

## REQUEST FOR BIDS

### CITY OF SNELLVILLE, GEORGIA PATE LAKE WALL RENOVATION



**OWNER**  
**CITY OF SNELLVILLE**  
**2342 OAK ROAD**  
**SNELLVILLE, GA 30078**

*The drawings, specifications, and other bidding documents of Precision Planning Inc. for the **Pate Lake Wall Renovation** project are provided for your use in offering bids in response to the Owner's invitation to bidders. Supplying these documents for bidding purposes does not convey any type of license for copying or transfer of ownership or intellectual property right, including copyright, to plan holders. No electronic devices, including photocopy, may be used to copy any part of these documents without the written permission of the Architect or other copyright holder.*

*Prepared by:*



**PRECISION**  
Planning Inc.

400 Pike Boulevard  
Lawrenceville, GA 30046  
(770) 338-8000

**February 2023**

**Request for Bids**  
**City of Snellville, Georgia**  
**Pate Lake Wall Renovation**

February 2023

Sealed bids will be received by the City of Snellville, Georgia, for furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for the Pate Lake Wall Renovation Project. Location of project is in Briscoe Park, 2500 Sawyer Parkway, Snellville, GA, 30078.

Bids will be received at the City of Snellville City Hall, Attention Mr. Matthew Pepper, 2342 Oak Road, Snellville, GA 30078 until **4:00 p.m. local time on Thursday, March 2, 2023**. Any bid received after said time and date of bid opening will not be considered by OWNER. Bids will be publicly opened and read aloud at 4:05 p.m. local time on Thursday, March 2, 2023 at the City of Snellville City Hall, 2342 Oak Road, Snellville, GA 30078. **This Project is being financed by the Georgia Department of Community Affairs' Community Development Block Grant (CDBG) Program and through SPLOST Funds. As such, contractors and subcontractors will be required to follow all CDBG program requirements and meet all Davis-Bacon Wage laws.** All bids will be evaluated by OWNER and the project will be awarded, if it is awarded, within forty-five (45) days of the bid opening.

**A non-mandatory pre-bid meeting will be held at Briscoe Park Office, 2500 Sawyer Parkway, Snellville, GA 30078 at 2:00 p.m. on Monday, February 13, 2023. Potential bidders are strongly urged to attend. Questions regarding project are due by Monday, February 20, 2023 at 2:00 p.m. in written form emailed to Natalie Pifer [861np@ppi.us](mailto:861np@ppi.us).**

Digital copies of Contract Documents, Specifications, and Construction Drawings may be requested from Precision Planning, Inc. Email your request for plans to Natalie Pifer [861np@ppi.us](mailto:861np@ppi.us).

For general information or to request a plan holders list regarding this project, you may email Natalie Pifer [861np@ppi.us](mailto:861np@ppi.us).

Both a performance and payment bond will be required in the amount equal to 100% of the contract price. Proof of workers compensation and liability insurance will be required with the City of Snellville named as additional insured.

CONTRACTORS and SUBCONTRACTORS quoting on this Project will be required to comply with all Federal, State, and local laws.

The City reserves the rights to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which in its opinion may be in the best interest of City of Snellville.

A Contractor Affidavit verifying compliance with the Federal Work Authorization Program known as E-Verify must be submitted with each bid. This form must be notarized.

This Project is being financed by the Georgia Department of Community Affairs, Community Development Block Grant Program and through SPLOST funds.

NOTE: This is a Section 3 Covered Project under the HUD Act of 1968 and Section 3 Residents and Business Concerns are encouraged to apply.

Butch Sanders, City Manager  
City of Snellville, Georgia

## **GENERAL CONDITIONS**

No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to the City of Snellville for the premature opening of a bid not properly addressed and identified.

All bids shall utilize the attached forms, and four (4) hard copies shall be submitted to the City *in a sealed envelope clearly labeled*. The City will not accept any submittal by facsimile, electronic submission or any other method other than required by this RFB.

### **WITHDRAWAL OF BID:**

A bidder may withdraw his bid before the expiration of the time during which bids may be submitted without prejudice to the bidder, by submitting a written request of withdrawal to City of Snellville.

