

# CITY OF STOCKBRIDGE



**ITB # 17ITB012417-DRR  
CLARK COMMUNITY PARK PLAYGROUND EQUIPMENT**

**ITB ISSUANCE DATE:  
JANUARY 30, 2017**

**PRE-BID CONFERENCE DATE:  
FEBRUARY 15, 2017 @ 10:00 A.M. EST**

**DUE DATE FOR QUESTIONS:  
FEBRUARY 17, 2017 @ 3:00 P.M. EST**

**ITB DUE DATE AND TIME:  
MARCH 7, 2017 @ 12:00 P.M. EST (NOON)**

**ALL INQUIRIES MUST BE DIRECTED TO:  
Donald R. Riley, CPPB, Procurement Specialist  
VIA E-MAIL AT: [DRILEY@CITYOFSTOCKBRIDGE-GA.GOV](mailto:DRILEY@CITYOFSTOCKBRIDGE-GA.GOV)**

**LOCATION: CITY OF STOCKBRIDGE FINANCE DEPARTMENT  
4640 NORTH HENRY BOULEVARD  
STOCKBRIDGE, GEORGIA 30281**

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## INFORMATION AND INSTRUCTIONS

- 1. Services Required:** This Invitation To Bid (“ITB”) for qualified Contractors (“Contractor” or “Contractors”) by the City of Stockbridge (“City”) is seeking a qualified Contractor to provide set-up and installation of Playground Equipment at Clark Community Park for Stockbridge, Georgia. A detailed Scope of Services (“SOS”) is set forth in this ITB.
- 2. Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Stockbridge Code of Ordinances. By submitting a Bid in reference to this solicitation, a Contractor acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this ITB by reference.
- 3. Minimum Qualifications:** Each Contractor and team member shall have the minimum experience set forth in this ITB.
- 4. Authority to Transact Business in Georgia:** Each Contractor must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its Bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 5. No Offer by City and Firm Offer by Contractor:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Contractor to form an agreement. This solicitation is only an invitation for offers from interested Contractors and no offer shall bind the City. A Contractor’s offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City’s Code of Ordinances and other applicable law.
- 6. Bid Duration:** Bids submitted in response to this ITB must be valid for a period of One Hundred and fifty (150) calendar days from the Bid Submission Deadline and must be marked as such.
- 7. Bid Submission Deadline:** Responses to this ITB must be received by the City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, no later than **12:00 P.M., Eastern Standard Time (EST) (NOON) on Tuesday, March 7, 2017.** Any Bid received after this time will not be considered and will be rejected and returned.
- 8. Non-Mandatory Pre-Bid Conference:** A Non-Mandatory Pre-Bid Conference has been scheduled for **Wednesday, February 15, 2017 at 10:00 A.M., E.S.T.** at the City of Stockbridge – Clark Park (Parking Lot) 111 Davis Road, Stockbridge, Georgia 30281. Attendance at the Pre-Bid Conference is voluntary for Contractors responding to this ITB; however, Contractors are encouraged to attend. During the Pre-Bid Conference, the general requirements of the project will be discussed. Any questions raised by potential Contractors will be discussed. Verbal answers to questions during the Pre-Bid Conference will not be authoritative. Each Contractor must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

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- 9. Solicitation Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to Donald R. Riley, CPPB, Procurement Specialist, City of Stockbridge Finance Department, 4640 North Henry Boulevard, Stockbridge, Georgia 30281, or emailed to [driley@cityofstockbridge-ga.gov](mailto:driley@cityofstockbridge-ga.gov), on or before **Friday, February 17, 2017 at 3:00 P.M. EST**. Questions received after the designated period may not be considered. Responses made by the City will be provided in writing to all Contractors by addendum. Verbal responses are not authoritative. It is the responsibility of each Contractor to obtain a copy of any Addendum issued for this solicitation by monitoring the City's website at [www.cityofstockbridgega.com](http://www.cityofstockbridgega.com). No Contractor may rely on any verbal response to any question submitted concerning this ITB. All Contractors and representatives of Contractors are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this ITB. All communications by any Contractor concerning this ITB must be made to the City of Stockbridge Finance Department.
- 10. Ownership of Bids:** Each Bid submitted to the City will become the property of the City, without compensation to a Contractor, for the City's use, in its discretion. The City shall not be liable for any Bid preparation costs incurred by Contractors.
- 11. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."
- 12. Insurance Requirements:** The Insurance requirements for any Agreement that may be awarded pursuant to this ITB are set forth in Section 9: Insurance. Contractor must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Contractor, if any. For purposes of this section, "Contractor" shall mean an individual, corporation or other corporate entity submitting a Bid in connection with this solicitation, including each joint venture partner if Contractor is a joint venture.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Contractor and its consideration of such information in determining whether a Contractor is responsive and responsible may involve a review of several items of information required to be included in a Bid. The City will review the Financial Information disclosed by Contractor and attached to this ITB. Further, if this ITB requires a successful Contractor that is awarded an Agreement pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Contractor must submit with its Bid a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Contractor if an Agreement is awarded to it Contractor.
- 14. Sub-Contractors and Manufacturers:** Contractors are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed Sub-Contractors. City reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

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## 15. Examination of Bid Documents:

- 15.1. Each Contractor is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Contractor, who is deemed to have included all costs for performance of the Services in its Bid;
- 15.2. Each Contractor shall promptly notify City in writing should the Contractor find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Contractors;
- 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time;
- 15.4. Each Contractor must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum; and
- 15.5. The City may waive any technicalities and formalities. The City reserves the right to cancel the ITB in its entirety.

**16. Award and Execution of Agreement:** If the City awards an Agreement pursuant to this solicitation, the City will prepare and forward to the successful Contractor an Agreement for execution. All Contractors should thoroughly review the document prior to submitting a Bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the Contractors response to the Request for Bids. Since proposed revisions may result in a Bid being rejected if the revisions are unacceptable to the City, Contractor should review any proposed revisions with an Authorized Representative having authority to execute the Contract. Upon approval of the successful Contractor by the City of Stockbridge City Council, the City will provide the Contractor with five (5) unsigned agreements. The Contractor shall execute and return to the City five (5) signed agreements, with required insurance certificates and other documents as listed in this ITB or required by the City, within ten (10) calendar days of receipt of the contracts.

**17. Multiple Awards:** The City reserves, in its sole discretion, the option to award to multiple Contractors. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or to components of the SOS.

**18. Illegal Immigration Reform and Enforcement Act:** This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Contractor must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Bid at the time of submission. Under state law, the City cannot consider any Bid which does not include the completed forms. Where the business structure of a Contractor is such that Contractor is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Contractor must complete

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the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Contractor itself. Where the business structure of a Contractor does not require it to obtain an EIN, each entity comprising Contractor must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Contractors intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this ITB.

