

**BID REQUIREMENTS****INSTRUCTIONS TO BIDDERS**

1. **Basis of Contract.** Contract, if awarded, will be on a lump sum basis and will be substantially in accordance with the Contract Documents dated December 9, 2024.
2. **Examination of Site.** In undertaking the work under this Contract, the Contractor acknowledges that he has visited the Project Site and has taken into consideration all observed conditions that might affect his work.
3. **Surety and Insurance Companies.** The Contract provides that the surety and insurance companies must be acceptable to the Owner. Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, for qualified self insurers or group self insureds, a specific excess insurer providing statutory limits) with an A.M. Best Financial Strength Rating of "A-" or better and with an A.M. Best Financial Size Category of Class V or larger.
4. **Bidding Documents.** The Bidding Documents comprise the Construction Documents, the Invitation to Bid, the Instructions to Bidders, the Bid Form, and all Addenda, upon which the bidder submits a bid.
5. **Addenda.** All Addenda issued prior to bid date adjust, modify, or change the drawings and specifications as set forth in the Addenda. No Addenda will be issued within 72 hours of the date set for opening bids without an extension of the bid date. All such Addenda are part of the contract.
6. **Interpretations.** No oral interpretation will be made to bidders as to the meaning of the drawings and specifications. Requests for interpretation of drawings and specifications must be made in writing to the Design Professional not later than six days prior to the date set for receipt of the bids. Failure on the part of the successful bidder to request clarification shall not relieve him as Contractor of the obligation to execute such work in accordance with a later interpretation by the Design Professional. All interpretations made to bidders will be issued in the form of Addenda to the plans and specifications and will be sent to all plan holders of record. Acknowledgement of receipt of such Addenda shall be listed in the Bid Form by the Contractor.
7. **Alternates.** Unless otherwise stipulated, all alternate bids are deductive. It is in the best interest of the public, and the intent of the Owner is, that the entire Project be constructed within the funds allocated in the Project budget. The acceptance of any deductive alternate will be utilized as a last resort to accomplish the Project without requiring a redesign and rebidding of the Project. Any alternate, or alternates, if taken, will be taken in numerical sequence to the extent necessary.
8. **Sales Tax.** Unless otherwise provided for in the Contract Documents, the Contractor shall include in his bid all sales taxes, consumer taxes, use taxes, and all other applicable taxes that are legally in effect at the time bids are received.
9. **Trade Names, Specifications.**
  - (a) *No Restriction of Competition.* When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers' names that are different from those mentioned in the Bidding Documents, application for the approval of the use of such products must reach the hands of the Design Professional at least ten days prior to the date set for the opening of bids (see 9(b) below). This provision applies only to the party making a submission prior to bid. If approved by Design Professional, the Design Professional will issue an addendum to all bidders. This provision does not prevent the Owner from initiating the addition of trade names, brand names, or names of manufacturers by addendum prior to bid.
  - (b) *Request for Approval of Substitute Product.* All requests for approval of substitution of a product that is not listed in the Bidding Documents must be made to the Design Professional in writing. For the Design Professional to prepare an addendum properly, an application for approval of a substitute product must be accompanied by a copy of the published recommendations of the manufacturer for the installation of the product together with a complete schedule of changes in the drawings and specifications, if any, that must be made in other work in order to permit the use and installation of the proposed product in accordance with the recommendations of the manufacturer of the product. The application to the Design Professional for approval of a proposed substitute product must be accompa-

nied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Bidding Documents.

(c) *Burden of Proof.* The burden of proving acceptability of a proposed product rests on the party making the submission. Therefore, the application for approval must be accompanied by technical data that the party requesting approval desires to submit in support of its application. The Design Professional will consider reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for efficiency in servicing its products, or any other written information that is helpful in the circumstances. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

(d) *Issuance of Addenda.* If the Design Professional approves the submittal, an addendum will be issued to all prospective bidders indicating the approval of the additional product(s). Issuance of an addendum is a representation to all bidders that the Design Professional in the exercise of his professional discretion established that the product submitted for approval is acceptable and meets or exceeds all express requirements. If a submittal is initially rejected by the Design Professional, but determined to be acceptable to Design Professional after a conference with the Owner, an addendum covering the said submittal will be issued prior to the opening of bids. The successful bidder may furnish no products of any trade names, brand names, or manufacturers' names except those designated in the Contract Documents unless approvals have been published by addendum in accordance with the above procedure. Oral approvals of products are not valid.

(e) *Conference with the Owner.* Any party who alleges that rejection of a submittal is the result of bias, prejudice, caprice, or error on the part of the Design Professional may request a conference with a representative of the Owner, provided: that the request for said conference, submitted in writing, shall have reached the Owner at least six days prior to the date set for the opening of bids, time being of the essence.

**10. Employment of Georgia Citizens and Use of Georgia Products.** The work provided for in this Contract is to be performed in Georgia. It is the desire of the Owner that materials and equipment manufactured or produced in Georgia shall be used in the work and that Georgia citizens shall be employed in the work at wages consistent with those being paid in the general area in which the work is to be performed. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the work; nor shall the fulfillment of this desire be asserted by the Contractor as an excuse for any noncompliance or omission to fulfill any obligation under the contract.

**11. Trading with the State Statutes, Ethics.** By submitting a bid, the bidder certifies that the provisions of law contained in O.C.G.A. Sections 45-10-20 to 45-10-71, which prohibit officials and employees of the state from engaging in certain transactions with the state and state agencies, and the Governor's Executive Orders governing ethics, have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.

**12. Georgia Security and Immigration Compliance Act Requirements.** No bid will be considered unless the Contractor certifies its compliance with the Immigration reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security Immigration Compliance Act OCGA 13-10-91 *et seq.* The Contractor shall execute the Georgia Security and Immigration Compliance Act Affidavit, as found in Section 7 of the Construction Contract. Contractor also agrees that it will execute any affidavits required by the rules and regulations issued by the Georgia Department of Audits and Accounts. If the Contractor is the successful bidder, contractor warrants that it will include a similar provision in all written agreements with any subcontractors engaged to perform services under the Contract.

**14. Bids.**

(a) *Bid Opening.* Bids will be opened and announced as stated in the Invitation to Bid.

(b) *Bid Submission.* All bids must be submitted on the Bid Form as attached hereto and must be signed, notarized, and sealed by a notary public. All blanks for information entry in bid forms submitted to Owner should be filled. Blanks left unfilled constitute irregularities in the bid and place the bidder at risk of having the bid rejected *unless* the Owner rules the irregularity to be an informality or technicality that the director can waive, as is made clear in Paragraph 16 of these "Instructions to Bidders" and on the Bid Form. Numbers shall be written in English words and in Arabic numerals. **The inclusion of any condition, alternate, qualification, limitation, or provision not called for shall render the bid nonresponsive and shall be sufficient cause for rejection of a bid.**

(c) *Bid Security.* Bids must be accompanied by a Bid Bond made payable to the Owner in an amount not less than five percent of the Bid. Bid Bonds should be furnished on forms accepted as standard by the insurance industry, but shall be substantially in accordance with the Bid Security Form attached hereto.

(d) *Delivery of Bids.* Bids are to be addressed to the Owner, at the address and room number shown in the Invitation to Bid. Bids must be enclosed in an opaque, sealed envelope; marked with the Bid Date, Bid Time, Bid Number, Name of Project; and identified with the words "Bid for Construction." Bids must be placed in the hands of the Owner at the specified location by not later than the hour and date named in the Invitation to Bid. After that time, no bids may be received. It is the sole responsibility of the bidder to ensure the delivery of the bids to the required address.

(e) *Withdrawal of Bids.* Bids may be withdrawn by bidders prior to the time set for official opening. After time has been called, no bid may be withdrawn for a period of thirty-five days after the time and date of opening except as provided in O.C.G.A Section 13-10-22 (appreciable error in calculation of bid). Negligence or error on the part of any bidder in preparing his bid confers no right of withdrawal or modification of his bid after time has been called except as provided by Georgia law.

15. **Contract Award.** Award shall be made on a lump sum basis to the lowest responsive and responsible bidder. The lowest bid will be the bid whose price, after incorporating all accepted alternates, is the lowest responsive bid that was received from a responsible bidder. No bid may be withdrawn for a period of thirty-five days after time has been called on the date of opening except in accordance with the provisions of law.

