITE PLAN

SCALE:

NTS



REVISION	DATE	BY	DESCRIPTION	APPROVED

PROJECT NO:	CONTRACT NO:	DESIGNED BY:	DRAWN BY:	CHECKED BY:	SUPERVISED BY:	COG. SECT./DIV. OF C/P DATE	APPROVED BY:	ENGINEER SUPERVISOR OF DIVISION OF C/P	DATE
PROJECT AND LOCATION:							SHEET COMMENT:		
GUAM HOUSING & URBAN RENEWAL AUTHORITY							GHURA 83 -SITE PLAN (UMATAC) PHOTOS		

SEAL	HIEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY OR UNDER MY DIRECT SUPERVISION	DWG. NO. SK-4	SHEET 4 OF 4
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120/120B

113A/113B

111A/11B

129A/129B



# GHURA

Guahan Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Siudad Guahan  
117 Bien Venida Avenue, Sinajana, GU 96910

Phone: (671)477-9851 Fax: (671) 300-7565 TTY: (671) 472-3701



## **SPECIFICATIONS**

### **12-UNIT RAILING REPLACEMENT (GHURA 83)**

**UMATAC, MERIZO, INARAJAN, GUAM**

**PREPARED BY:**  
**A/E**

**APPROVED BY:**  
**SONNY PEREZ**

12 UNIT RAILING REPLACEMENT

SECTION 05 52 00

METAL RAILINGS

08/15

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

AASHTO M 314 (1990; R 2013) Standard Specification for  
Steel Anchor Bolts

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M (2015) Structural Welding Code - Steel

ASTM INTERNATIONAL (ASTM)

ASTM A123/A123M (2013) Standard Specification for Zinc  
(Hot-Dip Galvanized) Coatings on Iron and  
Steel Products

ASTM A283/A283M (2013) Standard Specification for Low and  
Intermediate Tensile Strength Carbon Steel  
Plates

ASTM A36/A36M (2014) Standard Specification for Carbon  
Structural Steel

ASTM A53/A53M (2012) Standard Specification for Pipe,  
Steel, Black and Hot-Dipped, Zinc-Coated,  
Welded and Seamless

ASTM C514 (2004; R 2014) Standard Specification for  
Nails for the Application of Gypsum Board

ASTM E488/E488M (2015) Standard Test Methods for Strength  
of Anchors in Concrete and Masonry Elements

NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM)

NAAMM AMP 521 (2001) Pipe Railing Manual

1.2 ADMINISTRATIVE REQUIREMENTS

1.2.1 Pre-Installation Meetings

Within [30] [\_\_\_\_\_] days of Contract Award, submit [fabrication drawings](#)  
[to the Contracting Officer] for the following items:

[ a. Iron and Steel Hardware

## 12 UNIT RAILING REPLACEMENT

- ]b. Steel Shapes, Plates, Bars and Strips
- ]c. Steel Railings and Handrails
- ]d. Aluminum Railings and Handrails
- ] e. Anchorage and fastening systems

Submit manufacturer's catalog data, including two copies of manufacturers specifications, load tables, dimension diagrams, and anchor details for the following items:

- [ a. Structural steel plates, shapes, and bars
- ]b. Structural steel tubing
- ]c. Cold finished steel bars
- ]d. Hot-Rolled carbon steel bars
- ]e. Cold-Drawn steel tubing
- ]f. Concrete inserts
- ]g. Masonry anchorage devices
- ]h. Protective coating
- ]i. Steel railings and handrails
- ]j. Aluminum railings and handrails
- ] k. [Anchorage and fastening systems](#)

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are [for Contractor Quality Control approval.][for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government.] Submittals with an "S" are for inclusion in the Sustainability Notebook, in conformance to Section [01 33 29 SUSTAINABILITY REPORTING](#). Submit the following in accordance with Section [01 33 00 SUBMITTAL PROCEDURES](#):

#### [SD-02 Shop Drawings](#)

[Fabrication Drawings](#)[; G

#### [SD-07 Certificates](#)

[Welding Procedures](#)[; G

[Welder Qualification](#)[; G

## 12 UNIT RAILING REPLACEMENT

### SD-08 Manufacturer's Instructions

#### Installation Instructions[; G

#### 1.4 QUALITY CONTROL

##### 1.4.1 Welding Procedures

Section 05 05 23.16 STRUCTURAL WELDING applies to work specified in this section.

Submit [welding procedures](#) testing in accordance with [AWS D1.1/D1.1M](#) made in the presence of the Contracting Officer and by an approved testing laboratory at the Contractor's expense.

##### 1.4.2 Welder Qualification

Submit certified [welder qualification](#) by tests in accordance with [AWS D1.1/D1.1M](#), or under an equivalent approved qualification test. In addition perform tests on test pieces in positions and with clearances equivalent to those actually encountered. If a test weld fails to meet requirements, make an immediate retest of two test welds and ensure each test weld passes. Failure in the immediate retest will require that the welder be retested after further practice or training and make a complete set of test welds.

## PART 2 PRODUCTS

### 2.1 FABRICATION

Pre-assemble items in the shop to the greatest extent possible. Disassemble units only to the extent necessary for shipping and handling. Clearly mark units for reassembly and coordinated installation.

For the fabrication of work exposed to view, use only materials that are smooth and free of surface blemishes, including pitting, seam marks, roller marks, rolled trade names, and roughness. Remove blemishes by grinding, or by welding and grinding, prior to cleaning, treating, and application of surface finishes, including zinc coatings.

Provide railings and handrails detail plans and elevations at not less than [1-inch to 1-foot](#). Provide details of sections and connections at not less than [3-inches to 1-foot](#). Also detail setting drawings, diagrams, templates for installation of anchorages, including concrete inserts, anchor bolts, and miscellaneous metal items having integral anchors.

