

Invitation for Bids



For The

**SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE**

Gallatin, Tennessee

2011 Home Grant

January 16, 2015

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- 1. 210 Phillips Hollow Road, Bethpage, TN 37022**

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Introduction

Sumner County Government has been awarded funding by the Tennessee Housing Development Agency through the U.S. Housing and Urban Development (HUD) for the purpose of rehabilitation and construction of homes. This project is subject to the program guidelines for Title 24 Code of Federal Regulations, Part 92, the HOME Investment Partnership Program Regulations and the Tennessee Housing Development Agency Program Description and Operations Manual. Sumner County is hereby requesting sealed bid proposals for the HOME project.

The property address included is:

1. 210 Phillips Hollow Road, Bethpage, TN 37022

Contractors are invited to attend a **mandatory pre-bid conference** and walk through for a home in Sumner County, TN on Thursday, January 22, 2015. Interested bidders must attend the pre-bid conference in order to submit a bid. Mike Braly, inspector, will conduct the mandatory pre-bid conference on **Thursday, January 22, 2015 at 8:00 am local time at the Sumner County Administration Building, 355 N. Belvedere Drive, Gallatin, TN 37066, Room 112.** You can contact Mike Braly, inspector, at (931) 212-0003 with questions about the pre-bid conference.

General Information

I. Proposal Package

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Two (2) complete copies of proposal
- Evidence of or will obtain a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Government's Insurance Requirements
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company's safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)
- Contractor's Certification of Eligibility to Participate (HO-13)
- Bid Sheets for applicable property address

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County Finance Department. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new

vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the elected official or department head shall forward a completed form W -9 to the finance department. It can be obtained from the finance department, Sumner County's web site, or the Internal Revenue Service's website at www.irs.gov.

2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any two (2) of the following documents.
 - Valid Tennessee driver license or photo ID issued by department of safety
 - Valid out-of-state driver license
 - U.S. birth certificate
 - Valid U.S. passport
 - U.S. certificate of birth abroad
 - Report of birth abroad of a U.S. citizen
 - Certificate of citizenship
 - Certificate of naturalization
 - U.S. citizen identification card
 - Valid alien registration documentation or proof of current immigration registration

3. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must Submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- Contractor license classification, contractor license number, contractor license expiration date, contractor name & address, and BID date and time must be displayed on the outside of each sealed bid or they will NOT be accepted. Sealed bids only will be received by Kim Ark at Sumner County Government located at 355 N. Belvedere Drive, Gallatin, TN 37066, Room 102 **until 2:00 p.m. local time on Friday, January 30, 2015**. The bid opening will be held at said office and publicly opened and read aloud. You are invited to attend the bid opening, but it is not required.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- Any and all proposal requirements must be met prior to submission.

III. Clarification and Interpretation of Invitation For Bids

The words "must" and "shall" in this Invitation for Bids indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that Sumner County Government considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify Sumner County, via email at kark@sumnertn.org, of such matters

immediately upon receipt of this Invitation for Bids. All questions must be received a minimum of five days before proposal's "deadline". All responses to inquiries will be posted on the Sumner County website (<http://www.sumnertn.org/>) under "Bids"

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 30 days from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

Sumner County Government is not responsible for any costs incurred by any vendor pursuant to the Invitation for Bids. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Insurance Requirements and Liability

Each bidder or respondent to the Invitation for Bids who may have employees, contractors, or agents working on Sumner County properties or any properties listed in the Invitation for Bids shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on Sumner County properties. There will be no exceptions to the insurance requirement.

For submittal of bid, bidder must show evidence of a current certificate that meets the requirement OR a commitment letter or quote that they will obtain and meet the insurance requirements. If contractor submits commitment letter or quote as part of the proposal, the selected bidder must meet the insurance requirements before a contract can be awarded and signed.

VII. Payment Terms

All payments, unless agreed upon differently, will be after receipt of service or product and Sumner County's approval of conformance with specifications. The Sumner County Finance Department does not allow the practice of picking up checks in person.

Sumner County Government has been awarded funding by the Tennessee Housing Development Agency through the U.S. Housing and Urban Development (HUD) for this project. **Payment terms will be discussed at the mandatory pre-bid conference.**

VIII. Deadline

Sealed bids only will be received by Kim Ark at Sumner County Government located at 355 N. Belvedere Drive, Gallatin, TN 37066, Room 102 until 2:00 p.m. local time on Friday, January 30, 2015. The bid opening will be held at said office and publicly opened and read aloud.

Bid Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing bid proposal packages must allow sufficient time to ensure receipt of their package by

the time specified. There will be no exceptions.

IX. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

No bidder may withdraw his/her bid within 30 days after the actual date of the opening thereof.

X. Package

The package containing the proposal **must be sealed and clearly marked** with Contractor license classification, contractor license number, contractor license expiration date, contractor name and address, and BID date and time must be displayed on the outside of each sealed bid or they will NOT be accepted.

Sealed bids only will be received until 2:00 p.m. local time on Friday, January 30, 2015.

Responses **must** be hand delivered or mailed to the following address: **NO faxes will be accepted.**

Kim Ark
Sumner County Government
355 North Belvedere Drive, Room 102
Gallatin, TN 37066

XI. Right to Seek a New Proposal

Sumner County reserves the right to accept or reject any or all bids or to waive any informalities in the bidding Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this Invitation for Bids and making awards, Sumner County may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be accepted by Sumner County and the Homeowner; no work shall be commenced by the Contractor until he/she has received a written Proceed Order from the Owner.
- Sumner County may determine a contractor ineligible to bid on projects when:
 - The contractor is listed on the Federal Debarred list;
 - There is documented proof that the contractor has not paid material suppliers;

- There is documented proof that the contractor has not completed projects within the allotted time frame;
- There exist substantial complaints by homeowners about quality of work and performance;
- There is documented proof that the contractor has not performed warranty work on previous contracts.

XIII. Open Records

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the Sumner County website at <http://www.sumnertn.org/> under "Bids" link.

XIV. Assignment

Neither the vendor nor Sumner County may assign this agreement without prior written consent of the other party.

XV. Liabilities

The vendor shall indemnify Sumner County Government against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County Government has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVI. Tax Status

Sumner County is tax exempt.

XVII. Contract Nullification

Sumner County Government may, at any time, nullify the agreement if, in the judgment of Sumner County Government, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved grant agreement between Sumner County and the Tennessee Housing Development Agency.

XVIII. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. Sumner County does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

Sumner County does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

Specific Information Requirements:

Sumner County has been awarded funding by the Tennessee Housing Development Agency through the U.S. Housing and Urban Development (HUD) for the purpose of rehabilitation and construction of houses. Sumner County will receive bids for the HOME project until 2:00 pm local time on Friday, January 30, 2015.

Separate Sealed Bids for: SUMNER COUNTY, TN HOME GRANT
Property Address: 210 Phillips Hollow Road, Bethpage, TN 37022

Contractors are invited to attend a **mandatory** pre-bid conference and walk through for a home in Sumner County, TN. Interested bidders must attend the pre-bid conference in order to submit a bid.

Mike Braly, inspector, will conduct the mandatory pre-bid conference on Thursday, January 22, 2015 at 8:00 am local time at the Sumner County Administration Building, 355 N. Belvedere Drive, Gallatin, TN 37066, Room 112. Copies of the bid sheets and project specifications are available at the Sumner County website, <http://www.sumnertn.org/> under the bid notices section. Bid sheets and project specifications will be provided at the mandatory pre-bid conference as well. A site visit will be made to the home site. You can contact Mike at (931) 212-0003 with questions about the mandatory pre-bid conference.

Contractor license classification, contractor license number, contractor license expiration date, contractor name & address, and BID date and time must be displayed on the outside of each sealed bid or they will NOT be accepted. Sealed bids only will be received by Kim Ark at Sumner County Government located at 355 N. Belvedere Drive, Gallatin, TN 37066, Room 102 until 2:00 p.m. local time on Friday, January 30, 2015. The bid opening will be held at said office and publicly opened and read aloud. You are invited to attend the bid

opening, but it is not required. The successful bidders will be notified within five business days. Bid results for all projects will be available upon request.

This project is funded through a Grant from the Tennessee Housing Development Agency through the U.S. Department of Housing and Urban Development (HUD). Sumner County is an equal opportunity employer. The County encourages female and minority contractors to apply. The Contractor must ensure that employees/applicants for employment are not discriminated against because of race/color/sex/national origin.

Sumner County reserves the right to reject any or all Bids or to waive any informalities in the bidding.