### **REJECTION OF BID:**

City of Snellville may reject any and all bids, and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with City of Snellville. City of Snellville shall be the sole judge as to which bid is best, and, in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, past references and experience in similar operations of the various contractors.

### **STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

The Contractor may be required, upon request, to prove to the satisfaction of the City of Snellville that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time. If the available evidence of competency of any Contractor is not satisfactory, the proposal of such Contractor may be rejected.

### **NON-COLLUSION:**

By submitting a bid, the Contractor represents and warrants that such bid is genuine and not collusive or made in the interest or in behalf of any person not therein named, and that the Contractor has not in any manner sought by collusion to secure any advantage.

### **DOCUMENTS DEEMED PART OF THE CONTRACT:**

The notice, request for bids, general conditions, special conditions, specifications, purchase order and addenda, if any, will be deemed part of the contract. By submitting a bid, the Contractor agrees that all work shall be completed in accordance with the City of Snellville, Gwinnett County, Georgia DOT and Georgia EPD Standards.

### **SUBCONTRACTS:**

Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract must be acceptable to the City of Snellville.

## **GENERAL CONDITIONS** (Page Two)

### **CHANGE ORDERS:**

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of City of Snellville.

### **CONSTRUCTION STANDARDS AND SPECIFICATIONS:**

The Pate Lake Wall Renovation project includes the removal and replacement of approximately 250 LF of existing damaged granite block retaining wall with reinforced concrete retaining wall with granite facade, 70 LF of existing timber wall with a modular block wall, and up to 300 LF of 8' sidewalk pervious concrete sidewalk. The work shall also include traffic control/site safety, erosion and sediment control, coordination and scheduling with park personnel, cleanup and grassing. Any damage to the existing asphalt driveways or sidewalk during the course of the work shall also be repaired as necessary at the contractor's expense.

### **MEASUREMENT AND PAYMENT:**

#### **Item 1 – Demolition, Removal and Disposal of Existing Walls and Sidewalk:**

The Contractor shall provide a lump sum price for the complete demolition, removal and disposal of existing walls in accordance with the Construction Drawings. The lump sum price shall include payment for all personnel, materials and equipment required to complete the Work; including mobilization, video/photo documentation of pre-existing conditions, coordination/communication with park personnel, traffic control and/or safety barriers to restrict access within the work zone during the full period of construction, stockpiling and cleaning of granite block (if used as façade material), tree removal if required, sidewalk removal where required, cleanup, hauling and disposal of any resulting debris.

#### **Item 2 – Construct New Reinforced Concrete Retaining Wall along Lake Shore:**

The Contractor shall provide a unit price bid per linear foot (LF) for the construction of new reinforced concrete retaining walls along the lake shore in accordance with the Construction Drawings.

The unit price bid shall include, but not be limited to, all personnel, materials, and equipment required to complete the Work. The unit price bid shall also include payment for excavation, dewatering, formwork, steel reinforcement, concrete placement, finish, granite façade and/or cast in pattern to reasonably match adjacent walls, anchoring and connection to existing block walls to remain, removal of unsuitable materials and replacement with stone subgrade, wall backfill and compaction, cleanup and disposal of construction materials.

Contractor may reuse existing concrete blocks from demolished wall as façade, propose an alternate matching stone façade material, or propose and pattern form concrete finish to match the existing walls reasonably in both color and texture.

**Item 3 – Construct New Modular Split Faced Block Wall behind Sidewalk:**

The Contractor shall provide a unit price bid per linear foot (LF) for the construction of new modular split faced block retaining wall to replace the existing timber wall to be demolished behind the sidewalk at the western limits of the project in accordance with the Construction Drawings.

The unit price bid shall include, but not be limited to, all personnel, materials, and equipment required to complete the Work. The unit price bid shall also include payment for excavation, dewatering, submittals, modular block wall construction, removal of unsuitable materials and replacement with stone subgrade if required, wall backfill and compaction, cleanup and disposal of construction materials.

**Item 4 – Sidewalk Replacement as Required to Match Existing (Porous Concrete):**

The Contractor shall provide a unit price bid per square foot (SF) for the construction and replacement of any existing sidewalk removed or damaged during the course of the Work, in accordance with the Construction Drawings.