Use materials of size and thicknesses indicated or, if not indicated, of required size and thickness to produce adequate strength and durability in finished product for intended use. Work materials to dimensions indicated on approved detail drawings, using proven details of fabrication and support. Use type of materials indicated or specified for the various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ensure all exposed edges are eased to a radius of approximately [1/32-inch](#). Bend metal corners to the smallest radius possible without causing grain separation or otherwise impairing the work.

Weld corners and seams continuously and in accordance with the

## 12 UNIT RAILING REPLACEMENT

recommendations of AWS D1.1/D1.1M. Grind exposed welds smooth and flush to match and blend with adjoining surfaces.

Form exposed connections with hairline joints that are flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of the type indicated or, if not indicated, use Phillips flathead (countersunk) screws or bolts.

Provide anchorage of the type indicated and coordinated with the supporting structure. Fabricate anchoring devices and space as indicated and as required to provide adequate support for the intended use of the work.

Use hot-rolled steel bars for work fabricated from bar stock unless work is indicated or specified to be fabricated from cold-finished or cold-rolled stock.

### 2.1.1 Steel Handrails

Fabricate joint posts, rail, and corners by one of the following methods:

- a. Flush-type rail fittings of commercial standard, welded and ground smooth with railing splice locks secured with 3/8 inch hexagonal-recessed-head setscrews.
- b. Mitered and welded joints made by fitting post to top rail and intermediate rail to post, mitering corners, groove welding joints, and grinding smooth. Butt railing splices and reinforce them by a tight fitting interior sleeve not less than 6 inches long.
- c. Railings may be bent at corners in lieu of jointing, provided bends are made in suitable jigs and the pipe is not crushed.

Provide removable sections as indicated.

### 2.1.2 Protective Coating

Shop prime the steelwork as indicated in accordance with Section 09 90 00 PAINTS AND COATINGS except surfaces of steel that are:

- a. encased in concrete
- b. surfaces for welding
- c. high-strength bolt connected contact surfaces
- d. crane rails surfaces

Provide hot dipped galvanized steelwork as indicated in accordance with ASTM A123/A123M. Touch up abraded surfaces and cut ends of galvanized members with zinc-dust, zinc-oxide primer, or an approved galvanizing repair compound.

## 2.2 COMPONENTS

### 2.2.1 Structural Steel Plates

Provide structural-size shapes and plates, except plates to be bent or cold-formed, conforming to ASTM A36/A36M, unless otherwise noted.



## 12 UNIT RAILING REPLACEMENT

Provide steel plates, to be bent or cold-formed, conforming to [ASTM A283/A283M](#), Grade C.

Provide steel bars and bar-size shapes conforming to [ASTM A36/A36M](#), unless otherwise noted.

### 2.2.2 Steel Pipe

Provide pipe conforming to [ASTM A53/A53M](#), type as selected, Grade B; primed finish, unless galvanizing is required; standard weight (Schedule 40).

### 2.2.3 Masonry Anchorage Devices

Provide masonry anchorage devices consisting of expansion shields complying with [AASHTO M 314](#), [ASTM E488/E488M](#) and [ASTM C514](#) as follows:

Provide lead expansion shields for machine screws and bolts [1/4-inch](#) and smaller; head-out embedded nut type, single unit class, Group I, Type 1, Class 1.

Provide bolt anchor expansion shields for lag bolts; zinc-alloy, long shield anchors class, Group II, Type 1, Class 1.

### ][2.2.4 Steel Railings And Handrails

Design handrails to resist a concentrated load of [200 lbs](#) in any direction at any point of the top of the rail or [50 lbs per foot](#) applied horizontally to top of the rail, whichever is more severe. [NAAMM AMP 521](#), provide the same size rail and post. Provide pipe collars of the same material and finish as the handrail and posts. [Provide series 300 stainless steel pipe collars.]

#### 2.2.4.1 Steel Handrails

Provide steel handrails, including inserts in concrete, [steel pipe conforming to [ASTM A53/A53M](#)]. Provide steel railings of [2-inches](#) nominal size, hot-dip galvanized.

## [ ]PART 3 EXECUTION

### 3.1 PREPARATION

Adjust stair railings and handrails prior to securing in place to ensure proper matching at butting joints and correct alignment throughout their length. Space posts not more than [5-feet](#) on center. Plumb posts in each direction. Secure posts and rail ends to building construction as follows:

- a. Anchor posts in concrete by means of pipe sleeves set and anchored into concrete. Provide sleeves of galvanized, standard weight, steel pipe, not less than [6-inches](#) long, and having an inside diameter not less than [1/2-inch](#) greater than the outside diameter of the inserted

## 12 UNIT RAILING REPLACEMENT

pipe post. Provide steel plate closure secured to the bottom of the sleeve, with closure width and length not less than 1-inch greater than the outside diameter of the sleeve. After posts have been inserted into sleeves, fill the annular space between post and sleeve with molten lead, sulfur, or a quick-setting hydraulic cement. Cover anchorage joint with a round steel flange welded to the post.

- b. Anchor posts to steel with steel oval flanges, angle type or floor type as required by conditions, welded to posts and bolted to the steel supporting members.
  
- d. Anchor rail ends to steel with steel oval or round flanges welded to tail ends and bolted to the structural steel members.

Secure handrails to walls by means of wall brackets and wall return fitting at handrail ends. Provide brackets of malleable iron castings, with not less than 3-inch projection from the finish wall surface to the center of the pipe drilled to receive one 3/8-inch bolt. Locate brackets not more than 60-inches on center. Provide wall return fittings of cast iron castings, flush-type, with the same projection as that specified for wall brackets. Secure wall brackets and wall return fittings to building construction as follows:

- a. For concrete and solid masonry anchorage, use bolt anchor expansion shields and lag bolts.
- b. For hollow masonry and stud partition anchorage, use toggle bolts having square heads.