16. **Owner's Rights Concerning Award.** The Owner reserves the right in its sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right in its sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

(a) Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;

(b) Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract;

(c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current Ratio of 1.0 or higher;

(d) Whether the bidder can demonstrate a commitment to safety with regard to Workers' Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and

(e) Whether the bidder's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the bidder's contract obligations.

17. **Owner's Right to Negotiate with the Lowest Bidder.** In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

18. **Contract Forms.** The contract forms, including the payment and performance bonds, shall be as set forth following the bid form – Forms.

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**BID REQUIREMENTS**

**BID FORM**

To: **City of Snellville**

Re: **Briscoe Park Community Recreation Center, AATL230037**

Bid Date: **January 28, 2025 @ 2:00 p.m.**

**THE BID:**

**Bid.** Having carefully examined the Specifications entitled T.W. Briscoe Park Community and Recreation Center, and the Bidding Documents and Addendum (a) No.(s), \_\_\_\_\_, as well as the Site and conditions affecting the Work, bidder hereby proposes to furnish all services, labor, materials, and equipment called for by them for the entire Work, in accordance with the aforesaid documents, for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

which sum is hereinafter called the Bid. The Bid shall be the amount of the Contract Sum executed between the Owner and the Contractor unless Alternates are accepted.

**Errors or Revisions.** Prior to the bid opening date and hour, errors may be stricken or revisions may be made and corrections entered on this proposal form or on the bid envelope with sufficient clarity to be easily understood. All such annotations shall be binding on the bidder.

**No Withdrawal.** For and in consideration of the sum of \$10.00, the receipt of which is hereby acknowledged, bidder and Owner agree that this bid may not be revoked or withdrawn after the time set for the opening of bids, except as provided in Georgia law, but is an irrevocable offer that shall remain open for acceptance for a period of thirty-five days following the time set for the opening of bids.

**Execution of the Contract.** If bidder is notified in writing by statutory mail of the acceptance of this bid within thirty-five days after time set for the opening of bids, bidder agrees to execute within ten days the Contract for the Work for the above stated Bid, as adjusted by the accepted Alternates, and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond on forms shown in Section 7 of the General Conditions of the Contract, both in an amount of equal to 100 percent of the Contract Sum.

**Commencement and Completion of Work.** Upon the Effective Date of the Contract, bidder agrees to commence all Preconstruction Activities. Upon issuance of a Proceed Order, bidder agrees to commence physical activities on the Site with adequate forces and equipment and to complete to Material Completion all work in **365** consecutive calendar days beginning the day after the date of the Proceed Order.

**Bid Bond.** Enclosed herewith is a Bid Bond (*NO OTHER FORM ACCEPTABLE*) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (being not less than five percent of the Bid). Bidder agrees that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by bidder's failure to execute the Contract or to furnish the Performance and Payment Bonds should bidder's bid be accepted.

**Obligation of Bid Bond.** If this bid is accepted within thirty-five days after the date set for the opening of bids and bidder fails to execute the Contract within ten days after Notice of Successful Bid, or if bidder fails to furnish both Performance and Payment Bonds, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligations of the Bid Bond will be null and void.

**Bidder Certification**

**Certification under Oath.** Under oath I certify that I am a principal or other representative of the bidder, and that I am authorized by it to execute the foregoing bid on its behalf; and further, that I am a principal person of the bidder with management responsibility for the construction for the bidder, and as such I am personally knowledgeable of all its pertinent matters. I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. Bidder and its principals understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid.

BY: \_\_\_\_\_  
Authorized Signature (BLUE INK)

\_\_\_\_\_  
Printed Name Title

Sworn to and subscribed before me this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

(SEAL)

**NOTE: THE NOTARY SEAL MUST BE APPLIED UNDER GEORGIA LAW, WHETHER OR NOT THE LAW OF THE STATE WHERE EXECUTED PERMITS OTHERWISE.**

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END OF DOCUMENT 002113

## **Forms**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at

\_\_\_\_\_

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Snellville, Georgia  
2342 Oak Road  
Snellville, Georgia 30078

herein after referred to as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Snellville, Georgia, a proposal for furnishing materials, labor and equipment for:

Invitation to Bid  
T.W. Briscoe Park Community  
and Recreation Center

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Snellville, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Snellville, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Snellville, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Snellville,

Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

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

(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

(Address)

\_\_\_\_\_  
(Witness as to Surety)

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

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

**The City of Snellville Georgia**

\_\_\_\_\_  
(Name of Obligee)

City of Snellville, 2342 Oak Road, Snellville, Georgia 30078

\_\_\_\_\_  
(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Oblige, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**ATTEST:**

\_\_\_\_\_  
(Principal Secretary)  
(Seal)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

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

\_\_\_\_\_  
(Surety)

**ATTEST**

**BY:**

\_\_\_\_\_  
Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

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

\_\_\_\_\_  
(Witness as to Surety)

**PERFORMANCE**

**BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

**The City of Snellville, Georgia**

\_\_\_\_\_  
(Name of Obligee)

City of Snellville, 2342 Oak Road, Snellville, GA. 30078

\_\_\_\_\_  
(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of United States, for the payment of which sum well and truly to 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, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated \_\_\_\_\_ for: \_\_\_\_\_.

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

**Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024**

**ATTEST:**

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

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

\_\_\_\_\_  
(Surety)

**ATTEST:**

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(Attorney-in-Fact) and Resident Agent

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(Attorney-in-Fact)

(Seal)

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(Address)

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(Witness as to Surety)

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(Address)

## Affidavit Pursuant to Georgia Immigration Laws

Note: As a prerequisite to certain interactions with local government, Georgia Law requires an affidavit regarding the subjects indicated herein.

1. I am over the age of 18, of sound mind, and am competent to make this Affidavit.

2. Initial all that apply (you may initial more than one):

\_\_\_\_\_ I execute this Affidavit as an applicant for a Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Contracts, Business Loans, Business Licenses, Professional Licenses, Certificates authorizing the transaction of regulated businesses, and/or other benefits as referenced and defined in O.C.G.A. Section 50-36-1, and as defined by the Attorney General of the State of Georgia.

\_\_\_\_\_ I execute this Affidavit as an applicant for a business license in the City of Snellville, Georgia.

\_\_\_\_\_ I execute this Affidavit as a contractor or subcontractor on a project of the City of Snellville, Georgia or one of its departments.

3. I submit this affidavit on behalf of \_\_\_\_\_ (self or business entity).

4. With respect to my personal presence in the United States, I state as follows:

a. \_\_\_\_\_ I am a United States citizen. **OR**

b. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below.\*

5. *(For Business Licenses, Contractors, and Subcontractors Only)* With respect to efforts to verify the lawful presence of persons employed or engaged by me or the entity on behalf of which I sign this Affidavit, I affirm (a) that the system known as "E-Verify" is used to determine immigration status of all employees, contractors or subcontractors, as the case may be; (b) that the pertinent E-Verify user number is \_\_\_\_\_; (c) that E-Verify will be used to verify the immigration status of all employees and contractors/subcontractors in the future, indefinitely; and (d) that I will notify the City of Snellville immediately if there should be any change in the above stated E-Verify usage.\*\*

6. In making the above representations under oath, I understand that the City of Snellville and its employees are relying upon this affidavit, and I hereby authorize them to do so. I am aware that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Alien Reg. No. or Other Identifying No. for Non-Citizens

Notary Public

My Commission Expires: \_\_\_\_\_

\* **Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. **Qualified aliens that do not have an alien registration number may supply another identifying number.\*\*** **Note:** For those persons filling out this Affidavit only for a business license, the applicable dates for the requirement to use E-Verify are as follows: (a) employers of 500 or more employees must use E-Verify by January 1, 2012; (b) employers of 100 to 500 employees must use E-Verify by July 1, 2012; (c) employers of 10 to 100 employees must use E-Verify by July 1, 2013.

**OFFICE USE ONLY: Type of Secure and Verifiable Document:** \_\_\_\_\_ ; **Business License Number:** \_\_\_\_\_

**DRUG-FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract with the City of Snellville; and

(2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

“As part of the subcontracting agreement with \_\_\_\_\_(Contractor), \_\_\_\_\_(subcontractor) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

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

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Contractor Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent



**NON-COLLUSION AFFIDAVIT**  
**T.W. BRISCOE PARK COMMUNITY AND RECREATION CENTER**



For Project: \_\_\_\_\_

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) Signer is the [ *Owner, Partner, Officer, Representative or Agent* ] (circle one) of \_\_\_\_\_, the Bidder that has submitted the attached Bid.
- (2) Signer is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this signer, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against City of Snellville, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interests, including this affidavit.