- 19. Business License:** Contractor is requested to submit a copy of its current, valid business license with its Bid. If the Contractor is a Georgia corporation, Contractor is requested to submit a valid county or city business license. If Contractor is a joint venture, Contractor is requested to submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
- 20. Professional License:** Contractor must attach a copy any professional license required by this ITB with its response.
- 21. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this ITB.
- 22. Conflict of Interest:** Contractors are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The City reserves the right to issue ITBs for specific projects that are independent of ITB #17ITB012417-DRR, Clarke Park Playground Equipment for Stockbridge, Georgia. Except as stated in this ITB, Information and Instructions to Contractors, and the Notice to Contractors concerning Conflicts of Interests, successful Contractors under this ITB are not precluded from responding to such solicitations.
- 23. Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales Tax with regard to goods and services purchased directly by the City of Stockbridge. Exemption certificates are furnished upon request.
- 24. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Respondent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

**SUBMITTAL CHECKLIST**

**ITB #17ITB012417-DRR, CLARKE PARK PLAYGROUND EQUIPMENT  
SUBMITTAL CHECKLIST**

1. Use the submittal checklist to verify that all required information is included in your bid;
2. It is the sole responsibility of each Contractor to ensure that their bid is inclusive of all submittals outlined below or elsewhere in this ITB;
3. **Failure to submit any of the items below may cause rejection of the bid;**
4. The bid documents must be submitted as follows: one (1) Original Bid marked "Original" and five (5) identical copies including all required attachments; and labeled with the Name and Number of the Bid document;
5. The City assumes no liability for the differences in the information contained in the Contractor(s) printed bid submission. In the event of any discrepancy, the City will rely upon the information in the printed "Original" bid submission; and
6. The City shall not consider any bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
1. ADDENDA (IF APPLICABLE)	_____
2. SUBMITTAL CHECKLIST (THIS FORM)	_____
3. BID (1 ORIGINAL & 5 HARD COPIES)	_____
4. COST BID (ATTACHMENT 2) (SEPARATE SEALED ENVELOPE)	_____
5. REQUIRED FORM SUBMITTALS (APPENDIX C)	_____
FORM 1: NON-COLLUSION BIDDING CERTIFICATE	_____
FORM 2: NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR	_____
FORM 3: CERTIFICATE REGARDING DEBARMENT, SUSPENSION	_____
FORM 4: INELIGIBILITY CERTIFICATE	_____
FORM 5: CERTIFICATE OF A DRUG FREE WORKPLACE	_____
FORM 6: CONFLICT OF INTEREST & PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION	_____
FORM 7: AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT APPLICATION	_____
FORM 8: CERTIFICATION REGARDING LOBBYING	_____
FORM 9: BID SUBMITTAL LETTER	_____
FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT/AGREEMENT	_____
FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT	_____
FORM 12: REFERENCE AND RELEASE FORM	_____
FORM 13: SEALED BID LABEL	_____
6. BUSINESS LICENSE	_____
7. W-9 FORM	_____
7. ACKNOWLEDGEMENT OF INSURANCE CERTIFICATE	_____

Printed Name	Title	Date
Signature	Firm Name	
Phone Number	Email Address	

## INTRODUCTION

### ITB #17ITB012417-DRR CLARK COMMUNITY PARK PLAYGROUND EQUIPMENT FOR THE CITY OF STOCKBRIDGE, GEORGIA

The City Council of Stockbridge, Georgia (City) requests qualified Contractors with proven track record in the purchase of, set-up and installation of Playground Equipment to submit Bids for ITB #17ITB012417-DRR, Clark Park Playground Equipment for Stockbridge City, Georgia. The City is seeking a qualified Contractors to provide the purchase of, set-up and installation of American Disabilities Act (ADA) playground equipment at Clark Community Park which is located at 111 Davis Road, Stockbridge, Georgia 30281.

#### 1. INTRODUCTION

##### 1.1 INTENT TO AWARD

The City intends to award to the overall lowest, responsive, and responsible Bidder; however, the City reserves the right to make multiple awards, awards based on lowest unit price, or no award.

1.1.1 Responsibility – The determination of the Bidder’s responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:

- 1.1.1.1 Has the appropriate and adequate technical experience required;
- 1.1.1.2 Has adequate personnel and equipment to perform the work expeditiously;
- 1.1.1.3 Able to comply with the required or proposed delivery and installation schedule;
- 1.1.1.4 Has a satisfactory record of performance;
- 1.1.1.5 The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- 1.1.1.6 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that he/she is properly qualified to carry out the obligations of any Contract that is made from this award;
- 1.1.1.7 Has adequate financial means to meet obligations incidental to the work; and
- 1.1.1.8 Such other factors as the City deem to be pertinent to either the bid or the contract.

1.1.2 Responsiveness – The determination of the Bidder’s responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternative bids for any item unless specifically requested in this solicitation.

## 1.2 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.2.1 The Bidder must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this ITB. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Bidder is not responsible.
- 1.2.2 All proposed Sub-Consultants and Sub-Contractors must be listed in the Bidders response. Bidder must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the Specifications. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.
- 1.2.3 The Bidder must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this ITB. The lack of a valid license from the Bidder or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Bidder, and the removal of any unlicensed entity from the project. In the event Bidder, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Bidder's agreement effective as of the date on which the license or certification is no longer in effect.
- 1.2.4 All Sub-Consultants and Sub-Contractors must be approved by the City prior to performing. Consultant must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Bidder's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant this ITB without the written consent of the City. Failure of the Bidder to obtain from the City prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Bidder.

## 2. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The City is seeking a qualified Contractors to provide the purchase of, set-up and installation of American Disabilities Act (ADA) playground equipment at Clark Community Park which is located at 111 Davis Road, Stockbridge, Georgia 30281 as specified in this ITB and Attachment 1, Scope of Work (SOW), attached hereto and incorporated herein by

reference.

### 3. MINIMUM REQUIREMENTS

Contractor shall satisfactorily demonstrate significant experience in purchase of, set-up and installation of ADA playground equipment. The Contractor must demonstrate the ability to meet the following minimum criteria to be considered responsive to the ITB:

3.1. The Contractor must have been in the playground equipment industry for at least ten (10) years; and

3.2. The Contractor must have a current or held a CPSI (Certified Playground Safety Inspector), for the last three (3) year certificate period. A copy of the certificate shall be submitted with the bid.

### 4. SITE EXAMINATION

The Site examination will be conducted on February 15, 2017 at 10:00 A.M., local prevailing. Contractors are encouraged to attend; however, attendance is optional to the non-mandatory site visit at 111 Davis Road, Stockbridge, Georgia 30281.

#### **PRE-BID CONFERENCE (NON MANDATORY)**

Date: **FEBRUARY 15, 2017**  
Time: **10:00 A.M. EST**  
Location: Clark Community Park  
111 Davis Road  
Stockbridge, Georgia 30281

Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed; however, will be responded to in the form of an addendum with the City's official response.

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the City's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the City's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these quote specifications and to discuss issues from the Respondents perspective. However, no verbal response provided at the Pre-Bid Conference binds the City. Only those responses to written questions that are responded to by the City in written communications will be official.