Install toe boards and brackets where indicated. Make splices, where required, at expansion joints. Install removable sections as indicated.

### 3.2 INSTALLATION

Submit manufacturer's [installation instructions](#) for the following products to be used in the fabrication of steel:

- a. Structural steel plates, shapes, and bars
- b. Structural steel tubing
  
- f. Protective coating
- g. Masonry anchorage devices
- h. Steel railings and handrails
  
- j. Anchorage and fastening systems

Provide complete, detailed fabrication and installation drawings for all [iron and steel hardware](#), and for all [steel shapes, plates, bars and strips](#)

## 12 UNIT RAILING REPLACEMENT

used in accordance with the design specifications referenced in this section.

### 3.2.1 Steel Handrail

Install anchored by expansion shields and bolts.

### 3.2.2 Touchup Painting

Immediately after installation, clean field welds, bolted connections, abraded areas of the shop paint, and exposed areas painted with the paint used for shop painting. Apply paint by brush or spray to provide a minimum dry-film thickness of 2-mils.

## 3.3 FIELD QUALITY CONTROL

### 3.3.1 Field Welding

Ensure procedures of manual shielded metal arc welding, appearance and quality of welds made, and methods used in correcting welding work comply with AWS D1.1/D1.1M.

-- End of Section --

SECTION 09 90 00

PAINTS AND COATINGS

08/08

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

ACGIH 0100Doc (2005) Documentation of the Threshold Limit Values and Biological Exposure Indices

ASTM INTERNATIONAL (ASTM)

ASTM D 2092 (1995; R 2001e1) Standard Guide for Preparation of Zinc-Coated (Galvanized) Steel Surfaces for Painting

ASTM D 235 (2002; R 2008) Mineral Spirits (Petroleum Spirits) (Hydrocarbon Dry Cleaning Solvent)

ASTM D 4214 (2007) Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Films

MASTER PAINTERS INSTITUTE (MPI)

MPI 10 (Jan 2004) Exterior Latex, Flat, MPI Gloss Level 1

MPI 101 (Jan 2004) Epoxy Anti-Corrosive Metal Primer

MPI 107 (Jan 2004) Rust Inhibitive Primer (Water-Based)

MPI 108 (Jan 2004) High Build Epoxy Coating, Low Gloss

MPI 11 (Jan 2004) Exterior Latex, Semi-Gloss, MPI Gloss Level 5

MPI 119 (Jan 2004) Exterior Latex, Gloss

MPI 134 (Jan 2004) Galvanized Primer (Waterbased)

MPI 163 (Jan 2006) Exterior W.B. Light Industrial Coating, Semi-Gloss, MPI Gloss Level 5

MPI 164 (Jan 2006) Exterior W.B. Light Industrial Coating, Gloss, MPI Gloss Level 6

12 UNIT RAILING REPLACEMENT

MPI 26	(Jan 2004) Cementitious Galvanized Metal Primer
MPI 42	(Jan 2004) Latex Stucco and Masonry Textured Coating
MPI 44	(Jan 2004) Interior Latex, MPI Gloss Level 2
MPI 50	(Jan 2004) Interior Latex Primer Sealer
MPI 54	(Jan 2004) Interior Latex, Semi-Gloss, MPI Gloss Level 5
MPI 72	(Jan 2004) Polyurethane, Two Component, Pigmented, Gloss

SCIENTIFIC CERTIFICATION SYSTEMS (SCS)

SCS SP-01	(2000) Environmentally Preferable Product Specification for Architectural and Anti-Corrosive Paints
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THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC PA 1	(2000; E 2004) Shop, Field, and Maintenance Painting
SSPC PA Guide 3	(1982; E 1995) A Guide to Safety in Paint Application
SSPC SP 1	(1982; E 2004) Solvent Cleaning
SSPC SP 10	(2007) Near-White Blast Cleaning
SSPC SP 12	(2002) Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating
SSPC SP 2	(1982; E 2004) Hand Tool Cleaning
SSPC SP 3	(2004; E 2004) Power Tool Cleaning
SSPC SP 6	(2007) Commercial Blast Cleaning
SSPC SP 7	(2007) Brush-Off Blast Cleaning
SSPC VIS 1	(2002; E 2004) Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning
SSPC VIS 3	(2004) Visual Standard for Power-and Hand-Tool Cleaned Steel
SSPC VIS 4	(1998; E 2000; E 2004) Guide and Reference Photographs for Steel Surfaces Prepared by Waterjetting

12 UNIT RAILING REPLACEMENT

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2008) Safety and Health Requirements Manual

U.S. DEPARTMENT OF DEFENSE (DOD)

MIL-STD-101 (Rev B) Color Code for Pipelines & for Compressed Gas Cylinders

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA Method 24 (2000) Determination of Volatile Matter Content, Water Content, Density, Volume Solids, and Weight Solids of Surface Coatings

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FED-STD-313 (Rev D; Am 1) Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activities

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.1000 Air Contaminants

29 CFR 1910.1025 Lead

29 CFR 1926.62 Lead

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

The current MPI, "Approved Product List" which lists paint by brand, label, product name and product code as of the date of contract award, will be used to determine compliance with the submittal requirements of this specification. The Contractor may choose to use a subsequent MPI "Approved Product List", however, only one list may be used for the entire contract and each coating system is to be from a single manufacturer. All coats on a particular substrate must be from a single manufacturer. No variation from the MPI Approved Products List is acceptable.

Samples of specified materials may be taken and tested for compliance with specification requirements.

In keeping with the intent of Executive Order 13101, "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition", products certified by SCS as meeting SCS SP-01 shall be given preferential consideration over registered products. Products that are registered shall be given preferential consideration over products not carrying any EPP designation.