The unit price bid shall include, but not be limited to, all personnel, materials, and equipment required to complete the Work. The unit price bid shall also include payment for grading, formwork, placement of porous concrete sidewalks, broom finish, final grading, grassing, cleanup and disposal of construction materials.

**Item 5 – Sediment and Erosion Control:**

The Contractor shall provide a Lump Sum bid for the installation, maintenance, monitoring, and removal of Sediment and Erosion Control best management practices in accordance with the Construction Drawings, City of Snellville and Georgia EPD Requirements.

**Item 6 – Site Stabilization and Grassing:**

The Contractor shall provide a Lump Sum bid for finish grading, grassing and site stabilization. Payment shall include site stabilization equal to pre-existing conditions, grassing, fertilizer, matting where required, and re-grassing of eroded areas to achieve final stabilization acceptable to the City of Snellville.

## BID SPECIFICATIONS AND INSTRUCTIONS

**Scope of Work:** The Contractor shall provide for furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for the completion of the Pate Lake Wall Renovation Project as specified in the construction drawings.

**Project Management/Inspections:** Project management and inspection will be provided the City of Snellville and/or Precision Planning, Inc.

**Schedule:** All work shall be completed within 90 Calendar Days. Prior to commencing the work, the Contractor shall provide a written schedule to the City of Snellville regarding the sequence of the work. The Contract shall include a provision for liquidated damages to be assessed at the rate of \$500 per calendar day for late completion beyond the Contract period.

**Traffic Control:** Contractor shall be responsible for traffic control, site safety and pedestrian access/safety during the course of the work. Contractor shall provide and maintain all necessary signage, safety barriers, barricades, personnel and miscellaneous equipment.

**Safety:** Contractor shall be responsible for jobsite safety, and the safety of the traveling and general public within the work zone.

**Access/Cleanup/Disposal:** Contractor shall be responsible for coordinating site access during the execution of the work, coordination and scheduling with park personnel, and for cleanup and disposal of any debris resulting from the Work.

**BID FORM**

**City of Snellville**

**Pate Lake Wall Renovation**

**DUE: 4:00 PM, Thursday, March 2, 2023**

Contractor shall provide mobilization, traffic control/site safety barriers, site grading, demolition and disposal of existing walls and unused materials, replacement of affected sidewalks, and complete sediment and erosion control within the project limits in accordance with the construction drawings and State and Local Standards.

Item Number	Description	Unit	Quantity	Unit Price	Item Total (Quantity x Unit Price)
1	Demolition, Removal and Disposal of Existing Walls and Sidewalk	LS	1		
2	Construct New Reinforced Concrete Retaining Wall along Lake Shore	LF	250		
3	Construct New Modular Split Faced Block Wall behind Sidewalk.	LF	70		
4	Sidewalk Replacement as Required to Match Existing (Porous Concrete)	SF	1,575		
5	Sediment and Erosion Control	LS	1		
6	Site Stabilization/Grassing	LS	1		
<b>Total Base Bid:</b>					

TOTAL BID SUM, in the amount of (\$\_\_\_\_\_ ) Dollars

\_\_\_\_\_

(Price in Words)

NOTE: Amounts shall be shown in words and figures; the amount written in words shall take precedence.

Bid received from:

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

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

(Phone) \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative  
(Print or type name and title)

\_\_\_\_\_  
Authorized Representative  
(Signature)

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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 on behalf of the City of Snellville, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to the City of Snellville, Georgia at the time the subcontractor(s) is retained to perform such service. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization  
User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent (Contractor Name)

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
Name of Contractor

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

Pate Lake Wall Renovation Project  
Name of Project

City of Snellville, Georgia  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

This \_\_\_\_ day of \_\_\_\_\_, 2023.

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

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



CONTRACTOR EXPERIENCE STATEMENT

All questions must be answered and the date given must be clear and comprehensive. This instrument must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to these Contract Documents.

1. Business Name: \_\_\_\_\_  
\_\_\_\_\_

2. Permanent main office address: \_\_\_\_\_  
\_\_\_\_\_

3. When organized: \_\_\_\_\_

4. If a corporation, where incorporated: \_\_\_\_\_

Federal I.D. Number: \_\_\_\_\_

5. How many years have you been engaged in the contracting business under your present firm or trade name? \_\_\_\_\_

6. General character of work performed by your company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

8. List four (4) projects of similar scope and complexity that your organization has completed or has in progress as of the date of receiving Bids: (Please fill project information out completely and with **valid email addresses**).