No bidder may withdraw his/her bid within 30 days after the actual date of the opening thereof.

Contractor will be required to:

- a) Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed. Permits will be discussed at the mandatory pre-bid conference. Please note that Sumner County have approved a fee waiver for land disturbance, building permit, and impact fees.
- b) Perform all work in conformance with applicable local codes, as well as lead based paint regulations and requirements, whether or not covered by specification and drawings for the work.
- c) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.
- d) Not assign the contract without written consent of the Grantee and homeowner.
- e) Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in case of the Grantee, with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.
- f) Include a statement as to whether the premises are to be either occupied or vacant during the course of the construction work.
- g) A provision that the contractor may reasonably use existing utilities without payment during the course of the work.

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company_____

Address_____

Phone _____

Fax _____

Respondent (Signature)_____

Respondent (Print Name and Title)_____

Authorized Company Official (Print Name)_____

ATTACHMENT 2

DRUG-FREE WORKPLACE

Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County, TN to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency

Name and Title of Authorized Representative

Signature of Authorized Representative Date

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ Title

_____ Name

_____ Date

_____ Witness

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY TO PARTICIPATE

This certification is required pursuant to 24 CFR Section 24.510(b). It shall be completed, signed and submitted as part of the bid proposal.

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

Firm: _____

BY: _____
(Name Typed or Printed)

Contractor's Signature

Date

Bid Sheet
For
2011 Sumner County HOME Program

Owner: Susan Small-Hammer
Address: 210 Phillips Hollow Rd
Bethpage, TN 37022
615-596-9776

Contractor: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____
Contractors License Number: _____
Social Security or Federal Identification Number: _____
(Use Other Sheet with more Information on it)

Total Bid: _____

This certification is required pursuant to 24 CFR Section 24.510(b). It shall be completed, signed and submitted as part of the bid proposal

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

Firm: _____

By: _____
(Name Typed or Printed)

Contractor's Signature

Date

*******ALL BIDS MUST BE SEALED AND INCLUDE A COPY OF GC LICENSE
AND CURRENT COPY OF INSURANCE*******

Susan Small-Hammer Project Specification Notes:

Sumner County building permit fees are waived for this project. A building permit application was submitted to Sumner County Building and Codes Department in July 2014.

A survey with a flood elevation determination and a flood protection plan has been completed for this project. Attached to the specifications are the Survey and Stormwater Runoff Analysis completed by Bruce Rainey and Associates and the engineering completed by Rogers Engineering Group. The contractor will be required for site preparation per the drawing.

The existing structure was torn down in August 2014. Contractor will be responsible for site preparation and completing the project specifications.

Contractor should include in their bid an amount for septic system installation. The septic modification fee has already been paid to TDEC in August 2014; Contractor will not be responsible for the permit fee cost. A copy of the permit for construction of subsurface sewage disposal system is included in the specification packet.

Electrical Permit has been obtained for the home site. Contractor will be responsible for checking with electric company, Tri-County, regarding existing permit and the temporary service. The temporary service pole is already at the project site.

2 Bedroom / 1 Bath

ALL SPECIFICATIONS NOT LISTED SHALL BE ACCORDING TO ATTACHED FLOOR PLAN AND INTERNATIONAL BUILDING CODE (IBC).

TESTING AND VERIFICATION

To earn the ENERGY STAR qualified home designation, all homes must meet the following criteria:

- ENERGY STAR homes in Tennessee must achieve a Home Energy Rating System (HERS) Index score of 85 or less.
- All homes must be verified and filed tested by a RESNET-accredited provider
- All homes must meet applicable codes.
- The Thermal Bypass Inspection is conducted after insulation is installed and before drywall is installed.
- Final Inspection (field test) is to be performed before move-in.

FOUNDATION

Footing

3000 psi, ready mix concrete, 2 strands ½" rebar.

- Footing to be 8" x 20" and no less than 12" below frost line to bottom of footing.
- All vegetation, stumps, roots, and foreign materials must be removed from footing trench.
- Contact building codes official and obtain inspection before pouring footings and before installing wallboard.
- One piece steel rebar turned up to connect to electrical grounding wire.

Foundation Walls

8" x 8" x 16" concrete masonry units (min 3 courses above grade).

- Split face block veneer or similar.
- Three (3) 8" x 16" concrete block piers on 16" x 24" deep concrete footings spaced equally (not to exceed 8'-0" O.C.)
- Height of block piers shall not exceed 4 times width
- Ground treatment for termites before footings poured (Letter Required)
- Provide damp-proofing on the below-grade portion of the foundation wall.
- Install ten (10) 8" x 16" foundation vents.

Vapor Barrier

6 mil polyethylene across crawlspace floor

- Insulate floors and rim joist to R-28

Footing Drains

4" drain at lowest point of footing.

- Surround with gravel and cover with filter fabric.
- Install decay resistant foundation access door (min 18" x 24")
- Slope exterior elevation away from foundation at a min. 1/2" per foot out to 6'-0" from foundation wall

FLOOR FRAMING

Plates

2" x 8" T.P. sills anchored to foundation walls (1/2" anchor bolts at 8'-0" embedded 4" min)

Girders

Three (3) 2" x 12" w/ 2" x 2" ledger

Joists

- #2 YP 2x10 WD @ 16 O.C.
- Double 2x10 WD under all partition walls.
- 2x10 T.P. Rim Joists

WALLS

Top Plate	Sole Plate	Studs*	Corners	Headers
(2) 2x4 WD	(1) 2x4 WD	2x4 WD @16" O.C	(2) Stud "California Corners"	Double 2x10 WD with Insulation

Exterior Sheathing

- 1/2" O.S.B Sheathing (Full 4' width from top plate to sole plate height)
- Install house wrap. Seal top and bottom edges past the plates with house wrap tape or caulk. Overlap seams. Seal at doors, windows and all penetrations.

ROOF

- Gable roof with manufactured roof trusses (5/12 pitch) 16" O.C.
- 2x4 fly or barge rafters (16" overhang)
- #15 Felt and #215 Seal Tab shingles
- 5/8" OSB roof decking with Low E radiant barrier
- 24' ridge vent (or code minimum)

SIDING

- Cover all exterior surfaces with vinyl siding, perforated soffit and aluminum fascia and vent in each gable.

INSULATION

- Min R-13 faced batt insulation in exterior walls(alternates R-13 Spray - Foam, R-13 Spray-In Cellulose, or R-13 Spray-In Fiberglass insulation)
- Min R-38 spray-in cellulose insulation, or equivalent, in attic
- Caulk top plate, bottom plate, all corners, and stud sandwiches
- Caulk headers on exterior walls

WINDOWS

- Vinyl double glazed, Low- E with bug screens (Energy Star) label attached
- Windows to have metal flashing under siding and out to edge of trim
- Window rough openings sealed using low-expanding foam
- All windows must be a minimum of 36"x60" and must meet egress in bedrooms

DOORS

- 3'-0" six panel metal clad exterior doors.
- Hollow Core WD Interior Doors (widths per schedule)

GUTTERS

- Install 5" Aluminum Continuous Seam Guttering with downspouts and concrete splash blocks.
- Contractor responsible for storm water drainage including berms and swales.

LIGHTING FIXTURES

- Energy Star qualified lights and fixtures
- All rooms including hall shall have an overhead light with switch
- Kitchen and Living Room shall be 3-way switched
- Light with switch shall be placed at both exterior doors.
- Install wall mounted light at bath vanity with switch independent from overhead light.