Subscribed and sworn to before me

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My commission expires \_\_\_\_\_.

**Subcontractor Affidavit and Agreement:**

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (insert name of contractor) on behalf of the City of Snellville has registered with and is participating in a federal work authorization program\* [any of the electronic verification or work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**(End of Form)**



TO: Prospective Bidders  
FROM: CDBG Program Analyst  
DATE: November 27, 2023  
SUBJECT: Community Development Block Grant Program Certifications

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

*If you have any questions, please contact:*

Gwinnett County Housing and Community Development  
One Justice Square, 446 West Crogan Street, Suite 420  
Lawrenceville, GA 30046-2439  
Telephone: 678-518-6008  
Email: [cdbg@gwinnettcountry.com](mailto:cdbg@gwinnettcountry.com)

#### CDBG Certifications Applicable To This Proposal or Bid:

In accordance with the Housing and Community Development Act of 1974 [hereinafter referred to as "The Act"], as amended, and Community Development Block Grant Program regulations [24 CFR Part 570] and Consolidated Plan regulations [25 CFR Part 91], the Contractor certifies that:

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

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

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

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

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Consultant will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the contract documents for all sub-consultants at all tiers and that all sub-consultants shall certify and disclose accordingly.

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's and Subcontractor's workplaces and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) Policy for maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will -
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Grantee (Gwinnett County) in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving

actual notice of such conviction. Employers of convicted employees must provide notice, including name and position title, to the Grantee's (Gwinnett County) officer or other designee on whose contract activity the convicted employee was working. Notice shall include the identification of each affected Contract;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The Contractor must insert in the space provided below the site(s) for the performance of work done in connection with the specific project/activity:

Place of Performance (Street address, city, county, state, zip code)

Check 0 if there are workplaces on file that are not identified here; and

(d) Contractor will comply with the provisions of the Act and with other applicable laws.

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Name of Company

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Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

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Signature Date

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

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

1. Section 2012 Equal Opportunity Clause:

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

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provide however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the Contractor may request the United State to enter into such litigation to protect the interest of the United States.

**SPECIAL EQUAL OPPORTUNITY PROVISIONS:**

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

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

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

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

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

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

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Name of Company

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Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

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Signature Date

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

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

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

### CERTIFICATION BY BIDDER

Name and Full Address of Bidder \_\_\_\_\_

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

Yes  No

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

Yes  No

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

Yes  No  None Required

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

Yes  No

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name and Title of Authorized Certifying Official

\_\_\_\_\_  
Signature of Authorized Certifying Official

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



**CERTIFICATION BY PROPOSED SUBCONTRACTOR  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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Name of Prime Contractor

Project Number

**INSTRUCTIONS**

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

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

**SUBCONTRACTOR'S CERTIFICATION**

Name and Full Address of Subcontractor

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

Yes  No

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

Yes  No

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

Yes  No  None Required

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

Yes  No

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Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

Signature Date

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

**INSTRUCTIONS**

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

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

**CERTIFICATION BY BIDDER**

---

Name and Full Address of Bidder

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

---

Signature Date

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

**INSTRUCTIONS**

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

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

**SUBCONTRACTOR'S CERTIFICATION**

\_\_\_\_\_  
Name and Full Address of Subcontractor

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Name and Title of Authorized Certifying Official

\_\_\_\_\_  
Signature of Authorized Certifying Official

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

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

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

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

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

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

### Instructions for Certification (A)

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

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

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

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

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

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Applicant

Date

---

Signature of Authorized Certifying Official

Title of Authorized Certifying Official

**SECTION 3 PLAN**

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

## SECTION 3 PLAN

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



### SECTION 3 PLAN FORMAT

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

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

- I. To attach Table A – Work Force Needs, on which will be listed all projected work force needs for all phases of this project, by occupation, trade, skill level and number of positions, along with the number of new hires anticipated for this project, and the number of Section 3 residents for which jobs will be made available.
  
- J. To prepare a detailed Section 3 Plan which addresses, at a minimum, all of the items contained herein. The Consulting Firm is encouraged to provide any other details, and specific information which explains how the firm will meet, or exceed, the numeric goals for Section 3 – Employment and Contractual.

**[SIGNATURES ON NEXT PAGE]**





## SECTION 3 PLAN – TABLE B

### GOALS

#### A. Section 3 Residents - New Hires

##### Numerical Goals for Resident Employment

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

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

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

#### B. Section 3 Business Concerns

##### Numerical Goals For Contracting

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

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

#### C. Definitions

Section 3 Residents - (1) A public housing resident, or (2) an individual who resides in Gwinnett County and is a low-income person, or very low-income person. Low-income person is defined as to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the Metropolitan Atlanta area. A very Low- income person is defined as to mean families (including single persons) whose incomes do not exceed 50 per centum of the median income for the Metropolitan Atlanta area.

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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND NONSEGREGATED FACILITIES**

The undersigned hereby certifies that

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

**CERTIFICATION BY BIDDER**

---

Name and Full Address of Bidder

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

Signature Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CERTIFICATION OF BIDDER REGARDING SECTION 3 AND NONSEGREGATED FACILITIES**

The undersigned hereby certifies that

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

**SUBCONTRACTOR'S CERTIFICATION**

---

Name and Full Address of Subcontractor

---

Name of Company

---

Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

---

Signature Date

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



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

---

Name of Project

Project Number (if applicable)

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

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

The undersigned certifies that:

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

---

**CONTRACTOR'S CERTIFICATION**

Legal Name and Business Address of Contractor:

---

The undersigned is:

A Single Proprietorship

A Corporation Organized in the State of \_\_\_\_\_

A Partnership

Other Organization – Describe \_\_\_\_\_

**[Certification Continues on the Next Page]**

**CONTRACTOR'S CERTIFICATION (continued)**

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

<b>Name</b>	<b>Title</b>	<b>Address</b>

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

<b>Name</b>	<b>Title</b>	<b>Address</b>

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

<b>Name</b>	<b>Title</b>	<b>Address</b>

---

Name of Company

---

Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

---

Signature Date

**WARNING**

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

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

---

Name of Project \_\_\_\_\_

Project Number (if applicable) \_\_\_\_\_

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

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

The undersigned certifies that:

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

---

**SUBCONTRACTOR'S CERTIFICATION**

Legal Name and Business Address of Contractor: \_\_\_\_\_

---

The undersigned is:

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

**[Certification Continues on the Next Page]**

**SUBCONTRACTOR'S CERTIFICATION (continued)**

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

<b>Name</b>	<b>Title</b>	<b>Address</b>

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

<b>Name</b>	<b>Title</b>	<b>Address</b>

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

<b>Name</b>	<b>Title</b>	<b>Address</b>

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

---

Signature Date

**WARNING**

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

**CERTIFICATION OF CONCERNING THE BUILD AMERICA, BUY AMERICA ACT (BABA)**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CERTIFICATION OF BIDDER REGARDING THE BUILD AMERICA, BUY AMERICA ACT (BABA)**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 70901- 52 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA’s “Buy America Preference” (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms’ ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products.

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Name and Full Address of Bidder

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Name of Company

---

Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

---

Signature Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**SUBCONTRACTOR'S CERTIFICATION REGARDING THE BUILD AMERICA, BUY AMERICA ACT (BABA)**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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Name and Full Address of Subcontractor

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

---

Signature Date





**APPENDIX TO CDBG CERTIFICATIONS**

## APPENDIX 1

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

#### A. Lobbying Certification – Paragraph n

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

#### B. Drug-Free Workplace Certification – Paragraph o

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

## APPENDIX 2

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

#### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of 29 CFR 5.5 (a)(1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321 shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification within 30 days of receipt and so advise HUD or its designee or within the 30-day period that additional time is necessary. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).

**(c)** In the event the contractor, the laborers or mechanics is to be employed in the classification or their representative, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for the determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officer of Management and Budget under OMB control number 1215-0140).

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

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborers or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written

notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contribution or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control number 1215-0140 and 1215-0017.)

**(ii)(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased for the Superintendent of Documents (Federal Stock number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the fully weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.