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**APPENDIX A: W-9**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**APPENDIX B:  
INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is The City of Stockbridge Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by The City of Stockbridge Government. Respondents shall submit with the Bid evidence of insurability satisfactory to The City of Stockbridge Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to The City of Stockbridge Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of The City of Stockbridge Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer’s Liability Insurance BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance BY DISEASE	EACH EMPLOYEE	\$100,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits**                      Each Occurrence                      \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. UMBRELLA LIABILITY**                      Each Occurrence                      \$1,000,000  
(In excess of above noted coverages)

**5. PROFESSIONAL LIABILITY**                      Per Claim/Aggregate                      \$1,000,000/\$1,000,000  
\*\*Extended Reporting Period 3-5 Years\*\*

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to The City of Stockbridge Government. Policies and Certificates of Insurance are to list The City of Stockbridge Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If The City of Stockbridge Government shall so request, the Respondent, Contractor must furnish the City for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

City of Stockbridge Government – Finance Department  
Purchasing Division  
4640 N. Henry Boulevard  
Stockbridge, Georgia 30281

Certificates **must** list Project Name (where applicable).

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**Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**USE OF PREMISES**

Contractor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of The City of Stockbridge Government and shall not unreasonably encumber the premises with its materials.

**PROTECTION OF PROPERTY**

Contractor will adequately protect its own work from damage, will protect The City of Stockbridge Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, The City of Stockbridge Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor hereby agrees to release, indemnify, defend and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, Sub-Contractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor further agrees to protect, defend, indemnify and hold harmless Stockbridge City, its Commissioners, officers, employees, Sub-Contractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

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CONTRACTOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## APPENDIX C: REQUIRED SUBMITTALS

### IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the City of Stockbridge Finance Department – Purchasing Division.

### REQUIRED CERTIFICATIONS/ATTACHMENTS

To be deemed responsive to this ITB, Proposers must provide the information requested and, where applicable, complete in detail all Bid Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Bid Forms. As appropriate, Proposers shall reproduce each Bid Form and complete the appropriate portions of the forms provided in this section.

Form 1: Non-Collusion Bidding Certificate;

Form 2: Non-Collusion Affidavit of Sub-Contractor;

Form 3: Certificate Regarding Debarment, Suspension, and Other Responsibility Matters; Primary Covered Transactions;

Form 4: Ineligibility Certificate;

Form 5: Certification of a Drug-Free Workplace;

Form 6: Conflict of Interest & Prohibition Against Contingent Fees Certification;

Form 7: Affidavit Verifying Status for City Public Benefit Application

Form 8: Certification Regarding Lobbying;

Form 9: Bid Submittal Letter;

Form 10: Georgia Security and Immigration Contractor Affidavit/Agreement;

Form 11: Georgia Security and Immigration Sub-Contractor Affidavit;

Form 12: Reference and Release Form

Form 13: Sealed Bid Label

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**FORM 1**

**NON-COLLUSION BIDDING CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

By submission of this certificate, each Proposer and each person signing on behalf of any Proposer certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The cost or prices to be negotiated shall have been arrived at independently without collusion, consultation, communication or agreement, for any purpose of restricting competition as to any matter relating to such costs or prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the cost or prices to be negotiated have not been knowingly disclosed by the firm prior to the opening of price negotiations, directly or indirectly to any other Proposer or to any competitor; and,
3. No attempt has been made or will be made by the Proposer to induce any person, partnership or corporation to submit or not submit a Statement of Qualifications for the purpose of restricting competition.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 2**

**NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR**

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

(1) He/She is \_\_\_\_\_ (owner, partner officer, representative, or agent) of \_\_\_\_\_, the sub-contractor that has submitted the attached ITB;

(2) He is fully informed respecting the preparation and contents of the attached ITB and of all pertinent circumstances respecting such ITB;

(3) Such ITB is genuine and is not a collusive or sham ITB;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached ITB or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Stockbridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached ITB are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

\_\_\_\_\_  
(Signed)

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

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

**FORM 3**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; PRIMARY COVERED TRANSACTIONS**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

The Proposer, \_\_\_\_\_, certifies to the best of its knowledge and that it and its principals: \_\_\_\_\_ belief,

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Bid 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 U.S.C. Sections 3801 Et Seq., are applicable thereto.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

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**FORM 4**

**INELIGIBILITY CERTIFICATE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and it is also whose address is \_\_\_\_\_, certifies that the Contractor, nor any of its Sub-Contractors to be used in performing this Contract, are listed on the list of Ineligible Contractors maintained by the Comptroller General of the United States.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 5**

**CERTIFICATION OF DRUG-FREE WORKPLACE**

This Form Must Be Signed and Return with Bid or Bid will be deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of \_\_\_\_\_, and it is also whose address is \_\_\_\_\_, certifies that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied in full; and
2. A drug-free workplace will be provided for the consultant's employees during the performance of the Contract; and
3. Each Sub-Contractor hired by the consultant shall be required to ensure that the Sub-Contractor's employees are provided a drug-free workplace. The Consultant shall secure from that Sub-Contractor the following written certification: "As part of the Sub-Contracting agreement with the Consultant, certifies to the Consultant that a drug-free workplace will be provided for the Sub-Contractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned 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.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

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**FORM 6**

**CITY OF STOCKBRIDGE CONFLICT OF INTEREST AND PROHIBITION AGAINST  
CONTINGENT FEES CERTIFICATION**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

I hereby certify that I am a principal and duly authorized agent of  
\_\_\_\_\_, and, it is also whose address is  
\_\_\_\_\_, certifies that to the best  
of its knowledge there are no circumstances which shall cause a Conflict of Interest in  
performing services for City of Stockbridge.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Name/Title of Authorized Agent

\_\_\_\_\_  
Date

**FORM 7**

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for the City of Stockbridge, Georgia Business License or Occupational Tax Certificate, Alcohol License, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Stockbridge license/permit and/or contract for:

\_\_\_\_\_  
Name of Applicant

1) \_\_\_\_\_ I am a United States citizen

**OR**

2) \_\_\_\_\_ 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 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand 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 O.C.G.A. Code Section 16-10-20.

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

Date:

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

\*Alien Registration number for non-citizens:  
\_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT.**

Subscribed and Sworn Before Me on this the \_\_\_\_\_ Day of \_\_\_\_\_, 2017.

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

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

\*Note: O.C.G.A. Section 50-36-1 (e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., 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 below:

**FORM 8**

**CERTIFICATION REGARDING LOBBYING**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Local, State or Federal agency, in connection with the awarding of any contract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. The undersigned shall require that the language of this certification be included in the award documentations for sub-awards at all tiers (including Sub-Contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of 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 31, U.S.C 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such expenditure or failure.]

The \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each Contractor, \_\_\_\_\_ statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Agent: \_\_\_\_\_

Name and Title of Contractor Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Firm or Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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**FORM 9**

**BID SUBMITTAL LETTER**

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

The undersigned, \_\_\_\_\_, hereby submits its bid Bid to furnish all labor, materials, equipment, delivered by the undersigned, to the City of Stockbridge, Georgia.