<p>1 Project Name: _____</p> <p>Location: _____ Contract Amount: \$ _____</p> <p>Contract Amount: \$ _____ Date Completed: _____ % Complete: _____</p> <p>Owner Contact/Title: _____ Email: _____</p> <p>Engineer Contact: _____ Email: _____</p>
<p>2 Project Name: _____</p> <p>Location: _____ Contract Amount: \$ _____</p> <p>Contract Amount: \$ _____ Date Completed: _____ % Complete: _____</p> <p>Owner Contact/Title: _____ Email: _____ :</p> <p>Engineer Contact: _____ Email: _____ :</p>
<p>3 Project Name: _____</p> <p>Location: _____ Contract Amount: \$ _____</p> <p>Contract Amount: \$ _____ Date Completed: _____ % Complete: _____</p> <p>Owner Contact/Title: _____ Email: _____ :</p> <p>Engineer Contact: _____ Email: _____ :</p>
<p>4 Project Name: _____</p> <p>Location: _____ Contract Amount: \$ _____</p> <p>Contract Amount: \$ _____ Date Completed: _____ % Complete: _____</p> <p>Owner Contact/Title: _____ Email: _____ :</p> <p>Engineer Contact: _____ Email: _____ :</p>

9. Background and experience of the principal members of your organization, including officers. (Include Company Resume if available)

10. Give Bank Reference (Bank Name, Address, Contact Person, Contact's Bank Email Address)

Bank Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Bank Address: \_\_\_\_\_ Contact's Bank Email Address: \_\_\_\_\_

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

Credit available: \$ \_\_\_\_\_

**So that we may verify your banking reference, please sign below for authorization:**

\_\_\_\_ (Signature)

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

(SEAL)

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

SUBCONTRACTOR LIST

**Names of all subcontractors proposed by the bidder at the time of bid submittal are listed below:**

(Bidder shall include Name & Address of Subcontractor, Type of WORK, Approximate % of Work and the Approximate Dollar Amount - Please Type)

NAME/ADDRESS/PHONE NUMBER	TYPE OF WORK	%	\$ AMOUNT	FEDERAL ID or SOCIAL SECURITY NUMBER

**(USE ADDITIONAL PAGES IF NEEDED. PLEASE ATTACH HERETO)**

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

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

City of Snellville Pate Lake Wall Renovation  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 2023 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

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

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_

Project Description

The site of the proposed work is in the City of Snellville, Georgia.

**The Project consists of, but is not limited to the following major elements:**

**Contractor shall furnish all materials, labor, tools, equipment, and any other miscellaneous items necessary for the Pate Lake Wall Renovation Project.**

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER for the project. CONTRACTOR shall fully complete all work within NINETY (90) consecutive calendar days from the date of a written "Notice to Proceed".

The OWNER has considered the bid submitted by you for the above described WORK in response to its Invitation to Bid and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of \_\_\_\_\_ (\$\_\_\_\_\_) which is based on the unit prices shown on the Bid Form.

You are required to execute the Agreement and furnish the required CONTRACTOR's Performance and Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Butch Sanders, City Manager  
City of Snellville, Georgia

ACKNOWLEDGEMENT OF NOTICE

\_\_\_\_\_  
Contractor's Representative (Print Name & Title)

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Snellville
2342 Oak Road
Snellville, GA 30078

CONTRACT

Date:
Amount:
Description:
Furnish all materials, labor, tools, equipment, and any other miscellaneous items necessary for the Pate Lake Wall Renovation Project.