(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to an individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a States Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ration of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with

that determination. In the event of the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

**(2) Violations: liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such



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

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

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

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

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

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

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

## **APPENDIX 3**

### **Applicable Davis Bacon Wage Rate Decision**

## **APPENDIX 4**

### **Build America, Buy America Act (BABA)**

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

I. Overview of Build America, Buy America Act

The Build America, Buy America Act (BABA)

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

II. Definitions

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

- A. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)
- B. Buy America Preference is defined in 2 CFR § 184.3 and means the “domestic content procurement preference” set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.
- C. Categorization of Articles. The term “categorization of articles” refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:
- i. Iron or steel products;
  - ii. Manufactured products;
  - iii. Construction materials; or
  - iv. Section 70917(c) materials.

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

- D. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.
- E. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or 5 supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.
- (1) The listed items are:
- i. Non-ferrous metals;
  - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - iii. Glass (including optic glass);
  - iv. Fiber optic cable (including drop cable);
  - v. Optical fiber;
  - vi. Lumber;
  - vii. Engineered wood, and
  - viii. Drywall.

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

- F. Covered Materials includes the following when used in connection with an Infrastructure Project:
- (A) all iron and steel;
  - (B) all Manufactured Products; and
  - (C) all Construction Materials.
- G. Covered CPD Programs. The term “covered CPD programs” means any Federal financial assistance administered by CPD that is used for infrastructure purposes, excepting expenditures related to pre and post disaster or emergency response.
- H. Grantee. The term “grantee,” as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
- I. Federal Financial Assistance (FFA) has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a Non-Federal Entity for an Infrastructure Project, except that it does not include:
- (A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or
  - (B) pre and post disaster or emergency response expenditures.
- J. Infrastructure is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other 6 maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).
- K. Infrastructure Project. The term “infrastructure project” is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.
- L. Iron and Steel Products. The term “iron and steel products” is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

- M. Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
- N. Made in America Office. The term “Made in America Office” or “MIAO” means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.
- O. Manufactured Products is defined in 2 CFR 184.3 and means:
- (1) Articles, materials, or supplies that have been:
    - (i) Processed into a specific form and shape; or
    - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
  - (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.
- P. Manufacturer is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.
- Q. Non-Federal Entity means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization, as provided in 2 CFR 200.1. Public Housing Agencies are Non-Federal Entities. 7
- R. Not Listed Construction Materials. The term “not listed construction materials” refers to the category of construction materials that are subject to the BAP, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver.
- This includes:
- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
  - ii. glass (including optic glass); and
  - iii. drywall.
- S. Obligate. The term “obligate,” for purposes of HUD’s phased implementation of BABA, means the date that HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of Federal financial assistance. The milestone that establishes an obligation date depends on each

program but for many CPD programs, such as CDBG, the obligation date occurs upon HUD's execution of the grant agreement.

- T. OMB Guidance. The term "OMB guidance" refers to 2 CFR Part 184, the "Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (M-24-02), issued October 25, 2023, by the Office of Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This guidance is applicable to the heads of all Federal agencies for the implementation of BABA's Buy America Preference.
- U. Pre and Post Disaster or Emergency Response Expenditures. The term "pre and post disaster or emergency response expenditures" means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre- and post-disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.
- V. Produced in the United States is defined in 2 CFR 184.3 and means:
- i. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. In the case of manufactured products:
    1. The product was manufactured in the United States; and
    2. The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.
  - iii. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of "all manufacturing processes" for specific construction materials.
- W. Project. The term "project" means the construction, alteration, maintenance, or repair of infrastructure in the United States. (Section 70912(7) of BABA).
- X. Section 70917(c) Materials. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as



stone, sand, or gravel, or aggregate binding agents or additives. These materials are not considered “construction materials” for the purpose of BABA implementation.

- Y. Specifically listed construction materials. The term “specifically listed construction materials” for HUD programs includes:
- a. non-ferrous metals;
  - b. lumber;
  - c. composite building materials; and
  - d. plastic and polymer-based pipe and tube.

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

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

## HUD’s General Waivers Applicable to Covered CPD Programs

Four general applicability waivers are currently in effect for HUD programs and apply to all Covered CPD Programs. Each waiver is outlined below.

General Waiver Type	Purpose	Effective Dates
<b>Public Interest Phased Implementation</b>	HUD issued a public interest waiver, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” to allow for orderly implementation of the BAP across HUD programs. The Phased Implementation Waiver establishes a schedule for the phased implementation of the BAP across CPD programs and infrastructure materials.	The public interest waiver was issued in March 2023 and established a phased implementation schedule for the application of the BAP to HUD programs through FY2025. The BAP has been in effect since November 15, 2022, for the use of iron and steel for infrastructure projects funded with newly obligated FFA through the CDBG program.
<b>Exigent Circumstances</b>	HUD issued a public interest waiver for exigent circumstances, “Public Interest Waiver of Build America, Buy America Provisions for Exigent Circumstances as Applied to Certain Recipients of HUD Federal Financial Assistance”. This waiver applies when there is an urgent need by a CPD grantee to immediately complete an infrastructure project because of a threat to life, safety, or property of residents and the community.	The public interest waiver for exigent circumstances is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
<b>De Minimis, Small Grants, and Minor Components</b>	HUD issued a public interest de minimis, small grants, and minor components waiver titled “Public Interest De Minimis and Small Grants Waiver of Build America, Buy America Provisions as Applied to Certain Recipients of HUD Federal Financial Assistance”. This waives the BAP for all infrastructure projects whose total cost (from all funding sources) is equal to or less than the simplified acquisition threshold at 2 CFR 200.1 which is currently \$250,000. This Notice also waives the application of the BAP for a de minimis portion of an infrastructure project, meaning a cumulative total of no more than five percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.	The public interest de minimis, small grants, and minor components waiver is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
<b>Tribal Recipients Waiver</b>	HUD issued a public interest waiver, “Extension of Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance: Final Notice” for the BAP as it applies to Tribal recipients. HUD will consult with Tribally Designated Housing Entities and other Tribal Entities on how to apply the BAP.	

## **HUD Project-Specific Waivers**

Additionally, a CPD grantee may request a project-specific waiver from the BAP for covered FFA on a limited, case-by-case basis. HUD may grant a project specific waiver after consultation and review with the OMB's MIAO. As with the general waivers, under Section 70914(b) HUD may issue a project-specific waiver to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. A waiver for a specific project may vary depending upon the circumstances of the project, and specific items, products, or materials in question.

Superseded General Decision Number: GA20230308

State: Georgia

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Gwinnett County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

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 \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	03/22/2024
2	09/20/2024

ASBE0048-003 04/05/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.09	17.19

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 CARP1263-001 10/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 31.58	17.05

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 ELEC0613-004 09/02/2023

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 34.50	32%

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 ELEC0613-005 09/02/2023

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring).....	\$ 34.50	32%

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 \* ENGI0926-004 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe..	\$ 28.00	12.03

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 ENGI0926-005 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane.....	\$ 34.66	13.83

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 \* ENGI0926-006 08/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Forklift.....	\$ 31.65	15.03

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 IRON0387-002 01/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.24	14.81
IRONWORKER, STRUCTURAL.....	\$ 30.24	14.81

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 \* PLUM0072-003 08/01/2024

	Rates	Fringes
PIPEFITTER		

(Excluding HVAC Pipe and Unit Installation).....	\$ 39.13	13.31
(HVAC Pipe Installation Only).....	\$ 31.68	13.31
(HVAC Unit Installation Only).....	\$ 39.13	13.31
PLUMBER.....	\$ 39.13	13.31

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 \* SHEE0085-022 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 34.58	16.49
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 35.21	17.72

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 \* UAVG-GA-0001 01/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.08	17.12

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 \* SUGA2017-023 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 18.02	0.00
CARPENTER, Excludes Form Work....	\$ 21.06	3.54
CEMENT MASON/CONCRETE FINISHER...\$ 10.00 **		0.00
GLAZIER.....	\$ 21.77	6.36
INSTALLER - GUARDRAIL.....	\$ 20.00	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 15.69 **	0.00
LABORER: Common or General.....	\$ 15.00 **	0.00
LABORER: Pipelayer.....	\$ 12.55 **	1.90
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.24	0.00
OPERATOR: Bulldozer.....	\$ 15.23 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.80 **	0.00
OPERATOR: Loader.....	\$ 21.32	0.00
OPERATOR: Roller.....	\$ 16.82 **	1.19
PAINTER (Brush and Roller).....	\$ 16.14 **	0.00
PAINTER: Spray.....	\$ 16.29 **	0.00

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

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

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

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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.