The undersigned acknowledges and agrees that the Bid submitted by the undersigned shall be binding upon the undersigned and that if City of Stockbridge, Georgia, awards the Contract to the undersigned, the Bid made by the undersigned and delivered to City of Stockbridge, Georgia herewith, together with such award, will constitute a legal, valid and binding Contract between the undersigned and City of Stockbridge, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, Solicitation instructions and Conditions, the Contract Provisions and the Contractor's Cost Bid, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bid Submittal Letter this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Sworn to and subscribed before me the \_\_\_\_\_ day  
of \_\_\_\_\_, 2017.

Notary Public

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

\_\_\_\_\_  
Date

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**STATE OF GEORGIA**

**CITY OF STOCKBRIDGE**

**FORM 10: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor 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<sup>1</sup> under a contract with **[insert name of prime contractor]** on behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services to this contract with **The City of Stockbridge Government**, contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Sub-Contractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **The City of Stockbridge Government** at the time the Sub-Contractor(s) is retained to perform such service.

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

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

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

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

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

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

County: \_\_\_\_\_

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

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of 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].

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STATE OF GEORGIA

CITY OF STOCKBRIDGE

**FORM 11: GEORGIA SECURITY AND IMMIGRATION SUB-CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned Sub-Contractor 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<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **The City of Stockbridge Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Sub-Contractor Name)

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

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

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

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

County: \_\_\_\_\_

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

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Stockbridge City) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>[Any of the electronic verification of 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].

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**FORM 12**

**REFERENCE AND RELEASE FORM**

List at least five (5) references for the Prime Contractor and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Contractor's experience and ability to perform the type of services listed in the ITB.

CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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CONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PROJECT TITLE & PROJECT NUMBER: \_\_\_\_\_  
PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE OF WORK: \_\_\_\_\_ %

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FORM 13

**SEALED BID LABEL**

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**

**SEALED BID ENCLOSED**

DELIVER TO:

City of Stockbridge  
Finance Department – Purchasing Division  
Attn: Donald R. Riley, CPPB – Procurement Specialist  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

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**DATE: March 7, 2017**

**RFP MUST BE RECEIVED BEFORE 12:00 NOON**

**COMPANY NAME:** \_\_\_\_\_

**RFP # 17ITB012417-DRR,  
CLARK COMMUNITY PARK PLAYGROUND EQUIPMENT**

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## **ATTACHMENT 1 SCOPE OF SERVICES**

### **1. GENERAL**

Reference is made to the Information and Instructions to Bidders and Introduction, and incorporated herein.

The Scope of Services (SOS) contained in this ITB includes, but may not be limited to, a broad array of services that may be performed over a period of time in order to meet the City's initiatives. The City will determine the services to be performed. Nothing in this ITB constitutes an assurance that a particular item of work will be performed by the successful Consultant. The City reserves the right to request all, some or any combination of services identified in this Scope of Services. When the City desires any Services contemplated under this Scope of Services, the City will contact the successful Consultant and authorize such Services. It is understood and agreed to by the Contractor that Services performed under the Scope of Services of this ITB shall include, but not be limited to, the Services described below and as desired by the City.

Playground Installation Specifications and Scope of Work Project Name and Location:

Clark Community Park 111 Davis Road, Stockbridge, Georgia 30281.

Scope of Work:

The project consist of supplying and installing playground equipment, poured-in-place safety surfacing on a crushed stone base, perimeter curbing, a 20' concrete sidewalk on a crushed stone base, and two (2) ADA compliant curb ramps. This will be a turn-key project with the contractor supplying all labor, tools, equipment, and materials to complete the project according to the specifications and drawings. Schedule Project must be completed by March 25th, 2016 General Requirements

1. Playground Installations: All playground surfacing and/or equipment installations shall be performed by a State of Georgia licensed General Contractors in compliance with the (CPSC) U.S. Consumer Products Safety Commission Guidelines, (ADA) U.S. Americans With Disabilities Act, (ASTM-F1487) American Society for Testing and Materials Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, the (NRPA) National Recreation and Parks Association, all conditions, rules, documents and guidelines as set forth by the City of Stockbridge and all other governing bodies having jurisdiction for the location of the project. (No Exceptions)
2. The contractor shall have a current or held a CPSI (Certified Playground Safety

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Inspector), for the last three (3) year certificate period. A copy of the certificate shall be submitted with the bid.

3. When the Contractor substitutes any item, material or design change as an “equal” to the original specified installation, it shall be the responsibility of the successful Contractor to supply any necessary documentation, test, lab reports and findings, or any other documents or information as may be required by Collierville Schools, to the designated representative for acceptance as “equal to” the specifications as described herein. Failure to comply in a timely manner shall constitute bid disqualification or “Breach of Contract”.
4. The contractor shall be responsible for a complete turnkey project ready for use as described here and on the supplied drawing(s) and as stated above, “Playground Re- Surfacing”. The contractor is responsible to maintain a clean, safe working environment on the public property. The contractor is responsible for pick-up and delivery, on site storage of all equipment, final clean-up and repair to any site damage as a result of the completed project.
5. All work shall be performed coordinated thru the City Manager or his designee in a manner that does not interfere or interrupt the day to day operations of the park.
6. All materials and/or equipment shall be installed in strict accordance with the manufacturer’s specifications. The contractor is responsible for communicating with the playground equipment and materials representative prior to installation to ensure proper installation procedure and maintain all safety regulation compliance for the completed project as described herein and on supplied drawing(s).
7. The contractor must have a list with contact information, minimum of ten (10) years’ experience and references from the last ten (10) years to be submitted with the bid with contact information.
8. The installing contractor shall be certified by playground equipment and/or surfacing manufacturer to install the equipment specified. Playground Location
9. Warranty – Standard warranty shall be five (5) years from the installation date.
  - 9.1. Base is to be 90% compacted and four (4”) inches of compacted stone.
  - 9.2. Poured In Place Surface: Components of the poured in place surfacing shall be mixed on-site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with

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manufacturer's recommendations. Material shall cover all foundations and fill around all elements penetrating the surface.

- 9.3. Cushion Layer: Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2000 square feet. When a second pour is required, step the seam and fully coat the step of the previous work with polyurethane binder to ensure 100 percent (100%) bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
- 9.4. Wear Course: Wear Course must either be high quality peroxide cured EPDM. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the Cushion Layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to 2000 square feet per day. Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with the Owner's written approval seams may be permitted in same color pad.
- 9.5. Clean Up: Installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.
- 9.6. Surfacing shall be installed at the sidewalk in a manner providing a smooth transition between the sidewalk and playground.

## PLAYGROUND EQUIPMENT AND SAFETY SURFACING PART 1 GENERAL

### 1.1 SUMMARY

This section consists of a general description of required playground equipment, poured-in-place safety surface, and the installation of said equipment. Contractor shall be responsible for site installation of these

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items and for furnishing and installing footings, anchors, fasteners, touch-up, repair and other accessory items as required.