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)
Name and Title:

\_\_\_\_\_, (Seal)
Surety's Name and Corporate Seal

By: \_\_\_\_\_
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_
Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)
Name and Title:

\_\_\_\_\_, (Seal)
Surety's Name and Corporate Seal

By: \_\_\_\_\_
Signature and Title
(Attach Power of Attorney)

Attest: \_\_\_\_\_
Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (**engineer** or other party)



PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**CONTRACTOR**

**SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):**

City of Snellville  
2342 Oak Road  
Snellville, GA 30078

**CONTRACT**

**Date:**  
**Amount:**  
**Description:**  
**Furnish all materials, labor, tools, equipment, and any other miscellaneous items necessary for the Pate Lake Wall Renovation Project.**

**BOND**

Bond Number:  
Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_  
Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with Contractor:
  - 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
  - 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
  - 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

**FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker:  
Owner's Representative (engineer or other party):**

Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of

## AGREEMENT

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Snellville, Georgia (hereinafter called OWNER), and \_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**The Project consists of, but is not limited to the following major elements:**

**Contractor shall furnish all materials, labor, tools, equipment, and any other miscellaneous items necessary for the Pate Lake Wall Renovation Project.**

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Technical Specifications and Construction Drawings.

### **ARTICLE 2 - ENGINEER**

The Project has been designed by Precision Planning, Inc., 400 Pike Boulevard, Lawrenceville, Georgia, 30046, who is hereafter referred to as ENGINEER, and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the CONTRACT DOCUMENTS in connection with completion of the WORK in accordance with the CONTRACT DOCUMENTS.

### **ARTICLE 3 - CONTRACT TIME**

- 3.1 CONTRACTOR agrees to commence WORK within ten (10) days of a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the contract in a total construction time of NINETY (90) consecutive calendar days, from the date of the "Notice to Proceed".
- 3.2 Time for Completion: OWNER and CONTRACTOR recognize that time is the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not substantially complete within the time specified in Paragraph 3.1 above, plus any extension thereof allowed in the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not substantially complete on time. Accordingly, OWNER and CONTRACTOR understand and recognize that it is impossible to conclusively assess damages to the OWNER for the failure of the CONTRACTOR to substantially complete the project in a timely manner. Therefore, the OWNER and CONTRACTOR have agreed that a reasonable amount of damages for each day that the project remains incomplete after the contract time (as stated in paragraph 3.1) has expired would be the amount of \$500.00.

### **ARTICLE 4 - CONTRACT PRICE**

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the CONTRACT DOCUMENTS in current funds of \_\_\_\_\_ (\$\_\_\_\_\_).

## **ARTICLE 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 5.1 Progress Payments: CONTRACTOR shall furnish to OWNER, on forms furnished by OWNER, no later than the 25th day of each month, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. The progress payment request shall be signed by the CONTRACTOR and be supported by such data as OWNER may reasonably require. ENGINEER shall review, and within ten (10) days after receipt of each progress payment request, indicate in writing approval of the payment request to the OWNER or return the progress payment request to the CONTRACTOR indicating in writing his reasons for refusing to approve it. The OWNER will, within thirty (30) days after receipt of progress payment request, pay CONTRACTOR based on the approved progress payment request, less the retainage and other deductions pursuant to the terms of these CONTRACT DOCUMENTS. (Ref. Section 00800, Paragraph 3.18).
- 5.1.1 Prior to Substantial Completion progress payments will be made in an amount equal to:
- 90% of the WORK completed, and
- 100% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 No amount shall be retained on progress payment requests submitted after 50% of the WORK has been completed if in the opinion of the OWNER or their authorized representative, such work is satisfactory and has been completed on schedule. This will not affect the retained amounts on the first 50% of the work which may continue to be held to ensure satisfactory completion of the project. If, after discontinuing the retention, OWNER determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. (Reference O.C.G.A., Article 2, Section 13-10-02 or Section 13-10-20)
- 5.1.3 If the CONTRACTOR falls behind schedule to the point that the time of completion, plus time extensions, has elapsed, then the amount specified for liquidated damages will be deducted from all CONTRACTOR pay requests submitted after the latest time of completion.
- 5.2 Final Payment: Upon acceptance of WORK in accordance with the General Conditions, OWNER shall pay balance due of Contract Price less payments previously made. Pay requests will be submitted in accordance with Section 00800, Paragraph 3.18; Supplementary General Provisions.