#### State Adopted Rate Identifiers

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

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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"

**CONTRACT AGREEMENT**

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Snellville, Georgia, party of the first part (hereinafter called the "Owner"), and \_\_\_\_\_, party of the second part, (hereinafter called the "Contractor"),

**WITNESSETH:**

That the Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. That the Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete the T.W. BRISCOE PARK COMMUNITY AND RECREATION CENTER PROJECT in a good, firm, substantial and workmanlike manner the construction of but is not limited to the following major items:
  1. Construction of a 34,276 square foot multi-level community and recreation center.
  2. Site work that will include a new parking area and supporting utilities.
  
2. The term "CONTRACT DOCUMENTS" means and includes the following:
  1. Advertisement for Bids
  2. Instructions to Bidders
  3. Bid Proposal
  4. Contract Agreement
  5. Notice of Award
  6. Notice to Proceed
  7. Performance Bond
  8. Payment Bond
  9. General Conditions
  10. Contractor E-Verify Affidavit
  11. Subcontractor E-Verify Affidavit
  12. Drug-Free Workplace
  13. Non-Collusion Affidavit
  14. Community Development Block Grant Certifications

**ADDENDA**

NO.	DATE:
_____	_____
_____	_____
_____	_____
_____	_____

3. The following drawings are part of this contract:
 

Briscoe Park Construction Documents  
Project Manual for Snellville Briscoe Park Community Recreaion Center
  
4. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work within three hundred sixty-five (365) consecutive calendar days. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of One Thousand Dollars (\$1,000) for each working day that he shall be in default of completing the work within the time limit named herein. The Owner shall consider extensions to the Contract Time only if a formal request for extension is submitted in writing with back-up information, and the extension is due to circumstances beyond the Contractor’s control. If the

Contractor abandons the Contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner and the general public of the City of Snellville, Georgia, as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

5. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which sum shall also pay for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the execution of the work, and for all expenses incurred by, or in consequence of the work, its suspension or discontinuance, and for well and faithfully completing the work and the whole thereof, as herein provided, and for replacing defective work or products for a period of one year after completion.
6. The Owner shall make monthly partial payments to the Contractor in accordance with the provisions of the Contract Documents.
7. Contractor shall perform all the work for this project, in accordance with the provisions of the Contract Documents.
8. This contract is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13-10-91. The City of Snellville employs 100 or more employees, and is in compliance with O.G.C.A. § 13-10-91. Contractor hereby states that it has complied with the requirements of O.G.C.A. § 13-10-91, as attested to by the attached affidavit, and will obtain the employee-number category and eligibility verification from all subcontracts it uses regarding this project.
9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
10. Disputes arising out of this contract shall be heard in the superior courts of Gwinnett County, Georgia. The Owner and Contractor agree that jurisdiction and venue are proper in the superior courts of Gwinnett County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.
11. This agreement constitutes the entire agreement between the parties and supercedes all prior agreements or understandings between the parties.
12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.
13. The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney's fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as

contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

**CITY OF SNELLVILLE, GEORGIA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Seal

Attest: \_\_\_\_\_

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

Title:  
\_\_\_\_\_

Approved As to Form Before Execution:

By: \_\_\_\_\_

Attorney for the Owner

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

**CONTRACTOR:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Seal

Attest: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signed and Sealed in the presence of:

By: \_\_\_\_\_

Notary Public

NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

**CONTRACT AGREEMENT**

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Snellville, Georgia, party of the first part (hereinafter called the "Owner"), and \_\_\_\_\_, party of the second part, (hereinafter called the "Contractor"),

**WITNESSETH:**

That the Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. That the Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete the T.W. BRISCOE PARK COMMUNITY AND RECREATION CENTER PROJECT in a good, firm, substantial and workmanlike manner the construction of but is not limited to the following major items:

- 1. Construction of a 34,276 square foot multi-level community and recreation center.
- 2. Site work that will include a new parking area and supporting utilities.

2. The term "CONTRACT DOCUMENTS" means and includes the following:

- 1. Advertisement for Bids
- 2. Instructions to Bidders
- 3. Bid Proposal
- 4. Contract Agreement
- 5. Notice of Award
- 6. Notice to Proceed
- 7. Performance Bond
- 8. Payment Bond
- 9. General Conditions
- 10. Contractor E-Verify Affidavit
- 11. Subcontractor E-Verify Affidavit
- 12. Drug-Free Workplace
- 13. Non-Collusion Affidavit
- 14. Community Development Block Grant Certifications

**ADDENDA**

NO.	DATE:
_____	_____
_____	_____
_____	_____
_____	_____

3. The following drawings are part of this contract:

Briscoe Park Construction Documents  
Project Manual for Snellville Briscoe Park Community Recreation Center

4. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work within three hundred sixty-five (365) consecutive calendar days. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of One Thousand Dollars (\$1,000) for each working day that he shall be in default of completing the work within the time limit named herein. The Owner shall consider extensions to the Contract Time only if a formal request for extension is submitted in writing with back-up information, and the extension is due to circumstances beyond the Contractor's control. If the

Contractor abandons the Contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner and the general public of the City of Snellville, Georgia, as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

5. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which sum shall also pay for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the execution of the work, and for all expenses incurred by, or in consequence of the work, its suspension or discontinuance, and for well and faithfully completing the work and the whole thereof, as herein provided, and for replacing defective work or products for a period of one year after completion.
6. The Owner shall make monthly partial payments to the Contractor in accordance with the provisions of the Contract Documents.
7. Contractor shall perform all the work for this project, in accordance with the provisions of the Contract Documents.
8. This contract is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13-10-91. The City of Snellville employs 100 or more employees, and is in compliance with O.G.C.A. § 13-10-91. Contractor hereby states that it has complied with the requirements of O.G.C.A. § 13-10-91, as attested to by the attached affidavit, and will obtain the employee-number category and eligibility verification from all subcontracts it uses regarding this project.
9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
10. Disputes arising out of this contract shall be heard in the superior courts of Gwinnett County, Georgia. The Owner and Contractor agree that jurisdiction and venue are proper in the superior courts of Gwinnett County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.
11. This agreement constitutes the entire agreement between the parties and supercedes all prior agreements or understandings between the parties.
12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.
13. The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney's fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as

contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

**CITY OF SNELLVILLE, GEORGIA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Seal

Attest: \_\_\_\_\_

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

Title:  
\_\_\_\_\_

Approved As to Form Before Execution:

By: \_\_\_\_\_  
Attorney for the Owner

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

**CONTRACTOR:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Seal

Attest: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signed and Sealed in the presence of:

By: \_\_\_\_\_  
Notary Public



NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

**SECTION 006000****PROJECT FORMS**

## 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
  - 1. Owner's document(s) bound following this Document.
    - a. CONTRACT AGREEMENT (CITY OF SNELLVILLE. Added at end of section)
    - b. GENERAL CONDITIONS (CITY OF SNELLVILLE . Added at end of section)

## 1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; [www.aiacontractdocsaicontracts.org](http://www.aiacontractdocsaicontracts.org); (800) 942-7732.
- C. Preconstruction Forms:
  - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312-2010 "Performance Bond and Payment Bond."
  - 2. Form of Certificate of Insurance: AIA Document G715-2017 "Supplemental Attachment for ACORD Certificate of Insurance 25."
- D. Payment Forms:
  - 1. Schedule of Values Form: AIA Document G703-1992 "Continuation Sheet."
  - 2. Payment Application: AIA Document G702-1992/703-1992 "Application and Certificate for Payment and Continuation Sheet."

END OF SECTION 006000

**CONTRACT AGREEMENT**

This Agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Snellville, Georgia, party of the first part (hereinafter called the "Owner"), and \_\_\_\_\_, party of the second part, (hereinafter called the "Contractor"),

**WITNESSETH:**

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1. That the Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete the T.W. BRISCOE PARK COMMUNITY AND RECREATION CENTER PROJECT in a good, firm, substantial and workmanlike manner the construction of but is not limited to the following major items:

- 1. Construction of a 34,276 square foot multi-level community and recreation center.
- 2. Site work that will include a new parking area and supporting utilities.