## 12 UNIT RAILING REPLACEMENT

### SD-02 Shop Drawings

#### Piping identification

Submit color stencil codes

### SD-04 Samples

#### Color; G

Submit manufacturer's samples of paint colors. Cross reference color samples to color scheme as indicated.

#### Manufacturer's Material Safety Data Sheets

Submit manufacturer's Material Safety Data Sheets for coatings, solvents, and other potentially hazardous materials, as defined in FED-STD-313.

## 1.3 APPLICATOR'S QUALIFICATIONS

### 1.3.1 Contractor Qualification

Submit the name, address, telephone number, FAX number, and e-mail address of the contractor that will be performing all surface preparation and coating application. Submit evidence that key personnel have successfully performed surface preparation and application of coatings on a minimum of three similar projects within the past three years. List information by individual and include the following:

- a. Name of individual and proposed position for this work.
- b. Information about each previous assignment including:

Position or responsibility

Employer (if other than the Contractor)

Name of facility owner

Mailing address, telephone number, and telex number (if non-US) of facility owner

Name of individual in facility owner's organization who can be contacted as a reference

Location, size and description of structure

Dates work was carried out

Description of work carried out on structure

## 1.4 QUALITY ASSURANCE

### 1.4.1 Field Samples and Tests

The Contracting Officer may choose up to two coatings that have been delivered to the site to be tested at no cost to the Government. Take samples of each chosen product as specified in the paragraph "Sampling

## 12 UNIT RAILING REPLACEMENT

Procedures." Test each chosen product as specified in the paragraph "Testing Procedure." Products which do not conform, shall be removed from the job site and replaced with new products that conform to the referenced specification. Testing of replacement products that failed initial testing shall be at no cost to the Government.

### 1.4.1.1 Sampling Procedure

The Contracting Officer will select paint at random from the products that have been delivered to the job site for sample testing. The Contractor shall provide one quart samples of the selected paint materials. The samples shall be taken in the presence of the Contracting Officer, and labeled, identifying each sample. Provide labels in accordance with the paragraph "Packaging, Labeling, and Storage" of this specification.

## 1.5 REGULATORY REQUIREMENTS

### 1.5.1 Environmental Protection

In addition to requirements specified elsewhere for environmental protection, provide coating materials that conform to the restrictions of the local Air Pollution Control District and regional jurisdiction. Notify Contracting Officer of any paint specified herein which fails to conform.

### 1.5.2 Lead Content

Do not use coatings having a lead content over 0.06 percent by weight of nonvolatile content.

### 1.5.3 Chromate Content

Do not use coatings containing zinc-chromate or strontium-chromate.

### 1.5.4 Asbestos Content

Materials shall not contain asbestos.

### 1.5.5 Mercury Content

Materials shall not contain mercury or mercury compounds.

### 1.5.6 Silica

Abrasive blast media shall not contain free crystalline silica.

### 1.5.7 Human Carcinogens

Materials shall not contain ACGIH 0100Doc and ACGIH 0100Doc confirmed human carcinogens (A1) or suspected human carcinogens (A2).

## 1.6 PACKAGING, LABELING, AND STORAGE

Paints shall be in sealed containers that legibly show the contract specification number, designation name, formula or specification number, batch number, color, quantity, date of manufacture, manufacturer's formulation number, manufacturer's directions including any warnings and special precautions, and name and address of manufacturer. Pigmented paints shall be furnished in containers not larger than 5 gallons. Paints



## 12 UNIT RAILING REPLACEMENT

and thinners shall be stored in accordance with the manufacturer's written directions, and as a minimum, stored off the ground, under cover, with sufficient ventilation to prevent the buildup of flammable vapors, and at temperatures between 40 to 95 degrees F. Do not store paint with materials that have a high capacity to adsorb VOC emissions. Do not store paint in occupied spaces.

### 1.7 SAFETY AND HEALTH

Apply coating materials using safety methods and equipment in accordance with the following:

Work shall comply with applicable Federal, State, and local laws and regulations, and with the ACCIDENT PREVENTION PLAN, including the Activity Hazard Analysis as specified in Section 01 35 26 GOVERNMENT SAFETY REQUIREMENTS and in Appendix A of EM 385-1-1. The Activity Hazard Analysis shall include analyses of the potential impact of painting operations on painting personnel and on others involved in and adjacent to the work zone.

#### 1.7.1 Safety Methods Used During Coating Application

Comply with the requirements of SSPC PA Guide 3.

#### 1.7.2 Toxic Materials

To protect personnel from overexposure to toxic materials, conform to the most stringent guidance of:

- a. The applicable manufacturer's Material Safety Data Sheets (MSDS) or local regulation.
- b. 29 CFR 1910.1000.
- c. ACGIH 0100Doc, threshold limit values.
- d. The appropriate OSHA standard in 29 CFR 1910.1025 and 29 CFR 1926.62 for surface preparation on painted surfaces containing lead.

### 1.8 ENVIRONMENTAL CONDITIONS

Comply, at minimum, with manufacturer recommendations for space ventilation during and after installation.

#### 1.8.1 Post-Application

Vacate space for as long as possible after application. Wait a minimum of 48 hours before occupying freshly painted rooms. Maintain one of the following ventilation conditions during the curing period, or for 72 hours after application:

- a. Supply 100 percent outside air 24 hours a day.
- b. Supply airflow at a rate of 6 air changes per hour, when outside temperatures are between 55 degrees F and 85 degrees F and humidity is between 30 percent and 60 percent.
- c. Supply airflow at a rate of 1.5 air changes per hour, when outside

## 12 UNIT RAILING REPLACEMENT

air conditions are not within the range stipulated above.

### 1.9 LOCATION AND SURFACE TYPE TO BE PAINTED

#### 1.9.1 Painting Included

Where a space or surface is indicated to be painted, include the following unless indicated otherwise.