PLUMBING

- Install ¾" PVC water line from existing water meter to house
- Use ¾" CPVC water line main headers, ½" CPVC individual branch lines, and PVC drain lines
- Connect house sewer to municipal sewer or septic system, as applicable
- S-traps are not allowed
- Install one (1) frost free outside hydrant
- Install Electric (.93EF) Tank Water Heater
- Install washing machine box (per floor plan), plumbed complete (Min 2" PVC drain line)
- Dishwasher can be installed at owner's request and expense

KITCHEN

- Install solid wood birch base and wall cabinets (per floor plan), stained and sealed with two (2) coats of Low VOC varnish (**NO Particle Board**)
- Formica Counter Tops
- 21" x 32" Stainless Steel Sink
- Low Flow Water Faucet (Delta or similar), drains, supply lines, and stop valves plumbed complete
- Vent range hood to exterior

BATH

- Install 30" Solid Wood Birch Vanity, stained and sealed with two (2) coats Low VOC varnish (**NO Particle Board**)
- 17" x 19" low flow lavatory
- Low Flow Water Faucet (Delta or similar), drain, supply lines, and stop valves plumbed complete
- Install water closet with wax seal and stop valve
- Install tub and shower unit
- Install ENERGY STAR light, heat, vent and fan combination (HVF combo) 1500 volt. Vent to outside.
- All water fixtures to be low flow
- Four (4) 1" x 12" shelves in bathroom closet and hall closet

ATTIC

- 22" X 36" access hatch to be located in hall
- Attic hatch to be insulated to R-30 and weather stripped

FLOOR COVERINGS

- Allow \$18.00 per yard installed (vinyl or carpet only)
- Owner selected, Contractor installed

MECHANICAL

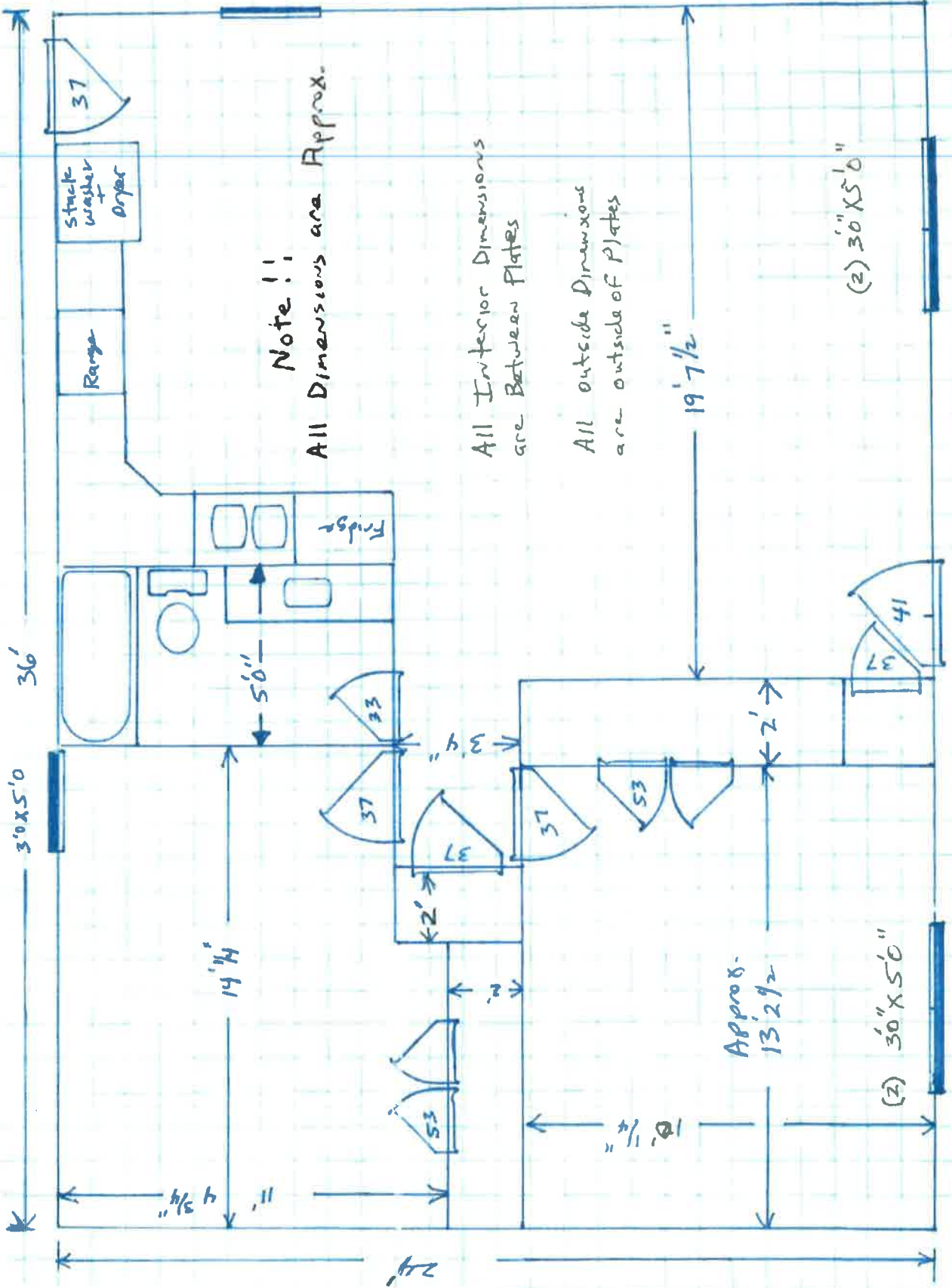
- All Heating and Cooling Systems to be ENERGY STAR qualified
- Install ENERGY STAR qualified programmable thermostat
- Duct system can have no more than 6% leakage with respect to square footage
- All joints and seams in duct system must be sealed with either mastic tape or mastic paint.
- Duct work in sealed crawlspace insulated to R-8
- HVAC system must be sized in accordance with 8th Edition of Manual J at ACCA. Approved temperature set points and infiltration set to tight.
- All appliances ENERGY STAR qualified
- \$900 allowance for refrigerator. \$400 allowance for range

DEMOLITION OF EXISTING HOUSE

- Existing structure shall be demolished (including foundation)
- Demolition debris shall be removed from the site by the contractor and disposed of according to regulatory requirements
- Contractor is responsible for removing any trees or obstructions within the setback line as required for placement of house
- Contractor must provide homeowner one week notice prior to demolition
- Existing electrical to be disconnected per electrical code

ADDITIONAL INFORMATION

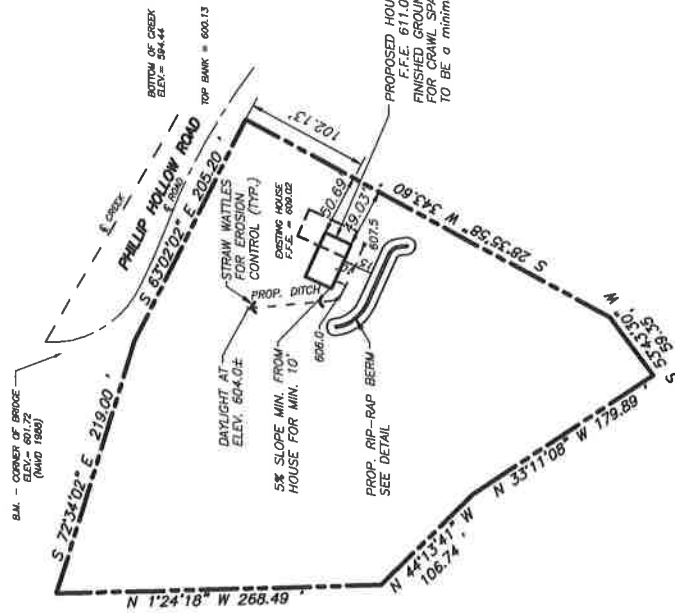
- \$600 allowance for lighting fixtures and lamps
- Owner to choose all finish colors (interior and exterior) Paint, Trim and Roofing
- Seed and straw yard as required
- Contractor is responsible for all utility connections and fees
- House must be situated on lot to meet local setback requirements
- Contractor to construct gravel driveway from street to house
- Contractor to construct concrete sidewalk from front porch to driveway



Note !!
All Dimensions are Approx.

All Interior Dimensions
are Between Plates

All outside Dimensions
are outside of Plates



FLOOD ELEVATION DETERMINATION & FLOOD PROTECTION PLAN FOR **SUSAN SMALL-HAMMER** PROPERTY LOCATED AT 210 PHILLIPS HOLLOW ROAD IN BETHPAGE 11th CIVIL DISTRICT OF SUMNER COUNTY, TENNESSEE

DATE : MAY 6, 2014 REV. 07/23/14
 SCALE : 1" = 100' REV. 12/18/14
 PREPARED BY :

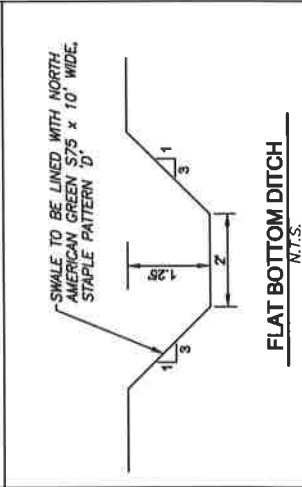
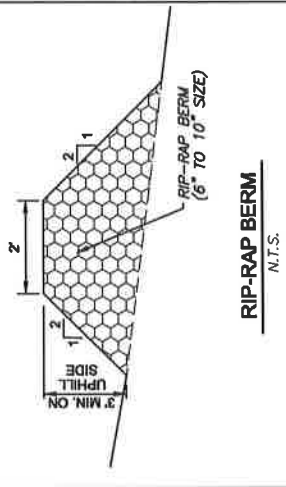