2. The term "CONTRACT DOCUMENTS" means and includes the following:

- 1. Advertisement for Bids
- 2. Instructions to Bidders
- 3. Bid Proposal
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- 5. Notice of Award
- 6. Notice to Proceed
- 7. Performance Bond
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- 11. Subcontractor E-Verify Affidavit
- 12. Drug-Free Workplace
- 13. Non-Collusion Affidavit
- 14. Community Development Block Grant Certifications

**ADDENDA**

NO.	DATE:
_____	_____
_____	_____
_____	_____
_____	_____

3. The following drawings are part of this contract:

Briscoe Park Construction Documents  
Project Manual for Snellville Briscoe Park Community Recreation Center

4. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work within three hundred sixty-five (365) consecutive calendar days. Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of One Thousand Dollars (\$1,000) for each working day that he shall be in default of completing the work within the time limit named herein. The Owner shall consider extensions to the Contract Time only if a formal request for extension is submitted in writing with back-up information, and the extension is due to circumstances beyond the Contractor's control. If the

Contractor abandons the Contract before commencement of the work or defaults in completion of all the work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner and the general public of the City of Snellville, Georgia, as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

5. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications and Proposal, in lawful money of the United States the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which sum shall also pay for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the execution of the work, and for all expenses incurred by, or in consequence of the work, its suspension or discontinuance, and for well and faithfully completing the work and the whole thereof, as herein provided, and for replacing defective work or products for a period of one year after completion.
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7. Contractor shall perform all the work for this project, in accordance with the provisions of the Contract Documents.
8. This contract is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13-10-91. The City of Snellville employs 100 or more employees, and is in compliance with O.G.C.A. § 13-10-91. Contractor hereby states that it has complied with the requirements of O.G.C.A. § 13-10-91, as attested to by the attached affidavit, and will obtain the employee-number category and eligibility verification from all subcontracts it uses regarding this project.
9. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.
10. Disputes arising out of this contract shall be heard in the superior courts of Gwinnett County, Georgia. The Owner and Contractor agree that jurisdiction and venue are proper in the superior courts of Gwinnett County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.
11. This agreement constitutes the entire agreement between the parties and supercedes all prior agreements or understandings between the parties.
12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.
13. The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney's fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as

contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

**CITY OF SNELLVILLE, GEORGIA**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Seal

Attest: \_\_\_\_\_

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

Title: \_\_\_\_\_

Approved As to Form Before Execution:

By: \_\_\_\_\_

Attorney for the Owner

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

**CONTRACTOR:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Seal

Attest: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signed and Sealed in the presence of:

By: \_\_\_\_\_

Notary Public

NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

## GENERAL CONDITIONS

1. **Notice of Award of Contract:** Proposals submitted shall be good for a ninety (90) day period (any reference herein to "day" shall mean a calendar day). Within ninety (90) days after receipt of proposal, the Owner shall notify the successful bidder of the award of the Contract.

Should the Owner require additional time to award a Contract, the time may be extended by mutual agreement between the Owner and the successful bidder. If an Award of Contract has not been made within ninety (90) days from the bid date or within the extension mutually agreed upon, the bidder may withdraw the bid without further liability on the part of either party.

2. **Execution of Contract Documents:** With the notification of Award of Contract, the Owner shall furnish the Contractor two (2) conformed copies of Contract Documents for execution by him and his surety.

Within five (5) days after receipt the notification of Award of Contract, the Contractor shall return all the documents properly executed by himself and his surety. Attached to each document shall be the power of attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

Within five (5) days after receipt of the documents executed by the Contractor and his surety with the power of attorney and certificates of insurance, the Owner shall complete the execution of the documents. The General Contractor will receive one (1) copy of the completed signed documents and three (3) sets of plans and specifications.

Should the Contractor and/or surety fail to execute the documents within time specified, the Owner shall have the right to proceed on the bid bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw his bid without penalty.

Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

3. **Contract Security:** The Contractor shall furnish a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and products in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Georgia and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Georgia or is removed from the list of Surety Companies accepted on Federal bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety shall have furnished an acceptable bond to the Owner.

The person executing the bond on behalf of the surety shall file with the bond a general power of attorney, unlimited as to amount and type of bond covered by such power of attorney and certified to by an official of said surety.

4. **Insurance:** The Contractor shall not commence work under this Contract until all insurance described below has been obtained and such insurance has been approved by the Owner, nor shall the Contractor allow any

subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

(a) **Workmen's Compensation:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation insurance. Workmen's Compensation insurance shall include Broad Form All States endorsement.

(b) **Comprehensive General Liability:** he Contractor shall procure and shall maintain during the life of the Contract Agreement, such Comprehensive General Liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for Bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

\$2,000,000	Bodily Injury, including death, each occurrence.
\$1,000,000	Property Damage, each occurrence.
\$2,000,000	Property Damage, in the aggregate.

The insurance shall include coverage of the following hazards:

- Products/Completed Operations
- Independent Contractors
- Contractual Liability
- Underground
- Explosion/Collapse

(c) **Owner's Protective Liability:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Owner's Protective Liability Insurance with the same limits as the Comprehensive General Liability.

(d) **Automobile Liability:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Comprehensive Automobile Liability insurance in amounts not less than the following:

\$1,000,000	Bodily Injury or death to any one person.
\$1,000,000	Bodily Injury, each occurrence.
\$1,000,000	Property Damage, each occurrence.

The insurance shall include coverage for non-owned and hired vehicles.

(e) **Materials and Equipment Floater:** The Contractor shall procure and shall maintain during the life of the Contract Agreement, Materials, and Equipment Floater Insurance to protect the interests of the Owner, Contractor, and subcontractor against loss by vandalism, malicious mischief, and all hazards included in a standard All Risk Endorsement including a building risk insurance for the total amount of the building bid. The amount of the insurance shall at all times equal or exceed the full amount of the Contract. The policies shall be in the names of the Owner and the Contractor.

(f) **Certificates of Insurance:** Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless **AT LEAST THIRTY (30) days** prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail.



5. **Indemnification:** The Contractor agrees to indemnify Owner and hold Owner and its agents and employees harmless from and against all actions, causes of action, suits, liabilities, claims, damages, losses, costs and expenses (including attorney's fees and costs) arising out of or resulting from (a) any act or omission of Contractor in the performance or non-performance of the Work or its obligations hereunder, (b) any breach of contract by Contractor, and (c) any claim for injury to person or property arising out of, or in the course of, the Work as contemplated by this Contract. The parties hereto agree that the terms of this Paragraph 5 shall survive any termination or expiration of the Contract.

In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

6. **Notice to Proceed:** The Notice to Proceed shall be issued following the pre-construction conference within three (3) days of the execution of the Contract Agreement by the Owner. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the three (3) day period or within the period mutually agreed upon, the Contractor may terminate the Contract Agreement without further liability on the part of either party.

7. **Suspension of Work, Termination and Delay:**

- (a) If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen, materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of seven (7) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all products, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services such excess will be paid by the Contractor and/or his surety to the Owner. Such costs incurred by the Owner will be determined by the Owner and incorporated in a change order.

- (b) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due to the Contractor will not release the Contractor from compliance with the Contract Documents.
- (c) After ten (10) days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained.
8. **Assignments:** The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the Instrument of assignment shall contain a clause

substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

9. **Subcontracting:**

- (a) The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

If the Contractor desires to perform specialty work he shall submit a request to the Owner accompanied by evidence that the Contractor's own organization has successfully performed the work in question, is presently competent to perform the work, and the performance of the work by specialty subcontractors will result in materially increased costs or inordinate delays.

- (b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (c) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- (d) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

10. **Authority of the Owner:** The Owner will appoint a representative to act on its behalf during the construction period. The appointed representative shall decide questions which may arise, such as those pertaining to quality and acceptability of products furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The representative will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. He shall judge as to the accuracy of quantities submitted by the Contractor in partial payment estimates and the acceptability of the work which these quantities represent. The decisions of the owners representative shall be final and conclusive and binding upon all parties to the Contract.

11. **Separate Contracts:**

- (a) The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their products and the execution of their work, and the Contractor and other Contractors shall properly connect and coordinate their work with each other. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor the Contractor shall inspect and promptly report to the owners representative any defects in such work that render it unsuitable for such proper execution and results.
- (b) The Owner may perform additional work related to the project with its own forces. The Contractor will afford the Owner reasonable opportunity for the introduction and storage of products and the execution of work, and shall properly connect and coordinate his work with theirs.
- (c) If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others cost him an additional expense or time, he may be entitled to

additional moneys or an extension of the Contract Time. The Contractor may make a claim therefore as provided in "Changes in the Contract."