## 1.2 REFERENCE STANDARDS

1.2.1. Safety Standards & Guidelines: All public playground equipment supplied shall meet all applicable provisions of the following:

1.2.1.1. "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC);

1.2.1.2. ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM);

1.2.1.3. ASTM F1292, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment;

1.2.1.4. ASTM F2223, Standard Guide for ASTM Standards on Playground Surfacing;

1.2.1.5. ASTM F2479, Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing;

1.2.1.6. ASTM F1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment;

1.2.1.7. ASTM F2049, Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas; and

1.2.1.8. Americans With Disabilities Act.

1.2.2. Quality Certification: All public playground equipment supplied shall be certified to ISO 9001 and IPEMA standards.

## 1.3 SUBMITTALS

1.3.1. Submit Manufacturers' Catalog Data;

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- 1.3.2. Submit shop drawings indicating structure and equipment layout; footing quantity, size, design, and location;
  - 1.3.3. Submit shop drawings depicting equipment locations as proposed on plan that indicates safety zones as recommended by equipment manufacturer and complying with recommendations as stated in above referenced industry standard documents;
  - 1.3.4. Submit Shop Drawings for installation where additional details are necessary for proper installation or as requested by owner's representative;
  - 1.3.5. Provide certification, after installation and substantial completion, by the playground installer, certifying that the equipment has been installed per the manufacturer's recommendations and instructions, and meets or exceeds all necessary safety requirements as stated in above referenced industry standard documents;
  - 1.3.6. Submit product information and samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Owner's Representative selection;and
  - 1.3.7. Submit proof of surface installer training in writing a minimum of one (1) week prior to installation.

#### 1.4 QUALIFICATIONS

- 1.4.1. Equipment Installer Qualifications: An experienced and certified installer who has completed work with similar equipment, materials, and design, and to the extent similar with this project and whose work has resulted in construction with a record of successful in-service performance. Contractor to provide a list of all subcontractors and their appropriate qualification. Installer shall follow manufacturer's instructions and installation documentation for all equipment.
- 1.4.2. Surface Installer Qualifications: Company specializing in outdoor resilient surfaces in the USA for at least ten (10) years. The applicator shall be approved and trained, with a minimum of three years' documented experience. Conditions of all surface substrates with respect to structural performance shall be evaluated and approved by the surface installer prior to application of surface system.

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## 1.5 DELIVERY AND STORAGE

- 1.5.1. Deliver and store products in original, unopened containers with labels intact when not being installed and protect during construction operations to prevent damage, theft, or vandalism;
- 1.5.2. Inspect parts within forty-eight (48) hours of delivery, compare with manufacturers bill of material, and report any missing or non-conforming parts to manufacturer;
- 1.5.3. All surface materials shall be protected from weather and binders shall be stored in temperatures no lower than 40° F; and
- 1.5.4. All touch up, cleaning, repair or replacement shall be at contractor's expense.

## 1.6 WARRANTY

- 1.6.1. Minimum lifetime warranty on all deck posts, steel deck posts, and fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship;
- 1.6.2. Minimum fifteen (15) year warranty on support materials and decks against structural failure caused by corrosion, defective materials, or defective workmanship;
- 1.6.3. Minimum ten (10) year warranty on all steel components including railings, loops, and rungs against structural failure caused by defective materials or defective workmanship;
- 1.6.4. Minimum one (1) year warranty on all products not listed above against structural failure caused by defective materials or defective workmanship; and
- 1.6.5. Minimum five (5) year warranty on safety surfacing against structural failure caused by defective materials or defective workmanship.

## 1.7 MINIMAL WEATHER CONDITIONS

- 1.7..1. At the time of surface material application, ambient air temperature shall be no less than 40 °F and rising and remain so for at least seventy-two (72) hours after completion; and
- 1.7..2. All surface materials shall be protected from weather and other

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damage prior to application, during application and while curing.

## PART 2 PRODUCTS

### 2.1 GENERAL

- 2.1.1. All material components of the poured-in-place surface system shall be obtained from the same source;
- 2.1.2. All play equipment, posts, ladders, decks, rails, etc. shall be constructed of fully-welded tubular galvanized steel with manufacturer's coatings, factory applied;
- 2.1.3. Fasteners shall be stainless steel; and
- 2.1.4. All play equipment roof structures and other selected equipment shall be integrally colored, prefinished PVC, polymer, or other molded plastics.

### 2.2 ACCEPTABLE MANUFACTURERS AND EQUIPMENT.

- 2.2.1. Refer to conceptual playground equipment layout drawing.
- 2.2.2. Major playground equipment manufacturers meeting the requirements of this specification will be considered. All equipment suppliers and installers must meet or exceed the qualifications outlined within this section and must demonstrate that proposed equipment is equal or equivalent to conceptual design equipment; and
- 2.2.3. Major playground safety surface manufacturers meeting the requirements of this specification will be considered.

### 2.3 MATERIALS

- 2.3.1. Poured-in-Place Primer: Single component moisture cured polyurethane primer;
- 2.3.2. Poured-in-Place Binder: An elastic polyurethane pre-polymer with minimal odor, excellent weathering and binding characteristics. Binder shall be 100% MDI based and contain 0% TDI monomers. NOTE: TDI is listed as a carcinogen with OSHA and the IARC. Special handling is required with more than .1 % TDI; and

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2.3.3. Poured-in-Place black base: Shall be recycled SBR rubber:

- 2.3.3.1. Ground at ambient temperature;
- 2.3.3.2. Ground into 3/ 8" shredded strands and contain less than 4% dust; and
- 2.3.3.3. Transported in suitable bags to protect from moisture.

2.3.4. Poured-in-Place EPDM rubber top course: Shall be UV stable.

- 2.3.4.1. Colors- Colors to be determined by owner from manufacturer's standard color catalog.
- 2.3.4.2. Typical size: 1-3mm; and
- 2.3.4.3. Include and provide aliphatic binder for all colors susceptible to fading according to manufacturer's guidelines.

2.3.5. Poured-in-Place System shall:

- 2.3.5.1. Have been tested for shock attenuation under ASTM F 1292 G-Max and HIC;
- 2.3.5.2. Be non-slip and porous; and
- 2.3.5.3. Have Class B fire rating.
- 2.3.5.4. Have the following minimum technical specifications:
  - 1. Thermal resistance:  $r=2.32$  (astrn c 518-76);
  - 2. Thermal conductivity:  $k=0.75$  (astrn d 257);
  - 3. Compression endurance: no deterioration (10,000 cycles w /10 ton load);
  - 4. Flame spread/ federal spec. LII-t-43, type ii, smoke density: class i pass; and
  - 5. Flammability: greatest radius: 1" (25mm) (est london, 90609 /1) classified: best category of flammability.