- a. Surfaces behind portable objects and surface mounted articles readily detachable by removal of fasteners, such as screws and bolts.
- b. New factory finished surfaces that require identification or color coding and factory finished surfaces that are damaged during performance of the work.
- c. Existing coated surfaces that are damaged during performance of the work.

##### 1.9.1.1 Exterior Painting

Includes new surfaces, existing coated surfaces, and existing uncoated surfaces, of the building and appurtenances. Also included are existing coated surfaces made bare by cleaning operations.

##### 1.9.1.2 Interior Painting

Includes new surfaces, existing uncoated surfaces, and existing coated surfaces of the building and appurtenances as indicated and existing coated surfaces made bare by cleaning operations. Where a space or surface is indicated to be painted, include the following items, unless indicated otherwise.

- a. Exposed columns, girders, beams, and
- b. Other contiguous surfaces.

#### 1.9.2 Painting Excluded

Do not paint the following unless indicated otherwise.

- a. Surfaces concealed and made inaccessible by panelboards, fixed ductwork, machinery, and equipment fixed in place.
- b. Surfaces in concealed spaces. Concealed spaces are defined as enclosed spaces above suspended ceilings, furred spaces, attic spaces, crawl spaces, elevator shafts and chases.
- c. Steel to be embedded in concrete.
- d. Copper, stainless steel, aluminum, brass, and lead except existing coated surfaces.
- e. Hardware, fittings, and other factory finished items.

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### PART 2 PRODUCTS

#### 2.1 MATERIALS

Conform to the coating specifications and standards referenced in PART 3. Submit manufacturer's technical data sheets for specified coatings and solvents. All coatings shall have mildewcide paint additives. Comply with applicable regulations regarding toxic and hazardous materials.

### PART 3 EXECUTION

#### 3.1 PROTECTION OF AREAS AND SPACES NOT TO BE PAINTED

Prior to surface preparation and coating applications, remove, mask, or otherwise protect, hardware, hardware accessories, machined surfaces, radiator covers, plates, lighting fixtures, public and private property, and other such items not to be coated that are in contact with surfaces to be coated. Following completion of painting, workmen skilled in the trades involved shall reinstall removed items. Restore surfaces contaminated by coating materials, to original condition and repair damaged items.

#### 3.2 SURFACE PREPARATION

Remove dirt, splinters, loose particles, grease, oil, disintegrated coatings, and other foreign matter and substances deleterious to coating performance as specified for each substrate before application of paint or surface treatments. Oil and grease shall be removed prior to mechanical cleaning. Cleaning shall be programmed so that dust and other contaminants will not fall on wet, newly painted surfaces. Exposed ferrous metals such as nail heads on or in contact with surfaces to be painted with water-thinned paints, shall be spot-primed with a suitable corrosion-inhibitive primer capable of preventing flash rusting and compatible with the coating specified for the adjacent areas.

##### 3.2.1 Additional Requirements for Preparation of Surfaces With Existing Coatings

Before application of coatings, perform the following on surfaces covered by soundly-adhered coatings, defined as those which cannot be removed with a putty knife:

- a. Test existing finishes for lead before sanding, scraping, or removing. If lead is present, refer to paragraph Toxic Materials.
- b. Wipe previously painted surfaces to receive solvent-based coatings, except stucco and similarly rough surfaces clean with a clean, dry cloth saturated with mineral spirits, ASTM D 235. Allow surface to dry. Wiping shall immediately precede the application of the first coat of any coating, unless specified otherwise.
- c. Sand existing glossy surfaces to be painted to reduce gloss. Brush, and wipe clean with a damp cloth to remove dust.
- d. The requirements specified are minimum. Comply also with the application instructions of the paint manufacturer.

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- e. Previously painted surfaces shall be thoroughly cleaned of all grease, dirt, dust or other foreign matter.
- f. Blistering, cracking, flaking and peeling or other deteriorated coatings shall be removed.
- g. Chalk shall be removed so that when tested in accordance with ASTM D 4214, the chalk resistance rating is no less than 8.
- h. Slick surfaces shall be roughened. Damaged areas such as, but not limited to, nail holes, cracks, chips, and spalls shall be repaired with suitable material to match adjacent undamaged areas.
- i. Edges of chipped paint shall be feather edged and sanded smooth.
- j. Rusty metal surfaces shall be cleaned as per SSPC requirements. Solvent, mechanical, or chemical cleaning methods shall be used to provide surfaces suitable for painting.
- k. New, proposed coatings shall be compatible with existing coatings.

### 3.2.2 Existing Coated Surfaces with Minor Defects

Sand, spackle, and treat minor defects to render them smooth. Minor defects are defined as scratches, nicks, cracks, gouges, spalls, alligatoring, chalking, and irregularities due to partial peeling of previous coatings. Remove chalking by sanding or blasting so that when tested in accordance with [ASTM D 4214](#), the chalk rating is not less than 8.

### 3.2.3 Removal of Existing Coatings

Remove existing coatings from the following surfaces:

- a. Surfaces containing large areas of minor defects;
- b. Surfaces containing more than 20 percent peeling area; and
- c. Surfaces designated by the Contracting Officer, such as surfaces where rust shows through existing coatings.

## 3.3 PREPARATION OF METAL SURFACES

### 3.3.1 Existing and New Ferrous Surfaces

- a. Ferrous Surfaces including Shop-coated Surfaces and Small Areas That Contain Rust, Mill Scale and Other Foreign Substances: Solvent clean or detergent wash in accordance with [SSPC SP 1](#) to remove oil and grease. Where shop coat is missing or damaged, clean according to [SSPC SP 2](#). Use inhibitor as recommended by coating manufacturer to prevent premature rusting. Shop-coated ferrous surfaces shall be protected from corrosion by treating and touching up corroded areas immediately upon detection.
- b. Surfaces With More Than 20 Percent Rust, Mill Scale, and Other Foreign Substances: Clean entire surface in accordance with [SSPC SP 6/SSPC SP 12](#) WJ-3.