12. **Laws and Regulations:** All applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full herein. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall promptly report the same in writing to the Owner. He shall at all times observe and comply with all such existing and future laws, ordinance and regulations and shall protect and indemnify the Owner and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

Permits and licenses of a temporary nature, including building permits, necessary for the execution of the work shall be secured by Contractor. The City of Snellville will not charge any fees associated with any permits and licenses required by the City.

13. **Taxes:** The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed. The Owner will be responsible for any sales or use tax due on products furnished by the Owner to the Contractor to be incorporated into the work.

14. **Notice and Service Thereof:**

- (a) All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- (b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Owner in writing), or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- (c) All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Snellville, at the office of the City Manager, Matthew Pepper, Snellville, Georgia. Any notice to or demand upon the Owner shall be sufficiently given if delivered to the office of the City Manager or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Manager or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.
- (d) Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.
15. **Patents:** The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the owner and its officers, agents, and employees harmless from loss on account thereof, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such infringement unless he notifies the Owner prior to the bid date.
16. **Land and Rights of Way:** The Owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands

which are designated for the use of the Contractor. The Contractor shall confine his work and all associated activities to the easements and other areas designated for his use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements.

If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of Contract Time and/or an equitable increase in the Contract Price to cover his additional costs as a result thereof. His claim therefor shall be handled as provided for under "Changes in the Contract."

17. **Products, Services and Facilities:**

- (a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all products labor (including labor performed after regular working hours, on Sundays, or on legal holidays), equipment, tools, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the work.

It is further understood that the Contractor's proposed construction schedule is based on a normal 40 hour work week, less recognized holidays. If the Contractor desires to work in excess of this limit, he shall submit a written request to the Owner a minimum of three (3) days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours.

- (b) Products shall be so stored in accordance with the manufacturer's recommendations to ensure the preservation of their quality and fitness for the work. Stored products to be incorporated in the work shall be located so as to facilitate prompt inspection.
- (c) Manufactured products shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- (d) Products shall be furnished in accordance with shop drawings and/or samples submitted by the Contractor and approved by the Owner.
- (e) Products to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller.
- (f) The Contractor shall maintain a local office with telephone and fax. The contractor shall be required to have a responsible representative on call at all times. The Contractor will also be required to maintain a crew with necessary tools and equipment available on call after normal working hours, on weekends during inclement weather and other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under this Contract.

18. **Supervision of Work:** The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the project site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the Engineer without delay. He shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. His authority shall be such that all communication given to him shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel.

The Contractor shall, upon demand from the Owner, immediately remove any Superintendent, Foreman or workman whom the Owner may consider incompetent or undesirable.

19. **Interruption of Facility Operations:** The Contractor shall provide the Owner with at least five (5) days written notice prior to any interruption in the City of Snellville of any utility operations required by construction activity. The Notice shall include the date and time of the scheduled interruption; the length of time the interruption will be in effect; the procedures to be followed in effecting the interruption; a complete identification of all those processes, equipment and operations to be affected; and all other information the Owner may require. The Contractor shall provide any equipment, piping, auxiliary power or other means necessary to sustain facility operations or function for interruptions which have not been identified by the Specifications, or when interruptions must exceed the time allowed by the Specifications.

20. **Protection of Work, Property and Persons:**

- (a) The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- (b) The Contractor will comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them.
- (c) The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by him or any of his subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- (d) In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury or loss. He will give the Owner prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and shall request a change order covering the changes and deviations involved.
- (e) During unseasonable weather, the Contractor shall stop all work when so directed by the Owner. Completed work and stored products shall be suitably protected.

21. **Protection of the Environment:**

- (a) All measures required to minimize water pollution to affected waters shall be undertaken in the proposed work. To achieve this end, regard shall be given to the protection of the watershed natural cover, measures instituted to assure minimal siltation and bank erosion from the construction, and other measures taken to reduce water pollution to a minimum.
- (b) Any area used or involved in the project disturbed by the Contractor, shall be restored to present or better condition even though such area is outside the limits of that specified for grading, grassing or landscaping.
- (c) All chemicals used during project construction or furnished for project operation whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

- (d) The Contractor shall so schedule his work that he does not interrupt the operation of any existing facility except as specifically allowed by the provisions of section 19, above.

Bypasses of untreated or partially treated wastes will not be permitted unless the Contractor has obtained prior approval from the Owner and the Environmental Protection Division. The Owner shall be notified in writing of the date, time and duration of such bypasses at least two weeks in advance. The Contractor shall pay all fines that may be imposed on the Owner for the bypassing of wastewater without prior approval.

- (e) Necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Owner. Their use shall be strictly enforced.
- (f) Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery, and supplies, but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.
- (g) Indemnification from Environmental Claims. The Contractor shall indemnify and hold harmless the Owner from any claims for damages or penalties for environmental violations arising from the Contractor's work on the project. The Contractor shall defend and hold harmless the Owner from claims made by the Federal Environmental Protection Agency, the State Department of Natural Resources or Environmental Protection Division, and any owners of property or affected citizens for environmental damage allegedly caused by the contractor's performance of work on the project. This indemnity shall be in addition to other promises and indemnities contained herein. The Contractor covenants and agrees with the Owner that the work called for in the contract documents, including the General Conditions and project Specifications, do not call for the contractor to perform any work or use any materials which would violate applicable state and federal environmental law.

22. **Protection of Underground Utilities:** The Contractor shall protect from damage all existing improvements or utilities at or adjacent to the site of the work, the location of which is made known to him by the Owner or his agent, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of work, provided these facilities are located on the drawing or located by the Contractor in cooperation with the Owner of such facilities or implied and obvious from adjacent structures or known utilities. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the work performed and charge the cost thereof to the Contractor. All Contractor cost caused by construction started by others after the bid date, shall be subject to adjustment by change order as provided elsewhere.

23. **Schedules, Reports and Records:** The Contractor shall submit to the Owner progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed. Within three (3) days of the execution of the Contract by the Owner, the Contractor shall deliver to the Owner a construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various tasks required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the Progress Schedule.

The Contractor shall maintain on the project site throughout the Contract Time an up to date set of record drawings. Record Drawings shall depict the project as actually constructed; providing elevations, dimensions, angles, details, sections, etc., as required to locate all exposed or concealed features of the construction. Special attention shall be given to recording deviations from the Contract Drawings. The locations shall be referred to easily by identifiable, permanent landmarks or benchmarks, to allow future reproducibility of the measurements with a minimum of personnel and equipment.

24. **Drawings and Specifications:** The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as

though occurring in all. They are intended to define, describe and provide for all work necessary to complete the project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Owner, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities and prior to the Owner's correction shall be done at the Contractor's risk.

The Owner will furnish the Contractor three (3) copies of the Contract Drawings and the Specifications, one (1) copy of which the Contractor shall have available at all times on the job site.

25. **Shop Drawings:** The term shop drawings shall mean drawings, prints, descriptive literature, test reports, samples, calculations, schedules, material lists, information and items of similar meaning. The Contractor shall furnish all shop drawings for this Project within sixty days of the notice to proceed.
26. **Surveys:** The Contractor shall survey and establish all base lines for locating all the components of the work according to bench marks provided by the Owner. From this survey, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all details needed for construction including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations .

The Contractor shall carefully preserve bench marks. In case of willful or careless destruction of the bench marks, the Contractor shall be charged with the resulting expense to reestablish any bench mark.

27. **Testing, Inspection and Rejection of Work:**

- (a) **Testing of Materials:** Unless otherwise specifically provided for in the Specifications, the inspection and testing of products to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner and the cost of such inspection and testing shall be paid by the Contractor. The Contractor shall furnish evidence satisfactory to the Owner that the products have passed the required tests prior to their incorporation into the work. The Contractor shall promptly segregate and remove rejected products from the site of the work.
- (b) **Inspection:** The Contractor shall furnish the Owner with every reasonable facility for ascertaining whether or not the work performed and products used are in accordance with the requirements and intent of the Specifications and Contract Documents. No work shall be done or products used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or product shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to final acceptance.
- (c) **Authority and Duties of the Resident Inspector:** Resident Inspectors shall be authorized to inspect all work done and all products furnished, including preparation, fabrication and manufacture of the products to be used, but they shall not be authorized to alter or waive any requirements of the Drawings, Specifications or Contract Documents. The Resident Inspector may reject products or suspend the work until any question at issue can be referred to and decided by the Owner. The responsibility of the Contractor is not lessened by the presence of the Resident Inspector.
- (d) **Rejection of Work and Materials:** All products furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected products or work shall

be removed immediately. If rejected products or work is not removed within forty-eight (48) hours, the Owner shall have the right and authority to stop the work immediately and shall have the right to arrange for the removal of said rejected products or work at the cost and expense of the Contractor. All rejected products or work shall be replaced with other products or work which conform with the Drawings and Specifications.