## PART 3 Execution

### 3.1 INSPECTION

- 3.1.1. Abrasion resistance: 0.3812g loss (astm d 1044);
- 3.1.2. Spike resistance: according to otto graff institute/ Stuttgart approved for 1/ 4" spike (din 18035);
- 3.1.3. Flexibility factor: 0-1 (astm f 147);
- 3.1.4. Durability: wear index (g/1000(est london, 90609 /1) revolutions)

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- unaged: 1.64 air aged: 2.40;
  - 3.1.5. Water permeability: 1.7ltr./sec.fsq. Meter (din 18035, part g) (0.4 gal.fsec.fsq/ yd.);
  - 3.1.6. Thermal stability range: -50°C to +100°C (-58°F to 212°F);
  - 3.1.7. Freeze/ thaw: no change (-50°C (-58°F), 40 cycles);
  - 3.1.8. Slip resistance: 65-70 units/ approved (est london, 90609 /1); and
  - 3.1.9. Tensile, psi: 200 psi (top surface)(astm d 412).
- 3.9.1.1. Prior to application of the poured-in-place surface system, installer shall evaluate the substrate's structural performance and notify Owner's Representative of all discrepancies. Work shall not proceed until unsatisfactory conditions are corrected.
  - 3.9.1.2. Prior to equipment installation, installer shall examine the substrates and conditions under which all equipment is to be installed and notify the owner's representative in writing of conditions detrimental to the proper, complete, and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION

- 3.2.1. Verify sub base drainage prior to installation with Owner's Representative. Base material shall drain properly.
- 3.2.2. Poured-in-place surface system installation:
  - 3.2.2.1. Primer: Where necessary, shall be applied at a rate of 300 sq. ft. per gallon to the substrate or geotextile fabric on the substrate using a short nap roller;
  - 3.2.2.2. Base Mat:
  - 3.2.2.3. Urethane to rubber ratio of 13.64% (12/88), which equals a mix of 12% urethane and 88% rubber, by weight, to achieve maximum resilience.
  - 3.2.2.4. Using trowel, SBR/binder mix shall be spread in a consistent density to specified thickness at a rate of thirty-one (31) lbs. and thirteen (13) oz. total weight per cubic foot to the specified depth.
  - 3.2.2.5. SBR/binder mix shall be allowed to cure (necessary time varies based on temperature and humidity).
  - 3.2.2.6. Primer: Where necessary, shall be applied at a

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rate of three hundred 300 sq. ft. per gallon to the base mat using a short nap roller.

- 3.2.2.7. Top Course:
- 3.2.2.8. Urethane to rubber ratio of 21.95% (18/82), which equals a mix of 18% urethane and 82% rubber, by weight, to achieve maximum wearability and resilience.
- 3.2.2.9. Using trowel, EPDM/binder mix shall be spread in a consistent density to specified thickness at a rate of 2.44 lbs. per square foot, which yields a nominal thickness of 1/2".
- 3.2.2.10. EPDM/binder mix shall be allowed to cure (necessary time varies based on temperature and humidity).

### 3.2.3. Play Equipment Installation:

- 3.2.3.1. Assemble all equipment that requires pre-assembly before installation begins.
- 3.2.3.2. Install equipment at the locations agreed upon. Install level, plumb, secure and in accordance with manufacturer's recommendations, directions, and detail drawings. Cooperate with other trades. Repair and replace damaged units as directed by the owner's representative.
- 3.2.3.3. Protect installed equipment from damage, blemishes, or indication of use until completion and acceptance of the project.

**BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

**ATTACHMENT 2  
BID PRICING**

The successful Contractor is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Bid Pricing Form.

Item #	Product Description	Manufacturer Name	Quantity	Part No.	Price
1	Unity Slide Climber		1	ZZXX0346	\$ _____
2	Cruise Line		1	ZZXX0355	\$ _____
3	Triumph Climber – Small		1	ZZXX0413	\$ _____
4	14' Shade Hypar		2	ZZXX0810	\$ _____
5	NEOS 360 – ADA Version		1	ZZXX0994	\$ _____
6	6' Permanent Bench (Coated Planks & Frame)		2	ZZXX1410	\$ _____
7	Unity Stepper – Small		2	ZZUN7136	\$ _____
8	Unity Stepper – Medium		1	ZZUN7137	\$ _____
9	REVO		1	ZZXX0081	\$ _____
10	Challenger Guidelines		1	ZZCHGUID	\$ _____
11	Surfacing Warning Label Kit		1	ZZUN9910	\$ _____
12	Maintenance Book		1	ZZUN9936	\$ _____
13	Tool and Additional Parts (W/Aerosol)		1	ZZUN9990	\$ _____
14	Delivery Fee		One-Time		\$ _____
15	Set-Up & Installation Fee		One-Time		\$ _____
16					\$ _____

Total Number of Days required to Complete this project ARO \_\_\_\_\_ days

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

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***Federal CDBG Construction Exhibits***

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## ***EXHIBIT 1***

### **Equal Employment Opportunity**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age. The Contractor will take affirmative action to ensure that application are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex. 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; an selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the Equal Opportunity clause.

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

The Contractor will send to each labor union of representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the labor union or worker's representative of the Contractor commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

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.

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

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

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The Contractor will include the portion 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 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 subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Prior to award of the construction contract, the successful bidder must execute the Equal Employment Opportunity Certificate bound hereinafter as Exhibit C.

### **SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968**

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

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

The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement, or other Contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of

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Housing and Urban Development (24 CFR Part 135). The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided a preliminary statement ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Contractor for such assistance, successors, and assigns. Failure to fulfill these requirement shall subject the Contractor and subcontractor, their successors, and assigns to these sanctions specified by the grant or loan agreement or Contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

### **CERTIFICATION OF NONSEGREGATED FACILITIES**

By the submission of this bid, bidder, offerer, applicant or subcontractor certifies that she/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments and that she/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. She/He certifies that she/he will not maintain or provide for employees any segregated facilities at any of his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees 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. She/He further agrees that (except where she/he has obtained identical certifications from proposed subcontractors for specific time periods) she/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that she/he will retain such certifications in his/her files; and that she/he will forward the following notice such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

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**STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATION  
(EXECUTIVE ORDER NO. 11246)**

1. As used in these specifications:
  - 1.1. “Covered Area” means the geographical area described in the solicitation from this contract resulted;
  - 1.2. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - 1.3. “Employer Identification Number” means the Federal Social Security Number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and
  - 1.4. “Minority” includes:
    - 1.4.1. Black (all persons having origin in any of the Black African racial groups not of Hispanic origin).
    - 1.4.2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American and other Spanish cultures or origins, regardless of race).
    - 1.4.3. Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or Pacific Islands); and
    - 1.4.4. American Indian or Alaskan Native (persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7.a through 7.p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization which the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward in goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order No. 11246; or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - 7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible will assign two or more women to each construction project. The

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Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- 7.2. Establish and maintain a current list of minority and female recruitment sources, provide when notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- 7.3. Maintain a current file of the name, addresses, and telephone numbers of each minority and female off-the-street applicant, and minority or female referral from a union, a recruitment source or community organization, and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reasons therefore, along with whatsoever additional actions the Contractor may have taken.
- 7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- 7.5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment and trainee programs relevant to the Contractor's employment needs, and especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b. Above.
- 7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all the employees at each location where

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construction work is performed.