LAND DEVELOPMENT CONSULTANTS
 116 MAJALE ROW BLVD.
 HENDERSONVILLE, TN. 37075
 Phone 615-822-0022
 Fax 615-824-1487

ENGINEERING BY :



ROGERS ENGINEERING GROUP
 114 B WEST MAIN STREET
 Gallatin, Tennessee 37066
 TEL: 615-230-7289 FAX: 615-230-7271
 richard.jones@rogersgroupinc.com



STORMWATER RUNOFF ANALYSIS

FOR

**Susan Small Hammer
210 Phillips Hollow Road
Bethpage, TN**

PREPARED FOR:

**Bruce Rainey and Associates
116 Maple Row Boulevard
Hendersonville, TN 37075**

PREPARED BY:



**ROGERS ENGINEERING GROUP
114 B WEST MAIN STREET
GALLATIN, TENNESSEE 37066
(61540 230-7269)**

SUMMARY

These calculations are to provide a ditch at the rear of the listed residence (to be re-built) to keep water from flooding the residence (flooding has previously taken place). The slope behind the residence is approximately 515' long on approximately 37% draining by sheet and shallow concentrated flow to the rear of the residence site. The drainage area is wooded.

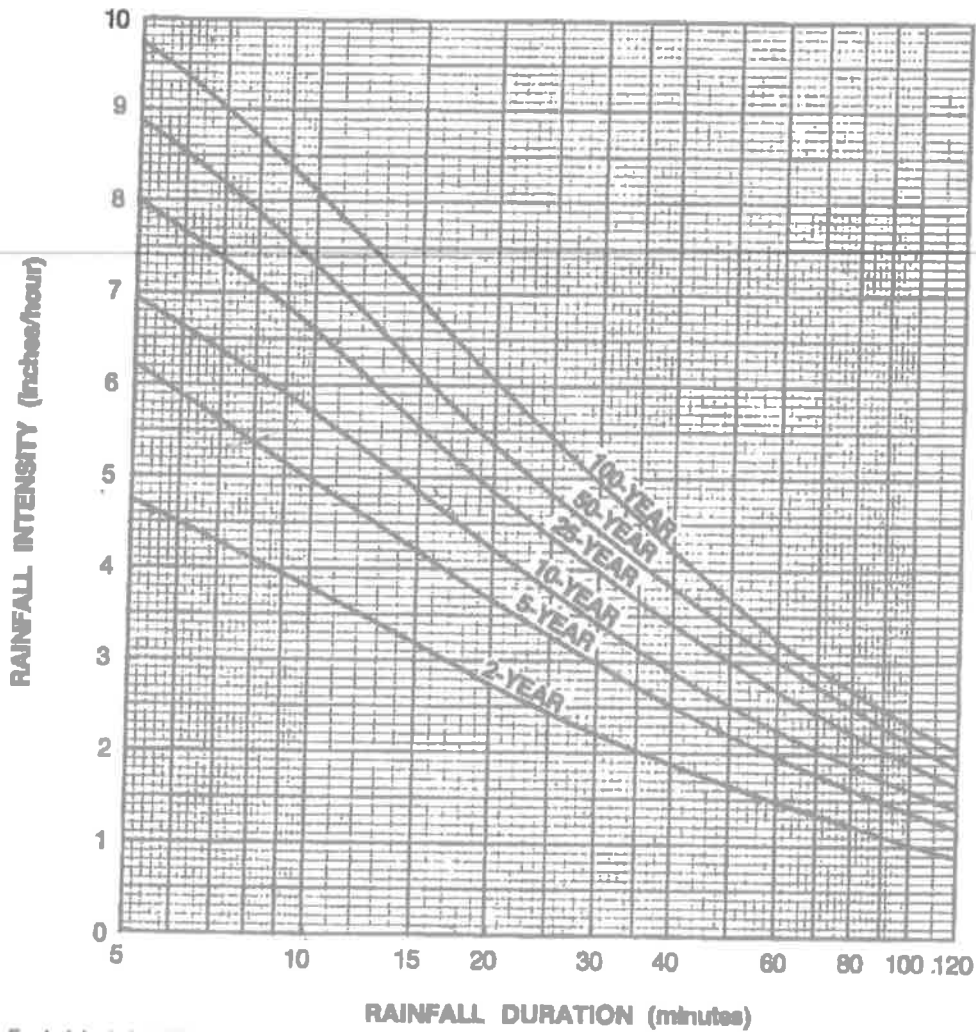
The ditch is designed for the 100 yr flow of the area draining to the ditch (approximately 0.83 Ac).. The design is based on USGS maps and a base drawing prepared by Bruce Rainey and Associates. Erosion measures are noted on the plan.

A rip rap velocity and trash break was added above the ditch to help prevent erosion.

The lot is located at 210 Phillips Hollow Road. Soils are primarily Type C (Mimosa) with some type B (Humphreys).

Storm Event	(cfs)
2	079
5	1.49
10	1.99
25	2.67
100	3.72

Appendix A
Charts and Exhibits



Reference: Frederick et al. (1977) and Data from Nashville Airport, 1949 to 1985, Climatic Data Center, NOAA.

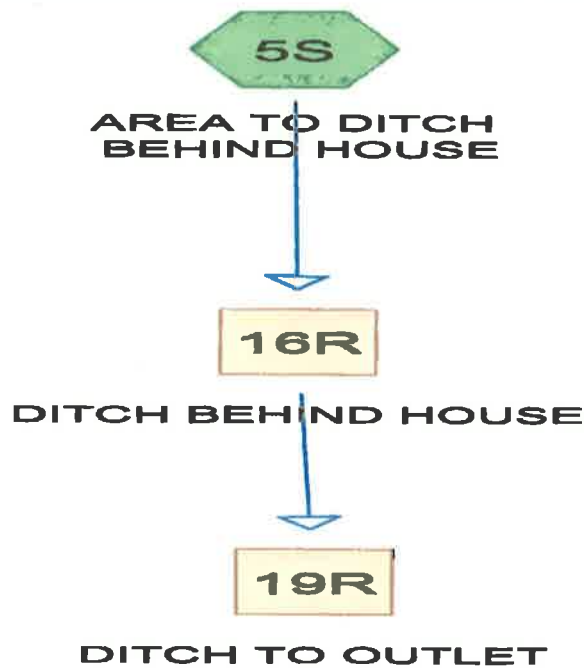
RAINFALL VOLUME (inches)										
	5 Min	10 Min	15 Min	30 Min	1 Hr	2 Hr	3 Hr	6 Hr	12 Hr	24 Hr
2-Year	0.40	0.84	0.80	1.11	1.51	1.75	1.96	2.31	2.73	3.38
5-Year	0.62	0.83	1.06	1.50	1.97	2.39	2.71	3.30	3.83	4.50
10-Year	0.68	0.95	1.21	1.73	2.27	2.82	3.21	3.98	4.57	5.23
25-Year	0.87	1.10	1.38	2.00	2.68	3.38	3.84	4.79	5.48	6.18
50-Year	0.74	1.22	1.52	2.23	2.94	3.78	4.30	5.41	6.18	6.85
100-Year	0.81	1.35	1.72	2.50	3.21	4.18	4.77	6.02	6.88	7.63

RAINFALL INTENSITY (inches/hour)										
	5 Min	10 Min	15 Min	30 Min	1 Hr	2 Hr	3 Hr	6 Hr	12 Hr	24 Hr
2-Year	4.75	3.81	3.20	2.22	1.51	0.88	0.65	0.39	0.23	0.14
5-Year	6.25	4.99	4.20	3.00	1.97	1.20	0.90	0.55	0.32	0.19
10-Year	6.97	5.71	4.84	3.48	2.27	1.41	1.07	0.66	0.38	0.22
25-Year	8.00	6.60	5.50	4.00	2.68	1.68	1.28	0.80	0.46	0.26
50-Year	8.90	7.35	6.08	4.45	2.94	1.88	1.43	0.90	0.52	0.29
100-Year	9.72	8.08	6.88	4.99	3.21	2.08	1.59	1.00	0.57	0.31

FIGURE 2-1
Intensity-Duration-Frequency Curves and Depth-Duration Data for Metro Nashville and Davidson County, Tennessee