- (e) **Contractor's Responsibility**: Inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract and defective work shall be made good regardless of whether such work has been previously inspected by the Owner and accepted or estimated for payment. The failure of the Owner to reject improper work shall not be considered a waiver of any defect which may be discovered later, or for work actually defective.

28. **Time for Completion and Liquidated Damages**: The Contract Time shall begin on a date specified in the Notice to Proceed issued by the Engineering Firm.

The Contractor will proceed with the work at a rate of progress which will insure completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the Contract Time, or extended Contract Time if authorized by change orders, then the Contractor will pay to the Owner the amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner.

- (a) To any preference, priority or allocation order duly issued by the Owner.
- (b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or acts of war, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.
- (c) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (a) and (b).

29. **Changes in the Contract**:

- (a) **Changes in the Work**: The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

Any change in unit prices which increases the contract price by more than \$50,000.00 must be approved by the Mayor and Council before a change order may take effect.

The Owner, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Owner unless the Contractor believes that such field order entitles him to a change in Contract Price or time or both, in which event he shall give the Owner written notice thereof within five (5) days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.



Should the Contractor encounter, or the Owner discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown on the Drawings or indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Drawings and Specifications, the attention of the Owner shall be called immediately to such conditions before they are disturbed. The Owner shall thereupon promptly investigate the conditions. If he finds that they do so materially differ, and upon written request of the Contractor, an equitable adjustment shall be authorized by Change Order.

The Owner may, when changes are minor or when changes would result in relatively small changes in the Contract Price or Contract Time, elect to postpone the issuance of a Change Order until such time that a single change order of substantial importance can be issued incorporating several changes. In such cases, the Owner shall indicate this intent in a written response to the Contractor's request for a change.

(b) **Changes in Contract Price:** The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.
- (2) The Owner shall fix the total lump sum value of the change in the work of the Contractor and shall set out the price which shall be added to or deducted from the Contract Price (which price shall include the Contractor's overhead and profit). On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.
- (3) By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner may direct a correct account of the cost of the change together with all vouchers therefor. The cost may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and Workmen's Compensation Insurance, pro rata charges for foremen, also Social Security, Old Age and Unemployment Insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools, incidental job burdens and general office expenses.

Figuring changes, instructions for measurement of quantities set forth the Specifications shall be followed. The Contractor shall, when required by the Owner, furnish to the Owner an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) **Changes in Contract Time:** The Contract Time may be changed only by a Change Order. Changes in the work described in section 29, part (a) and any other claim made by the Contractor for a change in the Contract Time (including those allowed under "Time for Completion and Liquidated Damages") shall be evaluated by the Owner and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

### 30. **Payments and Completion:**

(a) **Contract Price:** The Contract Price is the sum of the unit prices stated in the agreement for each item multiplied by the actual quantities installed of each item. The Contract Price is the total amount payable by the Owner to the Contractor for the performance of the work set forth in the Contract Documents.

(b) **Breakdown of Cost:** Before the first application for payment the Contractor shall submit to the Owner a breakdown of cost for the various portions of the work, including quantities if required by the Owner, aggregating the total Contract Price prepared in such form as specified or as the Owner and the Contractor may agree upon and supported by such data to substantiate its correctness as the Owner may reasonably require. This schedule, when approved by the Owner, shall be used only as a basis for the Contractor's application for payment.

(c) **Progress Payments:** At the end of each calendar month, the Contractor shall prepare an itemized application for payment supported by such other substantiating data as the Owner may reasonably require covering work completed during the month. The Contractor's Certificate for Payment shall be submitted to the Owner by the 5<sup>th</sup> of the month for consideration of payment for that month. The Contractor shall submit documentation of vendor payments for products and services, including all sub-contractors, used under this contract, lien releases and at least four photographs per day working.

The Contractor warrants and guarantees that title to all work and products covered by an Application for Payment, whether incorporated into the project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (except retention equal in percentage to that being retained by the Owner which may be withheld from suppliers and subcontractors to guarantee completion and performance).

(d) **Certificate for Payments:** If the Contractor has made application for payment as above, the Owner will approve the Certificate for Payment, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his itemized and specific reasons for withholding a Certificate as provided herein. The Contractor shall submit to the Owner a certificate for payment every month between the first and the fifth day of the month.

The Owner's representative has ten (10) days to approve the Certificate for Payment submitted by the contractor. The Owner shall pay to the Contractor the amount approved in the Certificate for Payment within thirty (30) days of receiving the approved form from the Owner's representative.

No certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

Each Certificate of Payment shall include any lien release from any manufacturer or subcontractor for work done or products purchase for the project.

(e) **Retention:** The Owner shall retain the 5% of the work completed totals and 5% for the stored materials from each properly certified pay request.

No form of collateral in lieu of cash will be acceptable as retainage.

Amounts retained by the Contractor from payments due to product suppliers and subcontractors (expressed as percentage) shall not exceed that being retained by the Owner.

(f) **Payments Withheld:** The Owner may decline to approve an Application for payment and may withhold his certificate in whole or in part as may be necessary to protect the Owner from loss because of:

- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
- (2) Unsatisfactory prosecution of the work by the Contractor.

When the above reasons for non-payment are corrected, then payment shall be made for amounts withheld because of such reasons, not later than the next payment.

- (g) **Failure of Payment:** If the Owner should fail to approve any Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, and if the Owner should fail to pay the Contractor within thirty (30) days after having received the Certificate for Payment, then the Contractor shall receive interest on the balance due with the interest being the legal annual rate of five percent (5%). In addition, the Contractor may elect, upon seven (7) days written notice to the Owner, to stop the work until payment, including interest has been received.

**Completion of the Work:** Upon receipt of written notice from the Contractor that the work is complete or substantially complete (except for items specifically listed by the Contractor as incomplete) and ready to be placed into service for the operating test period, the Engineer will, within a reasonable time, inspect the work. Prior to initiating the operating test, all work required by the Contract Documents, Contract Drawings, and Specifications must be completed or substantially complete before the operating test period is performed. This includes, but is not limited to the following:

- (1) Performing functional tests and providing manufacturer's required certification as required in Section 01027 "Testing" and what is defined in the Specifications for each item.
- (2) Furnishing completed Record Drawings.
- (3) Grassing and restoration of the work area.

If the Owner finds the work of the Contractor complete or substantially complete and acceptable in accordance with the provisions of the Contract Documents and the Record Drawings accurately depict the completed work, he shall recommend to the Owner that the operating test period begin.

The operating systems test period begins when the Owner finds the Contractor's work complete or substantially complete and runs for a period of thirty (30) days minimum. During this period, the Contractor shall complete all remaining items of work, make adjustments found to be necessary, and exercise all equipment and systems.

In the event that the final inspection reveals deficiencies in meeting the Contract requirements, the Contractor shall complete all remaining items of work, and make adjustments found to be necessary. Upon receipt of written notice from the Contractor that the work is complete and ready for re-inspection, the Owner will make a final inspection.

After final inspection the Contractor will be notified in writing by the Owner of the final acceptance of the work. The date of final acceptance shall be the termination date for the Contractor's liability for the physical properties of the facilities and the beginning of the guaranty period.

Before final payment can be made, the Contractor must certify in writing to the Owner that all payrolls, materials bills, and other indebtedness connected with the project have been paid.

Contractor shall not be entitled to final payment if there is disputed indebtedness or if there are liens upon the property.

Upon completion of all work if there is disputed indebtedness or there are liens upon the property, semifinal payment may, at the Owner's option, be made in accordance with the following provisions:

- (1) The Owner shall retain an amount equal to the disputed indebtedness and/or liens upon the property including all related cost and interest in connections with said disputed indebtedness and liens which the Owner may be compelled to pay upon and subsequent adjudication.
- (2) The Contractor shall certify to those items of work not disputed that all payable, materials bills and other indebtedness connected with the work have been paid or otherwise satisfied.

The making and acceptance of the final payment shall constitute a waiver of claims by the Owner other than those for faulty work covered by and appearing within the warranty period.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

31. **Guarantee:** The Contractor shall warrant and guarantee for a period of one (1) year from the date of final acceptance that the completed system or work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**END OF SECTION**