- 7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment lay-off, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- 7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Sub-contractor with whom the Contractor does or anticipates doing business.
- 7.9. Direct its recruitment efforts, both oral and written to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification by organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female both on the site and in other areas of a Contractor's workforce.
- 7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 7.12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities, and encourage these employees to seek or to prepare for, though appropriate training, etc. such opportunities.
- 7.13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

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- 7.14. Ensure that all facilities and company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - 7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - 7.16. Conduct a review, at least annually, of all supervisor's adherence to performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (6a through 6p). The efforts of a contractors association, joint contractor-union contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these Specifications, provided that the Contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and women in the industry ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractors noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, and national origin.
  11. The Contractor shall not enter into any Sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order No. 11246.

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12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order No 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order No 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7, of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
  14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  15. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance, or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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## ***EXHIBIT 2***

### **Federal Funding Termination**

In the event that federal funding is terminated or otherwise unavailable for the purpose of compensating the contractor, this Contract is null and void, releasing the Contractor and the Owner from further obligations contained herein.

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**EXHIBIT 3**  
**Federal Labor Standards Provision**  
**Georgia Community Development Block Grant**

**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.

**Minimum Wages**

All laborers and mechanics employed or working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefit under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 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 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 Part 5.5 (a)(1)(1) 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.

The contracting officer shall require that 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. The contracting officer 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 request is not performed by a classification in the wage determination;

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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.

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, US Department of Labor, Washington, DC, 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or will notify HUD or its designee within the thirty (30) day period that additional time is necessary.

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of determination. The Administrator, or authorized representative, will issued a determination within thirty (30) days of receipt and so advise HUD or its designee or will notify HUD or its designee within the thirty (30) -day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determine pursuant to subparagraphs (1) (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.

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.

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

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## **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 ( or under the United States Housing act of 1937 for under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, 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 Controller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

## **Payrolls and basis 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project.) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) 2 (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) 2 (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage

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rates prescribed in the applicable program (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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 Part 5.5 (a) (3) (I). The information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), 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**

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

- (a) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete; and
- (b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

The contractor or subcontractor shall make the records required under paragraph A.3 (1) of this section 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

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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 Part 5.12

## **Apprentices and Trainees**

### **Apprentices**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification or 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 which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractors or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registers program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 acceptance program is approved.

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## **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 approval program for the trainee's level of progress, expressed as a percentage of the journey 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, trainee 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 performs. In addition, any trainee performing work on the 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. 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.

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

## **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.

## **Subcontracts**

The contractor or subcontractor will insert in any subcontracts the clauses 29 CFR 5.5 (a) (1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, 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

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the contracts clauses in 29 CFR Part 5.5.

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounded for termination of the contract, and for debarment as a contractor and subcontractor as provided in 20 CFR 5.12

### **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.

### **Disputes concerning labor standards**

Disputes arising out a labor standards provision of this contract shall to 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.

### **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 of 29 CFR 5.12 (a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 23.

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 29 CFR Part 24.

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."

### **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

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discriminated against by the Contractor or any subcontractor because such employees has filed any compliant or instituted or cause 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.

### **Contract Work Hours and Safety Standards Act**

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 may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work or work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation: liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in 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 workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
3. Withholding for unpaid wages and liquidated damages: HUD or 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 money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
4. Subcontracts: The contractor or subcontractor shall insert in any

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

### **Health and Safety**

No laborer or mechanic shall be required to work in surroundings or under working 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.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 CFR Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

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

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## **EXHIBIT 4**

### **Wage Rate Determination**

#### Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regards to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: Employment upgrading; demotion or transfer; recruitment; advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a state, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered hires for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within thirty (30) days after the end of each reporting

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period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related document shall be made available, upon request, for examination by an authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement, records respecting job openings, recruitment and placement.

Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the state system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

"Appropriate office of the State employment service system" means the local office

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of the Federal- State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

“Openings which the contractors proposes to fill from within his own organization” means employment openings for which no consideration will be given to persons outside the contractor’s organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established “recall” lists.

Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement,” means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

In the event of the contractor’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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## ***EXHIBIT 5***

### **Affirmative Action for Handicapped Workers**

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontractor purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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## ***EXHIBIT 6***

### **Architectural Barriers**

The Contractor agrees to comply with the Architectural Barriers Act of 1968, as amended which prescribes standards to be met for the design, construction and alteration of buildings that are built or supported by Federal funds in order to ensure that whenever possible, such buildings will be accessible to and usable by the handicapped. This Act applies to buildings and facilities designed, constructed, altered, or leased by the Federal government and to those buildings financed wholly or in part with Federal grants or loans are subject to design, construction, or alteration standards issued under the law that authorizes the grant or loan.

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**EXHIBIT 7**

General Decision Number: GA170086 01/27/2017 GA86

Superseded General Decision Number: GA20160086

State: Georgia

Construction Type: Heavy

Heavy Construction, Includes Water and Sewer Lines, and Heavy Construction on Treatment Plant Sites and Industrial Sites (Refineries, Power Plants, Chemical and Manufacturing Plants, Paper Mills, Etc.)

Counties: Barrow, Butts, Carroll, Cherokee, Clayton, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Newton, Paulding, Pickens, Pike, Rockdale and Spalding Counties in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017

ELEC0613-021 09/01/2016

BARROW, BUTTS, CARROLL, CHEROKEE, CLAYTON, COWETA, DAWSON, DEKALB, DOUGLAS, FAYETTE, FORSYTH, HARALSON, HEARD, HENRY, MERIWETHER, NEWTON, PAULDING, PICKENS, PIKE, ROCKDALE, & SPALDING COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.45	29%

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\* ELEC1316-018 01/01/2017

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JASPER & LAMAR COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 24.46	11.89

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 ENGI0474-027 07/01/2013

HENRY & JASPER COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crane: 119 Tons and Under...	\$ 24.55	12.30
Crane: 120 to 249 Tons.....	\$ 25.55	12.30
Crane: 250 to 499 Tons.....	\$ 26.55	12.30
Crane: 500 Tons and Larger..	\$ 27.55	12.30
Mechanic.....	\$ 24.55	12.30

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 ENGI0926-030 07/01/2013

BARROW, BUTTS, CARROLL, CHEROKEE, CLAYTON, COWETA, DAWSON,  
 DEKALB, DOUGLAS, FAYETTE, FORSYTH, HARALSON, HEARD, LAMAR,  
 MERIWETHER, NEWTON, PAULDING, PICKENS, PIKE, ROCKDALE, &  
 SPALDING COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crane, Mechanic.....	\$ 27.88	10.13

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 PLUM0072-021 08/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 30.18	13.82