Appendix B
Calculations

Drainage schematic



100 year 24 hr storm

Summary for Subcatchment 5S: AREA TO DITCH BEHIND HOUSE

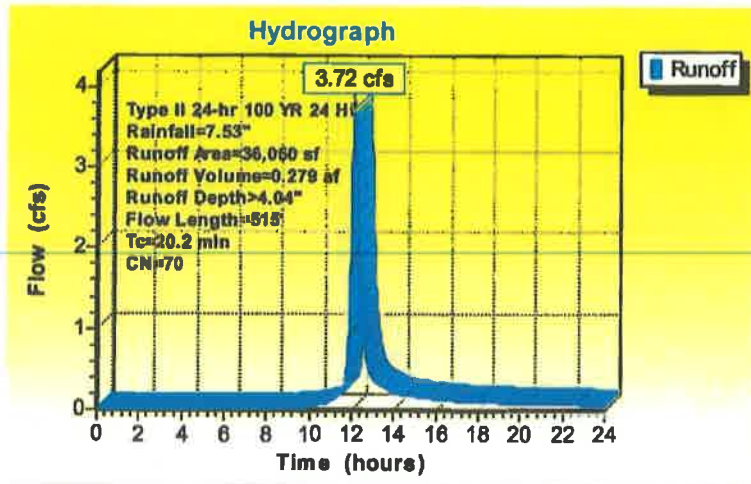
Runoff = 3.72 cfs @ 12.13 hrs, Volume= 0.279 af, Depth> 4.04"

Runoff by SCS TR-20 method, UH=SCS, Time Span=0.00-24.00 hrs, dt=0.02 hrs
Type II 24-hr 100 YR 24 HR Rainfall=7.53"

Area (sf)	CN	Description
36,050	70	Woods, Good, HSG C
36,050		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.3	100	0.3700	0.15		Sheet Flow, WOODED AREA
					Woods: Dense underbrush n=0.800 P2= 3.39"
8.9	415	0.0242	0.78		Shallow Concentrated Flow, WOODED, ROCK OUTCROPS
					Woodland Kv= 5.0 fps
20.2	515	Total			

100 year 24 hr storm hydrograph



Ditch behind home 100 year 24 hr storm

Summary for Reach 16R: DITCH BEHIND HOUSE

Inflow Area = 0.828 ac, 0.00% Impervious, Inflow Depth > 4.04" for 100 YR 24 HR event
 Inflow = 3.72 cfs @ 12.13 hrs, Volume= 0.279 af
 Outflow = 3.71 cfs @ 12.15 hrs, Volume= 0.279 af, Atten=0%, Lag= 1.0 min

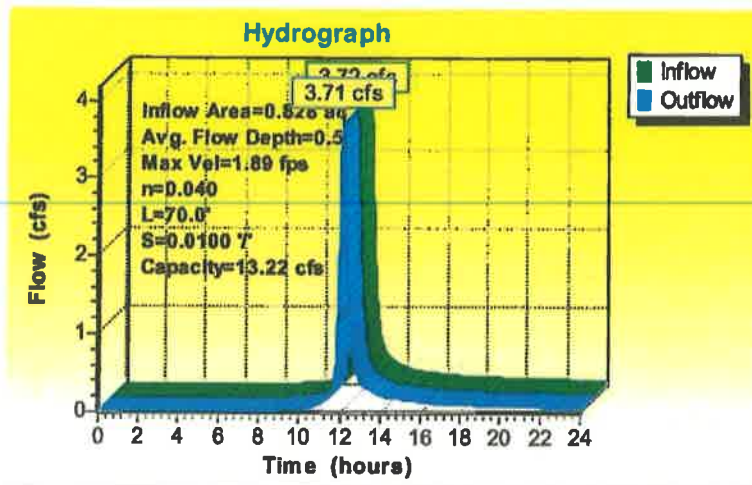
Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.02 hrs
 Max Velocity= 1.89 fps, Min. Travel Time= 0.6 min
 Avg. Velocity= 0.63 fps, Avg. Travel Time= 1.8 min

Peak Storage= 138 cf @ 12.14 hrs
 Average Depth at Peak Storage= 0.54'
 Bank-Full Depth= 1.00', Capacity at Bank-Full= 13.22 cfs

2.00' x 1.00' deep channel, n=0.040 Earth, cobble bottom, clean sides
 Side Slope Z-value= 3.0' Top Width= 8.00'
 Length= 70.0' Slope= 0.0100'/'
 Inlet Invert= 607.00', Outlet Invert= 606.30'



Ditch behind home 100 year 24 hr storm hydrograph



Ditch west of home to outfall 100 year 24 hr storm

Summary for Reach 19R: DITCH TO OUTLET

[61] Hint: Exceeded Reach 16R outlet invert by 0.11' @ 12.16 hrs

Inflow Area = 0.828 ac, 0.00% Impervious, Inflow Depth > 4.04" for 100 YR 24 HR event
 Inflow = 3.71 cfs @ 12.15 hrs, Volume= 0.279 af
 Outflow = 3.70 cfs @ 12.16 hrs, Volume= 0.278 af, Atten=0%, Lag=0.7 min

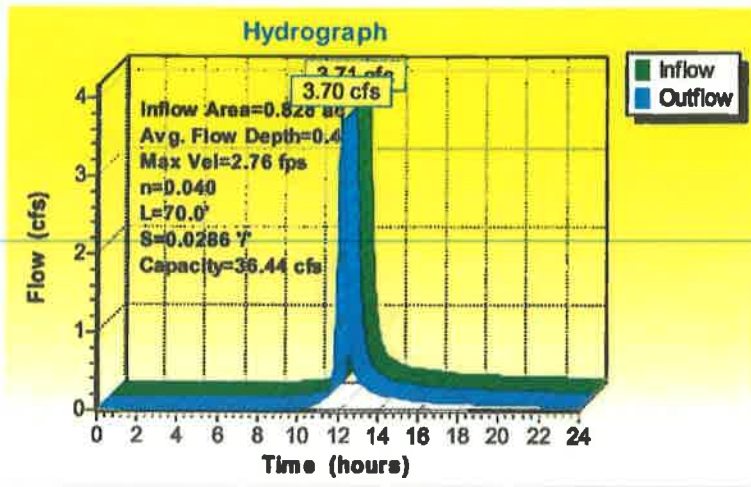
Routing by Stor-Ind+Trans method, Time Span=0.00-24.00 hrs, dt=0.02 hrs
 Max Velocity=2.76 fps, Mn. Travel Time=0.4 min
 Avg. Velocity=0.90 fps, Avg. Travel Time=1.3 min

Peak Storage=94 cf @ 12.15 hrs
 Average Depth at Peak Storage=0.41'
 Bank-Full Depth=1.25', Capacity at Bank-Full=36.44 cfs

2.00' x 1.25' deep channel, n=0.040 Mountain streams
 Side Slope Z-value=3.0 1' Top Width=9.50'
 Length=70.0' Slope=0.0286 1'
 Inlet Invert=606.00', Outlet Invert=604.00'