## **ARTICLE 6 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the OWNER and Consulting ENGINEER (also known as Precision Planning, Inc.) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or the Consulting ENGINEER (Precision Planning, Inc.) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation

set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by design ENGINEER in preparation of the Drawings and Specifications and which have been identified in the Supplemental General Provisions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests, and studies of such reports and related data, in addition to those referred to in Paragraph 7.2, as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the CONTRACT DOCUMENTS; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the CONTRACT DOCUMENTS.
- 7.5 CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

#### **ARTICLE 8 - CONTRACT DOCUMENTS**

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement include the following:  
Invitation to Bid, Bid Form, and associated documents
- 8.3 Performance and Labor and Material Payment Bonds
- 8.4 Notice of Award
- 8.5 Notice to Proceed
- 8.6 Construction Drawings
- 8.7 Addendum No. \_\_\_\_ dated \_\_\_\_\_.
- 8.8 CONTRACTOR'S Bid
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.10 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no CONTRACT DOCUMENTS other than those listed above in this Article 8. The CONTRACT DOCUMENTS may only be altered, amended or repealed by expressed written consent of OWNER.

## **ARTICLE 9 - MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the CONTRACT DOCUMENTS.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.
- 9.4 The term Special Conditions as used in the General Conditions or elsewhere in the CONTRACT DOCUMENTS, refers to the "Supplementary General Provisions".
- 9.5 The Supplementary General Provisions are intended to supplement, rather than replace, the General Conditions, except where the Supplementary General Provisions are in direct conflict with the General Conditions, the Supplementary General Provisions shall control.
- 9.6 The provisions of Section 00820 (Specific Project Requirements) shall be applicable to this contract to the extent provided by law.
- 9.7 Compliance with O.C.G.A. § 13-10-91 and Rule and Regulation of the State of Georgia #300-10-1-.02 are conditions of this contract. Contractor has (check or initial the appropriate employee-number category): 500 or more employees\_\_\_\_; 100 or more employees\_\_\_\_; Less than 100 employees\_\_\_\_\_."
- 9.8 In the event that Contractor employs or contracts with any subcontractor(s) in connection with this contract, Contractor agrees that it will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor and will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule and Regulation of the State of Georgia #300-10-1-.02 by the subcontractor's execution of a subcontractor affidavit, if applicable, in the form set forth in Rule and Regulation of the State of Georgia #300-10-1-.08 or a substantially similar subcontractor affidavit, and that it will maintain records of such attestation for inspection by the OWNER at any time. Such subcontractor affidavit shall become a part of the contract between the Contractor and the subcontractor.

## **ARTICLE 10 - PROVISIONS FOR TERMINATION OF CONTRACT**

- 10.1 If through any cause, other than an "Excusable Delay", CONTRACTOR shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if CONTRACTOR shall violate any of the covenants, agreements, conditions or obligations of the CONTRACT DOCUMENTS; OWNER may terminate this Contract as defined in the General Conditions. In such event, OWNER may take over the WORK and prosecute the same to completion, by Contract or otherwise, and CONTRACTOR and his sureties shall be liable to OWNER for any additional cost incurred by OWNER in its completion of the WORK and they shall also be liable to OWNER for liquidated damages for any delay in the completion of the WORK as provided below.

10.2 Liquidated Damages for Delay: If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, CONTRACTOR shall pay to OWNER as fixed and agreed, liquidated damages (as stated in Article 3 Paragraph 3.2) for each working day of delay, until the work is completed, and CONTRACTOR and his sureties shall be liable to OWNER for this amount.

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

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

10.3.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;

10.3.3 To acts of OWNER which cause delays, and;

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

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in three (3) parts. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER, OWNER's Attorney, CONTRACTOR, or by ENGINEER as applicable.

This Agreement will be effective on the date of the Agreement as shown on page 16.

\_\_\_\_\_  
Butch Sanders, City Manager  
City of Snellville, Georgia  
OWNER

ATTEST: \_\_\_\_\_  
Secretary

(Seal)

\_\_\_\_\_  
CONTRACTOR  
NAME, TITLE

ATTEST: \_\_\_\_\_  
Corporate  
Secretary/Partner/Notary

(Seal)

**NOTE:** Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

**ADDRESSES FOR GIVING NOTICE**

**OWNER:**  
City of Snellville \_\_\_\_\_  
2342 Oak Road \_\_\_\_\_  
Snellville, GA 30078 \_\_\_\_\_  
Phone (770) 985-3516 \_\_\_\_\_

**CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_



NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description

The site of the proposed work is in City of Snellville, Georgia.