## 12 UNIT RAILING REPLACEMENT

### 3.3.2 Final Ferrous Surface Condition:

For tool cleaned surfaces, the requirements are stated in [SSPC SP 2](#) and [SSPC SP 3](#). As a visual reference, cleaned surfaces shall be similar to photographs in [SSPC VIS 3](#).

For abrasive blast cleaned surfaces, the requirements are stated in [SSPC SP 7](#), [SSPC SP 6](#), and [SSPC SP 10](#). As a visual reference, cleaned surfaces shall be similar to photographs in [SSPC VIS 1](#).

For waterjet cleaned surfaces, the requirements are stated in [SSPC SP 12](#). As a visual reference, cleaned surfaces shall be similar to photographs in [SSPC VIS 4](#).

### 3.3.3 Galvanized Surfaces

- a. New or Existing Galvanized Surfaces With Only Dirt and Zinc Oxidation Products: Clean with solvent, steam, or non-alkaline detergent solution in accordance with [SSPC SP 1](#). If the galvanized metal has been passivated or stabilized, the coating shall be completely removed by brush-off abrasive blast. New galvanized steel to be coated shall not be "passivated" or "stabilized" If the absence of hexavalent stain inhibitors is not documented, test as described in [ASTM D 2092](#), Appendix X2, and remove by one of the methods described therein.
- b. Galvanized with Slight Coating Deterioration or with Little or No Rusting: Water jetting to [SSPC SP 12](#) WJ3 to remove loose coating from surfaces with less than 20 percent coating deterioration and no blistering, peeling, or cracking. Use inhibitor as recommended by the coating manufacturer to prevent rusting.
- c. Galvanized With Severe Deteriorated Coating or Severe Rusting: Water jet to [SSPC SP 12](#) WJ3 degree of cleanliness. Spot abrasive blast rusted areas as described for steel in [SSPC SP 6](#), and waterjet to [SSPC SP 12](#), WJ3 to remove existing coating.

### 3.3.4 Non-Ferrous Metallic Surfaces

Aluminum and aluminum-alloy, lead, copper, and other nonferrous metal surfaces.

- a. Surface Cleaning: Solvent clean in accordance with [SSPC SP 1](#) and wash with mild non-alkaline detergent to remove dirt and water soluble contaminants.

### 3.3.5 Terne-Coated Metal Surfaces

Solvent clean surfaces with mineral spirits, [ASTM D 235](#). Wipe dry with clean, dry cloths.

### 3.3.6 Existing Surfaces with a Bituminous or Mastic-Type Coating

Remove chalk, mildew, and other loose material by washing with a solution of  $\frac{1}{2}$  cup trisodium phosphate,  $\frac{1}{4}$  cup household detergent, one quart 5 percent sodium hypochlorite solution and 3 quarts of warm water.

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### 3.4 APPLICATION

#### 3.4.1 Coating Application

Painting practices shall comply with applicable federal, state and local laws enacted to insure compliance with Federal Clean Air Standards. Apply coating materials in accordance with **SSPC PA 1**. **SSPC PA 1** methods are applicable to all substrates, except as modified herein.

At the time of application, paint shall show no signs of deterioration. Uniform suspension of pigments shall be maintained during application.

Unless otherwise specified or recommended by the paint manufacturer, paint may be applied by brush, roller, or spray. Use trigger operated spray nozzles for water hoses. Rollers for applying paints and enamels shall be of a type designed for the coating to be applied and the surface to be coated. Wear protective clothing and respirators when applying oil-based paints or using spray equipment with any paints.

Paints, except water-thinned types, shall be applied only to surfaces that are completely free of moisture as determined by sight or touch.

Thoroughly work coating materials into joints, crevices, and open spaces. Special attention shall be given to insure that all edges, corners, crevices, welds, and rivets receive a film thickness equal to that of adjacent painted surfaces.

Each coat of paint shall be applied so dry film shall be of uniform thickness and free from runs, drops, ridges, waves, pinholes or other voids, laps, brush marks, and variations in color, texture, and finish. Hiding shall be complete.

Touch up damaged coatings before applying subsequent coats. Interior areas shall be broom clean and dust free before and during the application of coating material.

Apply paint to new fire extinguishing sprinkler systems including valves, piping, conduit, hangers, supports, miscellaneous metal work, and accessories. Shield sprinkler heads with protective coverings while painting is in progress. Remove sprinkler heads which have been painted and replace with new sprinkler heads. For piping in unfinished spaces, provide primed surfaces with one coat of red alkyd gloss enamel to a minimum dry film thickness of **1.0 mil**. Unfinished spaces include attic spaces, spaces above suspended ceilings, crawl spaces, pipe chases, mechanical equipment room, and space where walls or ceiling are not painted or not constructed of a prefinished material. For piping in finished areas, provide prime surfaces with two coats of paint to match adjacent surfaces, except provide valves and operating accessories with one coat of red alkyd gloss enamel. Upon completion of painting, remove protective covering from sprinkler heads.

- a. Drying Time: Allow time between coats, as recommended by the coating manufacturer, to permit thorough drying, but not to present topcoat adhesion problems. Provide each coat in specified condition to receive next coat.
- b. Primers, and Intermediate Coats: Do not allow primers or intermediate coats to dry more than 30 days, or longer than recommended by manufacturer, before applying subsequent coats.

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Follow manufacturer's recommendations for surface preparation if primers or intermediate coats are allowed to dry longer than recommended by manufacturers of subsequent coatings. Each coat shall cover surface of preceding coat or surface completely, and there shall be a visually perceptible difference in shades of successive coats.