Ditch west of home to outfall 100 year 24 hr storm hydrograph



Appendix C
Topographic Map & Soil Map

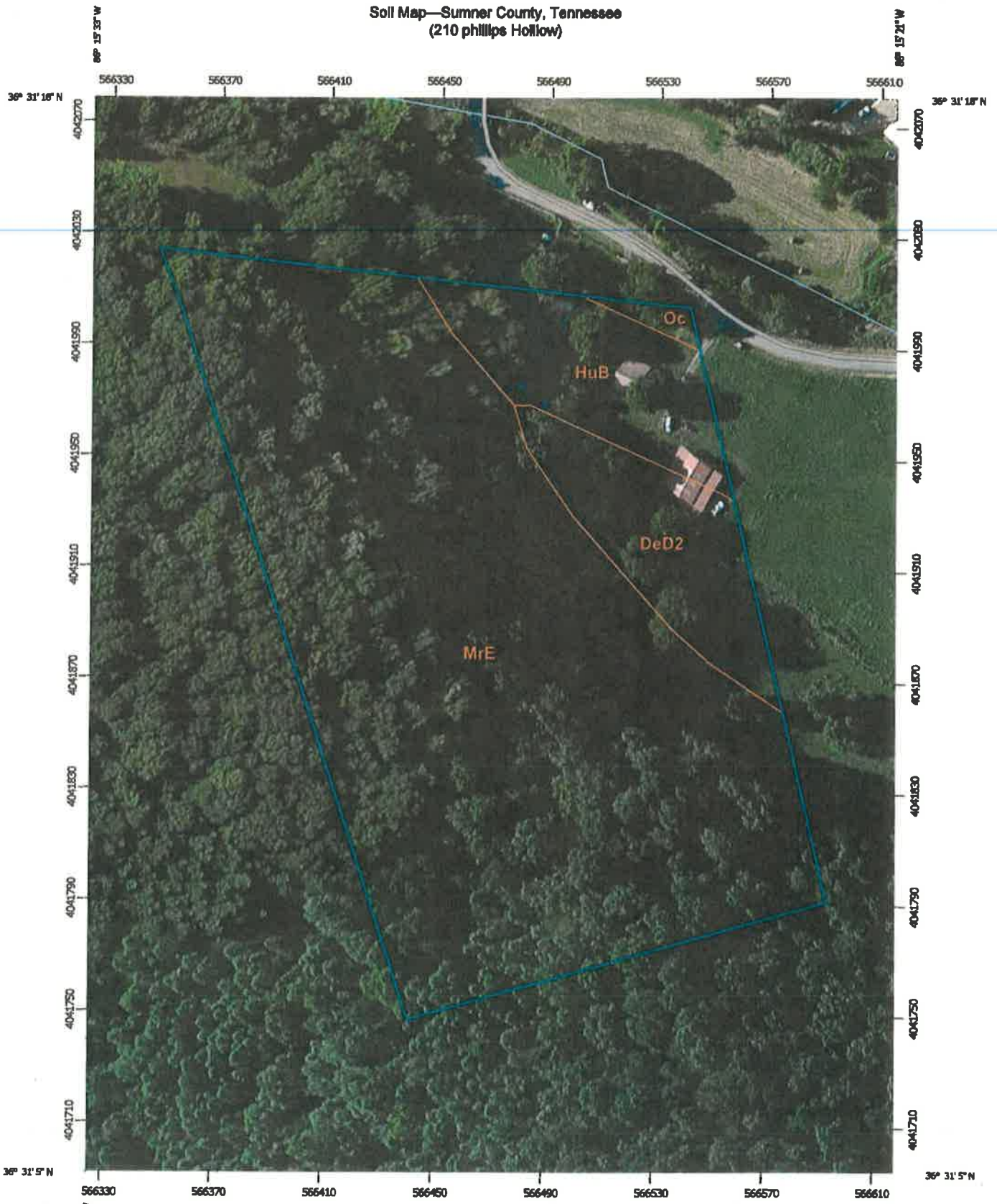
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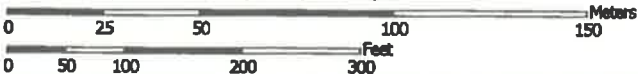


N

Soil Map—Sumner County, Tennessee
(210 Phillips Hollow)



Map Scale: 1:1,880 if printed on A portrait (8.5" x 11") sheet.







































Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



**Soil Map—Sumner County, Tennessee
(210 Phillips Hollow)**

MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
Soils	 Stony Spot
 Soil Map Unit Polygons	 Very Stony Spot
 Soil Map Unit Lines	 Wet Spot
 Soil Map Unit Points	 Other
Special Point Features	 Special Line Features
 Blowout	Water Features
 Borrow Pit	 Streams and Canals
 Clay Spot	Transportation
 Closed Depression	 Railroads
 Gravel Pit	 Interstate Highways
 Gravelly Spot	 US Routes
 Landfill	 Major Roads
 Levee Flow	 Local Roads
 Marsh or swamp	Background
 Mine or Quarry	 Aerial Photography
 Miscellaneous Water	
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Sumner County, Tennessee
Survey Area Date: Version 8, Aug 28, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 17, 2011—Jul 2, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Sumner County, Tennessee (TN165)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DeD2	Dellrose gravelly silt loam, 12 to 20 percent slopes, eroded	1.0	9.4%
HuB	Humphreys gravelly silt loam, 2 to 5 percent slopes	1.1	9.9%
MrE	Mimosa-Rock outcrop complex, 20 to 40 percent slopes	8.5	80.0%
Oc	Ocana gravelly silt loam, bedrock substratum, occasionally flooded	0.1	0.7%
Totals for Area of Interest		10.7	100.0%



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES

Land-Based System Unit
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Ave., 11th Floor
Nashville, TN 37243-1102

PERMIT FOR CONSTRUCTION OF SUBSURFACE SEWAGE DISPOSAL SYSTEM

<p>Issued to: <u>Susan Small Hammer</u> (Owner, Developer, Contractor, Installer, etc.)</p> <p>Location: <u>210 Phillips Hollow Rd</u> <u>Bethpage</u></p> <p>Installation: <input checked="" type="checkbox"/> 1. New Installation <input type="checkbox"/> 2. Repair to Existing System</p> <p>Establishment: <input checked="" type="checkbox"/> 1. Residential: # Bedrooms <u>2</u> <input type="checkbox"/> 2. Other: _____ (Specify) Gals/Day _____</p>	<p>Evaluation Based Upon: <input type="checkbox"/> 1. Soil typing by Soil Scientist <input type="checkbox"/> a. General <input type="checkbox"/> b. High Intensity <input type="checkbox"/> c. Extra high Intensity <input type="checkbox"/> 2. Soil Percolation Test <input checked="" type="checkbox"/> 3. DWR/LBS Staff Member <u>45</u> MPI Estimated Absorption Rate: <u>45</u> MPI</p> <p>Approval based upon: Statute No.: <u>T.C.A. §68-221-403</u> <input type="checkbox"/> (c) Percolation test <input type="checkbox"/> (d) Grandfather clause, Current standards except those specified <input type="checkbox"/> (f) 12" (karst) and 6" (non-karst) buffer required</p>	<p>Type of System <input checked="" type="checkbox"/> 1. Conventional <input checked="" type="checkbox"/> 2. Modified Conventional <input checked="" type="checkbox"/> 3. Conventional System Substitute <input type="checkbox"/> Chamber <input type="checkbox"/> Poly Expanded Styrene <input type="checkbox"/> Large Diameter Gravelless Pipe <input type="checkbox"/> Sand Backfill required</p> <p><input type="checkbox"/> 4. Low Pressure Pipe <input type="checkbox"/> 5. Mound <input type="checkbox"/> 6. Lagoon <input type="checkbox"/> 7. Subsurface Drip System <input type="checkbox"/> 8. Other: _____</p> <p><input type="checkbox"/> (i) 9" buffer required (24"-36" total soil depth) <input type="checkbox"/> (k) Grandfather clause - meets June 30, 1990 standards (repair only) <input type="checkbox"/> Other _____</p>
---	---	---

This system shall consist of a two compartment septic tank holding 750 gallons with 200 linear feet in 24 trenches, 36 inches wide and 24-36 inches deep. (Depth of gravel: 12 inches)

Also required:

- 1. Soil Improvement Practice (SIP)
- 2. Flow Diversion Valve
- 3. Sewage Pump
- 4. Other: _____

All installers of subsurface sewage disposal systems must hold a valid annual license from the Tennessee Department of Environment and Conservation

The recipient of this permit agrees to construct or have constructed the above described system in accordance with T.C.A. §68-401 et seq., and the Regulations to Govern Subsurface Sewage Disposal Systems. If any part of the system is covered before being inspected and approved, it shall be uncovered by the recipient of the permit at the direction of personnel of the Department of Environment and Conservation. Any cutting, filling or alterations of the soil condition on the aforementioned property after this day may render this approval null and void.

Curly Fly
(Signature of Recipient)