**The Project consists of, but is not limited to the following major elements:**

**Contractor shall furnish all materials, labor, tools, equipment, and any other miscellaneous items necessary for the Pate Lake Wall Renovation Project.**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2023 on or before \_\_\_\_\_, 2023, and you are to complete the WORK on or before \_\_\_\_\_, 2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY: \_\_\_\_\_  
Butch Sanders, City Manager  
City of Snellville, GA

\_\_\_\_\_

Receipt of the above "Notice to Proceed" is hereby acknowledged this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
CONTRACTOR  
NAME, TITLE

SECTION 00820

SPECIFIC PROJECT REQUIREMENTS

PART 1 GENERAL

This Section shall consist of "Specific Regulatory Requirements and Guidelines" that shall govern the project as described within these Contract Documents. These requirements are outlined below:

INDEX

<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
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EEO Specifications/Guidelines	00820-34 to 00820-38
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TO: Prospective Bidders  
FROM: CDBG Program Specialist  
DATE: July 1, 2019  
SUBJECT: Community Development Block Grant Program Certifications

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

*If you have any questions, please contact:*

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

CDBG Certifications Applicable To This Proposal or Bid:

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

- (a) Regulation Compliance – The Scope of Work for this CDBG funded project/activity will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d et sec.);
  2. The Fair Housing Act (42 U.S.C. 3601-20); and
  3. Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- (b) Anti-Lobbying – To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

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

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

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

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

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

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

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

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

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

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

---

Signature Date

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

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

1. Section 2012 Equal Opportunity Clause:

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

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

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

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

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

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

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

(7) The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or

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

**SPECIAL EQUAL OPPORTUNITY PROVISIONS:**

- A. Activities and Contracts Not Subject to Executive Order 11246, as Amended  
(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeships.
- (2) The Contractor shall post in conspicuous places, available to employees and other applicants for employment, notices to be provided by Contracting Officer set forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

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Name of Company

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Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official Signature Date

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### INSTRUCTIONS

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

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

### CERTIFICATION BY BIDDER

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

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

Yes     No

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

Yes     No

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

Yes     No     None Required

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

Yes     No

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

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

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

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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION BY PROPOSED SUBCONTRACTOR**



## REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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Name of Prime Contractor

Project Number

### INSTRUCTIONS

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

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

### SUBCONTRACTOR'S CERTIFICATION

Name and Full Address of Subcontractor

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

Yes  No

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

Yes  No

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

Yes  No  None Required

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

Yes  No

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

Signature Date

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

**INSTRUCTIONS**

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

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

**CERTIFICATION BY BIDDER**

Name and Full Address of Bidder

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

---

Signature Date

## CERTIFICATION OF NONSEGREGATED FACILITIES

### INSTRUCTIONS

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

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

### SUBCONTRACTOR'S CERTIFICATION

---

Name and Full Address of Subcontractor

---

Name of Company

---

Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

---

Signature Date

# Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

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

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

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

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

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

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

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

### Instructions for Certification (A)

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

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

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

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

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

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

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

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

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

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

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

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

**Instructions for Certification (B)**

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

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

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

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Applicant

Date

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Signature of Authorized Certifying Official

Title of Authorized Certifying Official

**SECTION 3 PLAN**

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

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

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

#### **SECTION 3 PLAN FORMAT**



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

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

- J. To prepare a detailed Section 3 Plan which addresses, at a minimum, all of the items contained herein. The Consulting Firm is encouraged to provide any other details, and specific information which explains how the firm will meet, or exceed, the numeric goals for Section 3-- Employment and Contractual.