- c. Finished Surfaces: Provide finished surfaces free from runs, drops, ridges, waves, laps, brush marks, and variations in colors.
- d. Thermosetting Paints: Topcoats over thermosetting paints (epoxies and urethanes) should be applied within the overcoating window recommended by the manufacturer.
- e. Floors: For nonslip surfacing on level floors, as the intermediate coat is applied, cover wet surface completely with almandite garnet, Grit No. 36, with maximum passing U.S. Standard Sieve No. 40 less than 0.5 percent. When the coating is dry, use a soft bristle broom to sweep up excess grit, which may be reused, and vacuum up remaining residue before application of the topcoat.

### 3.4.2 Mixing and Thinning of Paints

Reduce paints to proper consistency by adding fresh paint, except when thinning is mandatory to suit surface, temperature, weather conditions, application methods, or for the type of paint being used. Obtain written permission from the Contracting Officer to use thinners. The written permission shall include quantities and types of thinners to use.

When thinning is allowed, paints shall be thinned immediately prior to application with not more than 0.125 L of suitable thinner per liter. The use of thinner shall not relieve the Contractor from obtaining complete hiding, full film thickness, or required gloss. Thinning shall not cause the paint to exceed limits on volatile organic compounds. Paints of different manufacturers shall not be mixed.

### 3.4.3 Two-Component Systems

Two-component systems shall be mixed in accordance with manufacturer's instructions. Any thinning of the first coat to ensure proper penetration and sealing shall be as recommended by the manufacturer for each type of substrate.

### 3.4.4 Coating Systems

- a. Systems by Substrates: Apply coatings that conform to the respective specifications listed in the following Tables:

#### Table

Division 3. Exterior Concrete Paint Table  
Division 4. Exterior Concrete Masonry Units Paint Table  
Division 5. Exterior Metal, Ferrous and Non-Ferrous Paint Table  
Division 6. Exterior Wood; Dressed Lumber, Paneling, Decking, Shingles Paint Table  
Division 9: Exterior Stucco Paint Table  
Division 10. Exterior Cloth Coverings and Bituminous Coated Surfaces Paint Table

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Division 3. Interior Concrete Paint Table  
Division 4. Interior Concrete Masonry Units Paint Table  
Division 5. Interior Metal, Ferrous and Non-Ferrous Paint Table  
Division 6. Interior Wood Paint Table  
Division 9: Interior Plaster, Gypsum Board, Textured Surfaces  
Paint Table

- b. Minimum Dry Film Thickness (DFT): Apply paints, primers, varnishes, enamels, undercoats, and other coatings to a minimum dry film thickness of 1.5 mil each coat unless specified otherwise in the Tables. Coating thickness where specified, refers to the minimum dry film thickness.
- c. Coatings for Surfaces Not Specified Otherwise: Coat surfaces which have not been specified, the same as surfaces having similar conditions of exposure.
- d. Existing Surfaces Damaged During Performance of the Work, Including New Patches In Existing Surfaces: Coat surfaces with the following:
  - (1) One coat of primer.
  - (2) One coat of undercoat or intermediate coat.
  - (3) One topcoat to match adjacent surfaces.
- e. Existing Coated Surfaces To Be Painted: Apply coatings conforming to the respective specifications listed in the Tables herein, except that pretreatments, sealers and fillers need not be provided on surfaces where existing coatings are soundly adhered and in good condition. Do not omit undercoats or primers.

### 3.5 COATING SYSTEMS FOR METAL

Apply coatings of Tables in Division 5 for Exterior and Interior.

- a. Apply specified ferrous metal primer on the same day that surface is cleaned, to surfaces that meet all specified surface preparation requirements at time of application.
- b. Inaccessible Surfaces: Prior to erection, use one coat of specified primer on metal surfaces that will be inaccessible after erection.
- c. Shop-primed Surfaces: Touch up exposed substrates and damaged coatings to protect from rusting prior to applying field primer.
- d. Surface Previously Coated with Epoxy or Urethane: Apply MPI 101, 1.5 mils DFT immediately prior to application of epoxy or urethane coatings.
- e. Pipes and Tubing: The semitransparent film applied to some pipes and tubing at the mill is not to be considered a shop coat, but shall be overcoated with the specified ferrous-metal primer prior to application of finish coats.
- f. Exposed Nails, Screws, Fasteners, and Miscellaneous Ferrous Surfaces. On surfaces to be coated with water thinned coatings,



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spot prime exposed nails and other ferrous metal with latex primer MPI 107.

### 3.6 PIPING IDENTIFICATION

Piping Identification, Including Surfaces In Concealed Spaces: Provide in accordance with MIL-STD-101. Place stenciling in clearly visible locations. On piping not covered by MIL-STD-101, stencil approved names or code letters, in letters a minimum of 1/2 inch high for piping and a minimum of 2 inches high elsewhere. Stencil arrow-shaped markings on piping to indicate direction of flow using black stencil paint.

### 3.7 INSPECTION AND ACCEPTANCE

In addition to meeting previously specified requirements, demonstrate mobility of moving components, including swinging and sliding doors, cabinets, and windows with operable sash, for inspection by the Contracting Officer. Perform this demonstration after appropriate curing and drying times of coatings have elapsed and prior to invoicing for final payment.

### 3.8 WASTE MANAGEMENT

As specified in the Waste Management Plan and as follows. Do not use kerosene or any such organic solvents to clean up water based paints. Properly dispose of paints or solvents in designated containers. Close and seal partially used containers of paint to maintain quality as necessary for reuse. Store in protected, well-ventilated, fire-safe area at moderate temperature. Place materials defined as hazardous or toxic waste in designated containers. Coordinate with manufacturer for take-back program. Set aside scrap to be returned to manufacturer for recycling into new product. When such a service is not available, local recyclers shall be sought after to reclaim the materials. Set aside extra paint for future color matches or reuse by the Government. Where local options exist for leftover paint recycling, collect all waste paint by type and provide for delivery to recycling or collection facility for reuse by local organizations.