Date 8-8-14

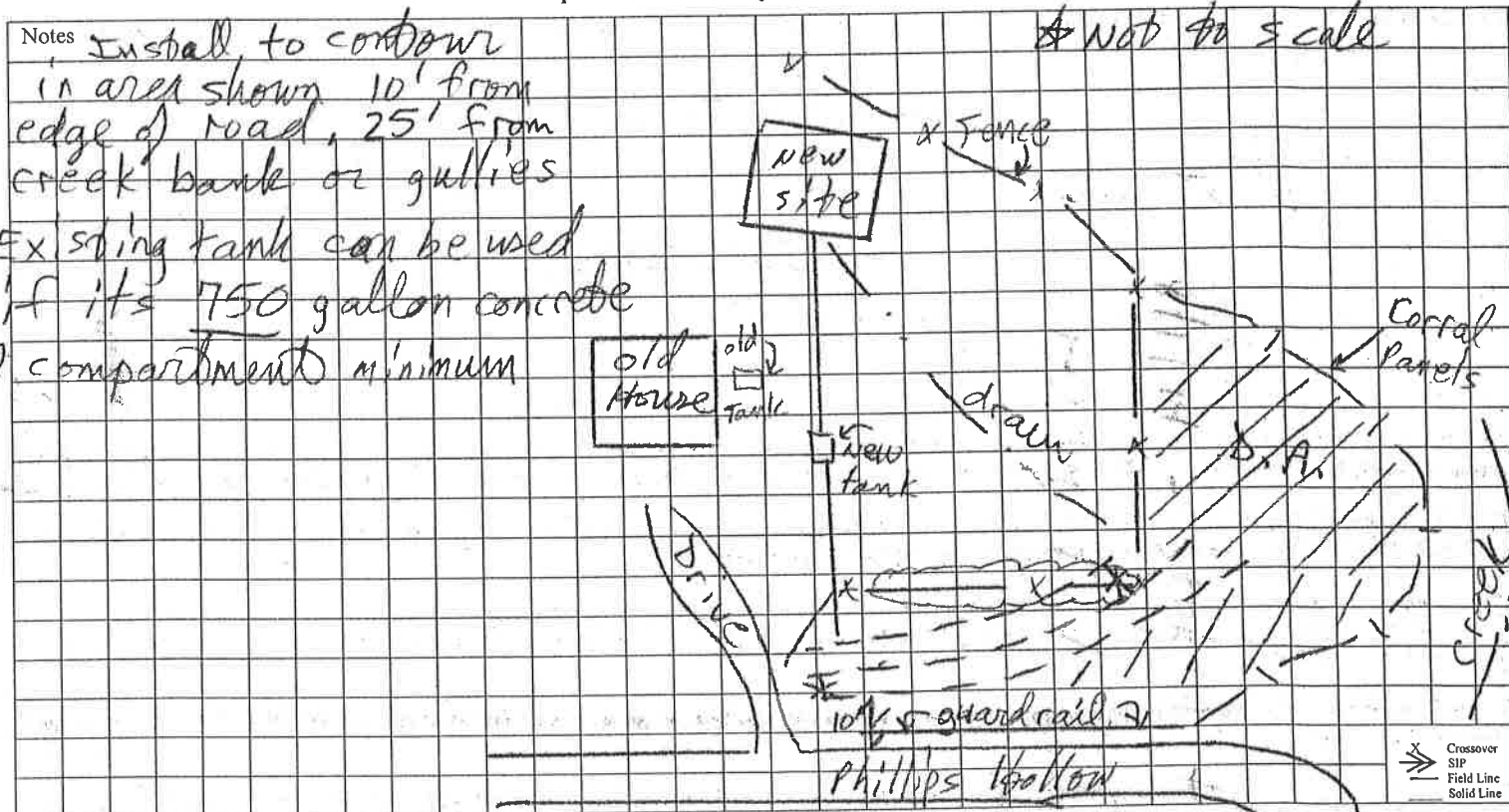
Issued at Gallatin

Tennessee, in Summer

by Bob E.S. 4
(Name and Title)

Date 8/5/14
(Date of Issue)

This permit is valid for 3 years from date of Issue.



SEPTIC TANK CARE

Residential sewage disposal systems are generally used in rural and un-sewered suburban areas. A septic tank system must be properly designed, installed and maintained if reasonable service is to be expected.

A septic tank is a watertight structure in which organic solids decompose by the natural bacterial processes. The flow of sewage, is slowed in its passage through the tank so that larger solids settle to the bottom and accumulate as sludge. Grease and lighter particles rise to the surface and form scum.

The bacteria present in a tank are able to thrive in the absence of oxygen. Such decomposition in the absence of oxygen is called "septic", which led to the naming of the tank. Solids and scum are digested and reduced to a smaller volume by the bacteria in the tank. However, a residue of sludge remains which must be stored during the interval between tank and cleanings.

The partially treated sewage, or effluent, flowing from the tank is still septic and contains large numbers of harmful bacteria and organic matter in a finely divided state or in a solution. Foul odors, unsightly conditions and health hazards will develop if this effluent is ponded on the surface of the ground or carried away in open ditches. Final disposal of the effluent in a subsurface soil absorption system or filter is necessary to avoid these problems.

LOCATION

To facilitate inspection and maintenance, it is imperative that the homeowner knows the location of all parts of the disposal system. Such information may be obtained from the local health authority. Details and accurate measurements including the location of the tank, pumps, underground piping, and the absorption system should be shown on a sketch for future reference.

The local health authority should be consulted to determine the minimum requirements relating to the distance between disposal systems and water supply facilities.

MAINTENANCE

The frequency of cleaning depends on the size of the septic tank and the number of people it serves. When a garbage grinder is used, more frequent cleaning will be required. With ordinary use and care, a septic tank may require cleaning every 2 to 3 years. However, in many cases septic tanks can be satisfactorily operated even longer. The homeowner should determine when the tank needs cleaning.

Actual measurement of sludge deposit and scum accumulation is the only method of determining when a tank needs to cleaning.

Scum can be measured with a stick to which a weighted flap has been hinged, or with any device that can be used to feel out the resistance from the bottom of the scum felt. The stick if forced through the mat, the hinged flap falls into a horizontal position and the stick is raised until resistance from the bottom of the scum felt. With the same tool, the distance to the bottom of the outlet device can be found.

A ling stick wrapped with rough white toweling and lowered to the bottom of the tank will show the depth of sludge and the liquid depth of the tank. The stick should be lowered behind the outlet device to avoid scum particles. After several minutes if the stick is carefully removed, the sludge line can be distinguished by sludge particles clinging into the toweling.

In two-compartment tanks, measurements should be made near the outlet of the first compartment.

The tank should be cleaned if either (a) the bottom of the scum mat is within 3 inches of the bottom of the outlet device or (b) sludge comes within the limits specified in the accompanying table.

LIQUID CAPACITY OF TANK GALLONS	LIQUID DEPTH		
	3 feet	4 feet	5 feet
	Distance from bottom of the outlet device to top of sludge, inches.		
750	6	10	13
900	4	7	10
1,000	4	6	8

Do not allow any person who does not have a health department permit pump your septic tank. Septic tanks are usually cleaned by companies who make this operation a business. The homeowner should check with the local health department for the names of reputable companies in the area.

There are no known chemicals, yeast or other substance, capable of eliminating or reducing the solids in a septic tank so that cleaning is unnecessary. The use of such products is not necessary for the proper operation of a septic tank.

Septic tanks and absorption systems frequently are damaged by heavy trucks or equipment moving over them. Reference to the location sketch of the system will be helpful in directing heavy vehicles away from the critical areas. If there is no way to avoid crossing a sewer line, cast iron should be used under the crossing.

The roots of trees and shrubbery may enter the tile lines and clog them completely. When this occurs, the roots can be removed only by digging up and cleaning the tile line.

Neglect of the septic tank is the most common cause of damage to soil absorption systems. When the tank is not cleaned, solids build up and are carried over into the absorption system causing clogging of the soil. When this happens, the absorption system must be relocated and rebuilt.

CONTRACT FOR REHABILITATION

KNOW ALL MEN BY THESE PRESENT:

GRANTEE _____ TENNESSEE

THIS AGREEMENT made this _____ day of _____ 20__ by and between _____ hereinafter referred to as "OWNER" and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH:

The OWNER does hereby employ the CONTRACTOR to do all the work and provide all materials, tools, machinery, supervision, etc. necessary for the rehabilitation of the property known as _____ for the total sum of _____ Dollars (\$_____), all in accordance with the estimate, plans, and specifications which are attached hereto as the Work Write-up and expressly incorporated herein by reference and made a part hereof.

Section I General Conditions

The Bid and Proposal shall be accepted by the OWNER within ten (10) days from the date for receiving the proposal, but no work shall be commenced by the CONTRACTOR until he/she has received a written Proceed Order from the OWNER.

The OWNER shall issue a written Proceed Order within ten (10) days for the date of acceptance of the CONTRACTOR'S Bid and Proposal. If the order is not received by the CONTRACTOR within this ten (10) day period, the CONTRACTOR has the option of withdrawing his bid and proposal.

The CONTRACTOR must commence work within fifteen (15) days after issuance of the Proceed Order. At the option of the OWNER this contract may be cancelled by failure of the CONTRACTOR to begin work on the date specified.

The CONTRACTOR must satisfactorily complete the work within _____ (____) days after issuance of the Proceed Order in accordance with this agreement and in good workmanlike and substantial manner.

SECTION II HOME Applicable Laws & Regulations

Homes must comply with all applicable standards listed below:

1. Executive Order 11246 Requirements as provided in Exhibit A shall apply and be made part of all contracts when the sum to be charged for the work is \$10,000 or more.
2. Prohibition of the Use of Lead-Based Paint. The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations 24 CFR Part 35. The CONTRACTOR and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The OWNER will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
3. Section 92.350 Equal Opportunity & Fair Housing 24 CFR 207.
4. Section 92.351 Affirmative Marketing.
5. Section 92.354 Labor.