**[SIGNATURES ON NEXT PAGE]**

As officers and representative of \_\_\_\_\_ (Name of Consulting Firm/Contractor), we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

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Name of Company

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Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

Signature Date

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Name and Title of Additional Signatory

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Signature of Additional Signatory

Signature Date

**SECTION 3 PLAN – TABLE A**

**WORK FORCE NEEDS**



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

### Numerical Goals for Resident Employment

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

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

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

## **B. Section 3 Business Concerns**

### Numerical Goals For Contracting

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

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

## **C. Definitions**

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

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

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

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

The undersigned hereby certifies that

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

**CERTIFICATION BY BIDDER**

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Name and Full Address of Bidder

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Name of Company

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Name and Title of Authorized Certifying Official

---

Signature of Authorized Certifying Official

Signature Date

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

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

The undersigned hereby certifies that

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

**SUBCONTRACTOR'S CERTIFICATION**

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Name and Full Address of Subcontractor

---

Name of Company

---

Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

Signature Date

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



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

---

Name of Project

Project Number (if applicable)

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

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

The undersigned certifies that:

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

---

**CONTRACTOR'S CERTIFICATION**

Legal Name and Business Address of Contractor:

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The undersigned is:

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

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

**CONTRACTOR'S CERTIFICATION (continued)**

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

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

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

<b>Name</b>	<b>Title</b>	<b>Nature of Interest</b>

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

<b>Name</b>	<b>Title</b>	<b>Trade Classification</b>

Name of Company

Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

Signature Date

**WARNING**

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

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

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

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Name of Project

Project Number (if applicable)

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

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

The undersigned certifies that:

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

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**SUBCONTRACTOR'S CERTIFICATION**

Legal Name and Business Address of Subcontractor:

The undersigned is:

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

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

**SUBCONTRACTOR'S CERTIFICATION (continued)**

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

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

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

<b>Name</b>	<b>Title</b>	<b>Nature of Interest</b>

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

<b>Name</b>	<b>Title</b>	<b>Trade Classification</b>

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Name of Company

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Name and Title of Authorized Certifying Official

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Signature of Authorized Certifying Official

Signature Date

**WARNING**

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

**APPENDIX TO CDBG CERTIFICATIONS**

## **APPENDIX 1**

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

#### **A. Lobbying Certification – Paragraph n**

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

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

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

## APPENDIX 2

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

#### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of 29 CFR 5.5 (a)(1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

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

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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



mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom then are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

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

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

**(2)** That each laborer or mechanic (including each helper, apprentices, and trainee) employed on the contract during the payroll period has been paid the fully weekly wages earned, without

rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3. (i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event of the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer

or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

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

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

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

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

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

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



**APPENDIX 3**

**Insert Applicable Davis Bacon Wage Rate Decision**

SECTION 00830

WAGE RATE DECISION

OWNER: City of Snellville, Georgia

PROJECT: Pate Lake Wall Renovation

WAGE DECISION: GA20210308

The following Wage Decision will be applicable to the subject project. It will be necessary for the CONTRACTOR to apply the wage decision to the work as described in Pate Lake Wall Renovation Request to Bid Forms.

Posters from the Department of Labor, Wage and Hour Division, and Occupational Safety and Health, must be displayed at the job site along with copies of the applicable wage decisions.

Certification is required that all laborers and mechanics engaged in the construction of the project, including those employed by subcontractors, have been paid not less than the wage rates required by the applicable wage decision.

END OF SECTION 00830



"General Decision Number: GA20220308 07/22/2022

Superseded General Decision Number: GA20210308

State: Georgia

Construction Type: Building

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

County: Gwinnett County in Georgia.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number 0 Publication Date 07/22/2022

ASBE0048-003 04/05/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.67	17.26

CARP1263-001 10/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 30.12	17.00

ELEC0613-004 09/02/2020

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 33.00	31%

ELEC0613-005 09/02/2020

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring).....	\$ 33.00	31%

ENGI0926-004 01/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe..	\$ 23.30	12.73

ENGI0926-005 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane.....	\$ 32.63	13.83

ENGI0926-006 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Forklift.....	\$ 33.18	13.83

IRON0387-002 01/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.64	13.92
IRONWORKER, STRUCTURAL.....	\$ 28.64	13.92

PLUM0072-003 08/01/2021

	Rates	Fringes
PIPEFITTER (Excluding HVAC Pipe and Unit Installation).....	\$ 33.68	16.11

(HVAC Pipe Installation Only).....	\$ 31.68	16.11
(HVAC Unit Installation Only).....	\$ 31.68	16.11
PLUMBER.....	\$ 33.68	16.11

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SHEE0085-022 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 34.58	15.24
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 34.58	15.24

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UAVG-GA-0001 04/15/2021

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.92	15.60

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SUGA2017-023 04/15/2021

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

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

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\*\* Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"