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 SUGA2012-104 08/11/2012

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 14.76	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 16.96	0.00

FENCE ERECTOR.....	\$ 12.00	0.00
FORM WORKER.....	\$ 17.00	0.00
IRONWORKER, REINFORCING.....	\$ 13.30	1.66
LABORER: Common or General.....	\$ 11.43	1.54
LABORER: Pipelayer.....	\$ 13.48	1.10
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.63	2.50
OPERATOR: Bulldozer.....	\$ 18.68	7.83
OPERATOR: Grader/Blade.....	\$ 18.24	0.27
OPERATOR: Loader.....	\$ 16.80	4.04
OPERATOR: Piledriver.....	\$ 18.72	2.06
OPERATOR: Roller.....	\$ 13.71	0.94
TRUCK DRIVER: Dump Truck.....	\$ 12.79	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.28	1.84

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

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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 thirty (30) hours they work, up to fifty-six (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

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requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

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

- 1.1 an existing published wage determination;
- 1.2 a survey underlying a wage determination;
- 1.3 a Wage and Hour Division letter setting forth a position on;
- 1.4 a wage determination matter; and
- 1.5 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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

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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



HENRY COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

SECTION 3 BUSINESS CONCERN SELF CERTIFICATION  
FORM  
And  
SECTION 3 RESIDENT CERTIFICATION FORM



The Henry County Community Development Department is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 Business Concerns and targeting Section 3 Business Concerns for Community Development Block Grant (CDBG) Program and the Neighborhood Stabilization Program (NSP) business opportunities.

In an effort to comply with Federal Section 3 Regulations which promote contract, employment and training opportunities for Henry County residents and businesses, the Henry County Development Department has instituted a Section 3 Self Certification process.

Applicants seeking certification must complete and submit the attached Section 3 Business Concern Self Certification Form or Section 3 Resident Certification Form and the appropriate documentation as requested.

Please answer all questions and sign the completed forms. Completed forms may be returned with bid documents to the Henry County Community Development Department sub-recipient (city, non-profit, or asset manager) prior to contract award or directly to the Henry County Community Development Department or at the address below.

Henry County  
Community Development Department  
Re: Section 3  
140 Henry Parkway  
McDonough, GA 30253

If you have any questions or require assistance, please contact the Henry County Community Development staff 770-288-7525.

For detailed HUD guidance regarding the Section 3 Program, please visit the following website:

<http://www.hud.gov/offices/fheo/section3/section3.cfm>

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HENRY COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT

SECTION 3 BUSINESS CONCERN SELF CERTIFICATION FORM

Name of Business: \_\_\_\_\_

Address of Business:

Work number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address:

\_\_\_\_\_

\_\_\_\_\_

Contact Person/ Title: \_\_\_\_\_

APPLICANTS SEEKING CERTIFICATION MUST PROVIDE EVIDENCE OF SECTION 3  
ELGIBILITY PRIOR TO CONTRACT AWARD.

The Bidder certifies that it is a Section 3 Business Concern based on:

- \_\_\_\_\_ Business is owned, at least 51% by Section 3 Residents.
- Provide copy of resident lease(s), evidence of participation in a public assistance program, or completed Section 3 Resident Certification Form(s)
  - Provide business license number \_\_\_\_\_
- \_\_\_\_\_ At least 30% of the business' permanent, full-time employees are currently Section 3 Residents or were Section 3 Residents within the past 3 years.
- Provide list of permanent, full-time employees (include, name, address, job title/trade and salary/wages)
  - Provide completed Section 3 Resident Certification Form(s)
- \_\_\_\_\_ Commitment to subcontract 25% of the dollar award to qualified Section 3 Business Concerns. (Only applicable for Prime Contractors)

I hereby certify that the information provided by me is true and correct, and understand falsification of any information could result in disqualification from participation and punishment under the law.

\_\_\_\_\_  
Owner / President Signature

\_\_\_\_\_  
Date

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

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

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

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

**HENRY COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**

**SECTION 3 RESIDENT CERTIFICATION FORM**

A Section 3 Resident seeking the preference in employment provided by this part shall certify, or submit evidence to the contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135-5.

I, \_\_\_\_\_, am a resident of Henry County, Georgia  
Print Name  
 and qualify as a Section 3 Resident because I am a public housing resident OR because my household income does not exceed the income guidelines by household size as published below.

Home (primary) Address: \_\_\_\_\_ Telephone number: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Cell number: \_\_\_\_\_  
 \_\_\_\_\_

Number of Individuals living in my household: \_\_\_\_\_

Total Household gross income for the prior year (2016): \$\_\_\_\_\_ \* The derived total gross income is from all sources received such as, salaries/wages, social security, all benefits, pensions, and all public assistance.

**FY2016 – Henry County HOUSEHOLD INCOME GUIDELINES**

Household Size	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Low/Mod Income (80%)	\$37,800	\$43,200	\$48,600	\$54,000	\$58,350	\$62,650	\$67,000	\$71,300

Attach ONE of the following documentations as evidence of Section 3 eligibility:

- Proof of public assistance (i.e., TANF, Food Stamps, Medicaid)
- Proof of Public housing Assistance, (PHA) Lease
- Proof of participation in a HUD Youth Build Program
- Copy of current W-2 documents

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

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

SUBSCRIBED TO AND SWORN BEFORE ME ON THIS THE  
 \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

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

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

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**EXHIBIT 8**

**DRAWING/LAYOUT OF CLARK COMMUNITY PARK**

RESIDENTIAL HOUSING

N 00°11'00" W  
500.00'

195.03'

8' ASPHALT  
WALKING TRAIL

S O U T H E R N  
R A I L R O A D

S 45°39'54" E  
119.66'

S 00°23'00" W  
102.80'

200.00'

ORANGE

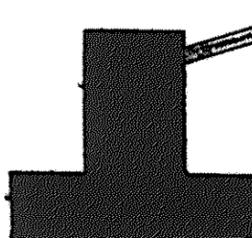
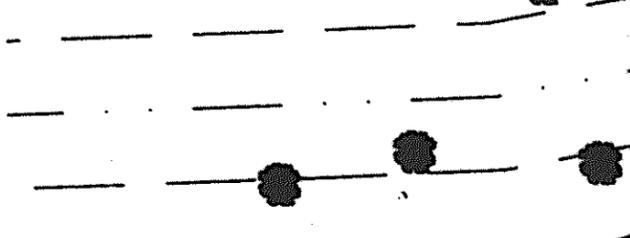
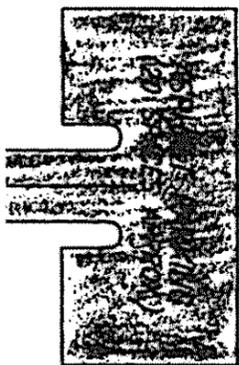
1-LAP 1/4 MILE

LL  
89

SIDEWALK

APPROX L.L.L.  
N 00°00'00" W

8' ASPHALT  
WALKING TRAIL



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**END OF BID FORM**