6. Section 92.356 Conflict of Interest 24 CFR 24.
7. Section 92.357 Debarment and Suspension 24 CFR 24.
8. Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970 as amended implementing Regulations A7 49 CFR. Part 24 and the requirements of 24 CFR 92.353.
9. Section 92.251 Property Standards 24 CFR Part 92.
10. Cost Effective Energy Code 24 CFR 39 on substantial rehabilitation and reconstruction.
11. The contractor must provide a drug-free workplace in compliance with the Rehabilitation Act of 1973 as amended.
12. HUD Accessibility Standards in accordance with Architectural Barriers Act 42 U.S.C. 4151-4157.
13. Americans with Disabilities Act of 1990 (Title 28 of the CFR Part 36).
14. All state and local codes and ordinances.

SECTION III Requirements

1. The work to be performed under this contract is on a project assisted under the State HOME program which provides Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The CONTRACTOR will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contact or understanding if any, a notice advising said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3 the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient its contractors or subcontractors its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR Part 135.

The CONTRACTOR shall comply with the applicable regulations of the Secretary of Labor. United States Department of Labor made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 94B: 62 Stat. 862: Title 18 U.S.C. Section 874 and Title 40 U.S.C.. Section 276c) and any amendments or modifications thereof shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all

subcontractors subject thereto and shall be responsible for the submission of statements required of subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the municipality setting forth the provisions of this non-discrimination clause.

Grievance Procedure

Disputes between the homeowner, Grantee and CONTRACTOR may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties the grievance procedure should be followed.

Issues relating to policies and procedures of the rehabilitation program.

- The grievance by the homeowner or CONTRACTOR is to be filed with the program administrator in writing.
- The program administrator will meet with the homeowner/CONTRACTOR and negotiate a solution if this fails.
- The program administrator will forward the complaint and documentation of his/her attempts to resolve it to the local elected body who shall make a determination.
- If the local elected body is unable to negotiate a solution, the program administrator will contact the Community Programs Division of THDA.

Issues relating to complaints about the performance of the rehabilitation contract should proceed in the following manner.

All claims or disputes between the Owners and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining, unless the parties mutually agree otherwise. The Owners and Contractor shall submit all disputes or claims regardless of the extent of the workers progress to (name of arbitrator) unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Remodeling and Construction Agreement and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Contractor the arbitrator may award costs and attorney's fees in favor of the Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Owners, the arbitrator may award costs and attorney's fees in favor of the Owners. The affected parties may institute litigation.

The Grantee should keep documents and records of the grievance procedure. The Grantee may release funds to the CONTRACTOR for items on the work write-up which are completed and undisputed.

No member of the Grantee staff and no officer, employee, or member of the governing body of the Grantee who exercises any functions or responsibilities in connection with the carrying out of the project to which this agreement pertains shall have any private interest, direct or indirect in the agreement.

In the event violation of applicable codes and/or health and safety violations are discovered during construction said violations shall be inspected by the Housing Rehabilitation inspector and OWNER and CONTRACTOR agree to

add correction of the code violations and/or health and safety violations if funds are available. In the event funds are not available the violations which are more severe will be corrected first with an appropriate change order.

This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. Specifically no "side" or "additional" contracts are to exist between the Homeowner and CONTRACTOR until this contract is completed unless it is a written contract signed by both parties and must be approved by the Grantee.

Change orders must be done on the appropriate form (HO-16) and must be signed by the Homeowner, Contractor, and Grantee official. The Tennessee Housing Development Agency must approve any change order in excess of 10% of the original contract price.

SECTION IV Statement of Work

THE CONTRACTOR SHALL:

Perform the work diligently and in a good workmanship manner using the materials specified or materials of at least equal quality.

Be responsible for obtaining all necessary permits for the work to be performed and the work being done or any part thereof shall not be deemed completed until same has been accepted as satisfactory by the Owner or by the Grantee.

Be responsible for when adjacent property is affected or endangered by any work done under this contract taking whatever steps are necessary for the protection of the adjacent property and for notifying the OWNER thereof of such hazard.

Agree not to assign or sublet this contract without the written consent of the OWNER. The request for the assignment shall be addressed to the OWNER c/o the Grantee.

Covenant and agree to and to hereby indemnify and to hold harmless and defend the OWNER, the Grantee and the State of Tennessee their agents, servants or employees, from against any and all claims for injuries or damages to persons or property of whatsoever kind of character whether real or asserted arising out of this agreement of the work to be performed hereunder. The CONTRACTOR hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind of character whether real or asserted occurring during the time the work is being performed and arising out of the performance of same.

Agree not to commence work under this agreement until all insurance required under this program has been secured and such insurance required under this program has been secured and such insurance has been approved by the Grantee.

After the receipt of a written proceed order from the OWNER begin the work to be performed under this contract within fifteen (15) calendar days of the date of such order. Upon commencement of work the CONTRACTOR here by agrees to complete the same within _____ days time being of the essence.

Guarantee the improvements for a period of one year from the date of final acceptance of all work required by this contract. It is further agreed that the CONTRACTOR will furnish the OWNER c/o the Grantee with all manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under this contract.

At all times keep the premises free from accumulations of waste materials or rubbish caused by his employees at work: and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as part of the work hereunder shall belong to the CONTRACTOR.

Upon completion of work and upon final payment by the OWNER furnish the OWNER with an affidavit certifying that all charges for materials and any other expenses incurred by the CONTRACTOR pertaining to the execution of this contract have been paid in full to the end that no liens of any kind or character (save and except those between

the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the CONTRACTOR and the CONTRACTOR's satisfactory releases of liens or claims for liens by the CONTRACTOR, subcontractor, laborers, and materials suppliers.

Further on completion of all construction work a Notice of Completion shall be filed at the County Register Deeds as required by State law and a registered copy of the document submitted to the Grantee.

Maintain accounts and records including personnel, property, and financial records adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover the locality, State or any authorized representative shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

THE OWNER SHALL:

Not permit any changes or additions to the agreement work write-up or plans without approval of the Grantee. If any extras are approved an amendment must be signed by the OWNER and the CONTRACTOR.

Cooperate with the CONTRACTOR to facilitate the performance of the work including the removal and replacement of rugs, coverings, and furniture as necessary.

Permit the CONTRACTOR to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work.

Agree to occupy the premises during the course of the construction work.

Agree to issue a written proceed order to the CONTRACTOR within ten (10) days from the date of execution of the contract.

Have the option in the event of any breach of this contract and with the Grantee approval to engage the services of another CONTRACTOR to complete the work and to deduct the cost of such completion from any amount due the CONTRACTOR hereunder.

Agree to place the rehabilitation funds in a housing rehabilitation account as arranged by the Grantee and understands that no interest will accrue on the monies placed into the account.

Agree to allow payment in full to the CONTRACTOR from the account subject to the Grantee's acceptance of the Housing Rehabilitation work as satisfactorily completed in accordance with this Contract.

SECTION V Method and Form of Payment

The CONTRACTOR shall upon completion of the work and before final payment by the OWNER furnish the OWNER with an affidavit certifying that all charges for

Materials and any other expenses incurred by the CONTRACTOR pertaining to the execution of this contract have been paid in full. To the end that no liens of any kind or character (save and except those between the parties hereto) may be affixed against the above described property. Final payment of the contract amount will be made only after final inspection and acceptance of all work to be performed by the CONTRACTOR and the satisfactory releases of liens or claims for liens by the CONTRACTOR, subcontractors, laborers, and material suppliers.

SECTION VI Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents no member of the governing body and no other public official of the locality who exercises any function or responsibility with respect to this contract or the proceeds thereof for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontractors the language set forth in this paragraph prohibiting conflict of interest.

IN WITNESS WHEREOF the parties have by their duly authorized representatives set out their signatures.

(CONTRACTOR)

(OWNER)

(SIGNATURE)

(SIGNATURE)

DATE

DATE

WITNESSED BY

WITNESSED BY

EXHIBIT A

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract issued;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the federal Social Security number used on the Employers Quarterly Federal Tax Return. U. S. Treasury Department Form 941;
 - d. Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin;
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which

have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7)a through p of these specifications. The goals set forth in the solicitation form which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.
 - c. Maintain a current file on the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individuals. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-top training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee

programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under (7)b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women, and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)a through p. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted

as fulfilling any one or more of its obligations under (7)a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontracts with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulation, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit records relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee identification numbers, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractor shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).