### 3.9 PAINT TABLES

All DFT's are minimum values. Use only materials with a GPS green check mark having a minimum MPI "Environmentally Friendly" E3 rating based on VOC (EPA Method 24) content levels. Use only interior paints and coatings that meet VOC requirements of LEED low emitting materials credit. Acceptable products are listed in the MPI Green Approved Products List, available at <http://www.specifygreen.com/APL/ProductIdxByMPInum.asp>.

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3.9.1 EXTERIOR PAINT TABLES

DIVISION 5: EXTERIOR METAL, FERROUS AND NON-FERROUS PAINT TABLE

EXTERIOR GALVANIZED SURFACES

E. New Galvanized surfaces:

1. Cementitious primer / Latex

MPI EXT 5.3A-G1 (Flat)

Primer:	Intermediate:	Topcoat:
MPI 26	MPI 10	MPI 10
System DFT: 4.5 mils		

MPI EXT 5.3A-G5 (Semigloss)

Primer:	Intermediate:	Topcoat:
MPI 26	MPI 11	MPI 11
System DFT: 4.5 mils		

MPI EXT 5.3A-G6 (Gloss)

Primer:	Intermediate:	Topcoat:
MPI 26	MPI 119	MPI 119
System DFT: 4.5 mils		

2. Waterborne Primer / Latex

MPI EXT 5.3H-G1 (Flat)

Primer:	Intermediate:	Topcoat:
MPI 134	MPI 10	MPI 10
System DFT: 4.5 mils		

MPI EXT 5.3H-G5 (Semigloss)

Primer:	Intermediate:	Topcoat:
MPI 134	MPI 11	MPI 11
System DFT: 4.5 mils		

MPI EXT 5.3H-G6 (Gloss)

Primer:	Intermediate:	Topcoat:
MPI 134	MPI 119	MPI 119
System DFT: 4.5 mils		

3. Waterborne Primer / Waterborne Light Industrial Coating

MPI EXT 5.3J-G5 (Semigloss)

Primer:	Intermediate:	Topcoat:
MPI 134	MPI 163	MPI 163
System DFT: 4.5 mils		

MPI EXT 5.3J-G6 (Gloss)

Primer:	Intermediate:	Topcoat:
MPI 134	MPI 164	MPI 164

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### EXTERIOR GALVANIZED SURFACES

System DFT: 4.5 mils

#### 4. Epoxy Primer / Waterborne Light Industrial Coating

MPI EXT 5.3K-G5 (Semigloss)

Primer: Intermediate: Topcoat:  
MPI 101 MPI 163 MPI 163

System DFT: 5 mils

MPI EXT 5.3K-G6 (Gloss)

Primer: Intermediate: Topcoat:  
MPI 101 MPI 164 MPI 164

System DFT: 5 mils

#### 5. Pigmented Polyurethane

MPI EXT 5.3L-G6 (Gloss)

Primer: Intermediate: Topcoat:  
MPI 101 N/A MPI 72

System DFT: 5 mils

#### F. Galvanized surfaces with slight coating deterioration; little or no rusting:

##### 1. Waterborne Light Industrial Coating

MPI REX 5.3J-G5 (Semigloss)

Primer: Intermediate: Topcoat:  
MPI 134 N/A MPI 163

System DFT: 4.5 mils

##### 2. Pigmented Polyurethane

MPI REX 5.3D-G6 (Gloss)

Primer: Intermediate: Topcoat:  
MPI 101 N/A MPI 72

System DFT: 5 mils

#### G. Galvanized surfaces with severely deteriorated coating or rusting:

##### 1. Waterborne Light Industrial Coating

MPI REX 5.3L-G5(Semigloss)

Primer: Intermediate: Topcoat:  
MPI 101 MPI 108 MPI 163

System DFT: 8.5 mils

MPI REX 5.3L-G6(Gloss)

Primer: Intermediate: Topcoat:  
MPI 101 MPI 108 MPI 164

System DFT: 8.5 mils

##### 2. Pigmented Polyurethane

MPI REX 5.3K-G6(Gloss)

Primer: Intermediate: Topcoat:  
MPI 101 MPI 108 MPI 72

System DFT: 5 mils

12 UNIT RAILING REPLACEMENT

3.9.2 INTERIOR PAINT TABLES

DIVISION 3: INTERIOR CONCRETE PAINT TABLE

A. New Concrete, vertical surfaces, not specified otherwise:

1. Latex

New; MPI INT 3.1A-G2 (Flat) / Existing; MPI RIN 3.1A-G2 (Flat)

Primer: Intermediate: Topcoat:

MPI 50 MPI 44 MPI 44

System DFT: 4 mils

New; MPI INT 3.1A-G5 (Semigloss) / Existing; MPI RIN 3.1A-G5 (Semigloss)

Primer: Intermediate: Topcoat:

MPI 50 MPI 54 MPI 54

System DFT: 4 mils

B. Concrete ceilings, uncoated:

1. Latex Aggregate

MPI INT 3.1N

Primer: Intermediate: Topcoat:

N/A N/A MPI 42

System DFT: Per Manufacturer

Texture - Fine. Surface preparation, number of coats, and primer in accordance with manufacturer's instructions.

Topcoat: Coating to match adjacent surfaces.

-- End of Section --

**Specification  
for the**

**Railing Replacement of Twelve (12) GHURA 83 Units**

**OWNER  
Guam Housing and Urban Renewal Authority**

**BY:** \_\_\_\_\_  
**Elizabeth F. Napoli, EXECUTIVE DIRECTOR**

**Contractor:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature and Title**

**Date:** \_\_\_\_\_

**END OF SPECIFICATION**