



Requests for Proposals (RFP) #22-01

Paris Business Center - Construction Manager

Proposals Due: January 24, 2022 @2 PM EST

RFP issued by:

City of Hiawasse

Hiawasse City Hall, 50 River Street, Hiawasse GA 30546

Denise McKay, Director of Economic Development

dmckay@hiawasseega.gov

Contents

Proposal Letter	3
Schedule of Events.....	4
Background and Purpose of Request for Proposals.....	5
Section 1 – Project Information	6
A. Request for Qualifications and Proposals.....	6
B. Project Scope	7
I. Preconstruction Services.....	7
II. Construction Scope	8
C. Project Delivery Method.....	9
Section 2 - Instructions for RFP	10
A. RFP Submission.....	10
B. Firm Qualifications.....	10
C. Project Proposal.....	13
D. Agreement.....	13
E. RFP Submittal Format	13
Section 3 – Evaluation Criteria.....	14
A. Selection Criteria.....	14
B. Finalist Notification/Award.....	15
Appendix A – Scope Documentation	16
Exhibit A: Paris Business Center - Architectural and Structural Drawings	16
Exhibit B: Paris Business Center Narratives	16
Appendix B – Project Delivery.....	16
Exhibit C: Fee and General Conditions Proposal Summary.....	16
Exhibit D: A133-2019	16
Appendix C – Required Forms.....	17
Exhibit E: Certification Form	17
Exhibit F: Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)	19
Exhibit G: Disclosure Statement	22
Appendix D - Federal Conditions.....	24
Exhibit H: Federal Conditions (ARC edition)	25
Exhibit I: ARC 019 WR Wage Rates.....	51

Proposal Letter

**(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION
MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (“RFP”) for Paris Business Center - Construction Manager (CM), for the City of Hiawasse (City”) for proposed fee and general conditions for the Project. The price(s) offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes a good faith offer. As such, if it is accepted in writing by the City of Hiawasse, then a contract will be negotiated by the two parties in accordance with the terms and conditions outlined in the proposal.

It is understood and agreed that we have read the City’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal (“Proposer”) for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Proposer.

Authorized Signature for Proposer _____

Date _____

Print/Type Name _____

Print/Type Proposer Name Here _____

Schedule of Events

EVENT	DATE
Owner issues public advertisement of RFP for a period of 30 days	December 15, 2021
In person site walk – please RSVP with Denise McKay, dmckay@hiawasseega.gov	11:00 a.m., January 05, 2022
Deadline for Receipt of Written Questions	January 10, 2022
Deadline for Posting of Written Answers to City’s Website	January 14, 2022
Deadline for submission of qualifications and proposals	2:00 p.m., January 24, 2022
Firms to advance to interview round are notified and interviews are scheduled	January 28, 2022
Owner completes evaluation, posts results, and issues notification to finalist firm	January 31, 2022

Background and Purpose of Request for Proposals

The Hiawassee Economic Development Department seeks to transform two dilapidated buildings at 71 Main Street and 79 Main Street into the Paris Business Center, which will be home to start-up businesses and entrepreneurial development. The project will create jobs, develop successful entrepreneurs, train workers, and provide space for a restaurant and two retail shops. It will catalyze development in downtown Hiawassee, motivate existing businesses to reinvest in their property, and make the area more attractive to business investors and to tourists.

The project focuses on areas critical to the community's vision, as articulated in the 2018 Downtown Strategic Plan. It will capitalize on the community's small-town character, location, and natural amenities; beautify downtown; and diversify the commercial core with new businesses.

The Hiawassee Economic Development Department is focused on improving economic conditions in the area. It knows that investing in the Paris Business Center will help it develop a diverse business mix which fosters economic security. In addition, the Center will give tourists a refreshing and interesting place to go when they are on their way to and from the beautiful recreation amenities in the area.

The Architect has completed the design through Schematic Design, and those documents are made available to prospective bidders to assist in the development of the RFP response.

A Structural Stabilization Scope of the two existing buildings was completed in September 2021. The stabilization work included but was not limited to the following:

Building A

- Temporary supports for Level 2 floor
- Roof repair
- Wall shoring at front of Building A

Building B

- Minimal wall bracing and wall repair
- Roof repair
- Temporary supports for roof

A walk-through video of the properties is available at:

<https://www.hiawasseega.gov/index.php/business/rfp-videos/324-pbc-rfp-video-october-2021>

Section 1 – Project Information

A. Request for Qualifications and Proposals

- a) The City of Hiawassee (City) is soliciting Requests for Proposals from firms interested in providing Construction Manager and general construction services for the project known as Paris Business Center Construction Manager ("Project"). Firms that respond to this RFP, and who are determined by The City of Hiawassee to be sufficiently qualified, may be deemed eligible, invited to interview, and offered proposals for these services. All respondents to the Request for Proposals (RFP) are subject to instructions communicated in this document, and are cautioned to completely review the entire RFP and follow instructions carefully. The City of Hiawassee reserves the right to reject any or all RFP responses, and to waive technicalities at the discretion of the Mayor.
- b) There will be no mandatory pre-proposal conference associated with this RFP.
- c) The cost for preparing this proposal is the sole responsibility of the Construction Manager. The City will not provide reimbursement for said costs. The City will hold all proposals in strict confidence.
- d) Proposers failing to comply with these instructions may be subject to scoring reductions. The City may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.
- e) Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Proposer's sole risk to assure delivery to the Director of Economic Development by the designated time. Late proposals will not be opened and may be returned to the Proposer at the expense of the Proposer or destroyed if requested.
- f) While the City has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
 - i. Cancel or terminate this RFP at any time. A notice of cancellation will be issued on the City's website. If the RFP is cancelled, the City will not reimburse any Proposer for the preparation of its proposal. Proposals may be returned upon request if unopened;
 - ii. Reject any or all proposals received in response to this RFP;
 - iii. Make a contract award, based directly on the proposals received, determined to be in the best interest of the City, in its sole discretion;
 - iv. Enter into further discussions with one or more Proposers;
 - v. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on the proposal;
 - vi. Not award if it is in the best interest of the City of Hiawassee; or
 - vii. Terminate any contract if the City determines adequate funds are not available.

B. Federal Conditions

This project has been made possible in part by funding from the Appalachian Regional Commission (ARC). Therefore, this project is subject to certain federal laws and conditions. For more information on the Federal Clause Conditions, please reference Appendix D.

The scope is to provide Construction Manager (CM) Services for two historic buildings, a total of 5,840 square feet, at 71 Main Street and 79 Main Street.

I. Preconstruction Services Scope

Preconstruction Services are to be included in the project scope:

- a) CM shall assign a Project Executive or Project Manager responsible for overseeing and coordinating the activities of all facets of the Construction Management effort.
- b) CM shall assign a Preconstruction Manager supported by an estimating staff to manage the cost estimating associated with the design process.
- c) CM shall provide a preliminary cost estimate of the Schematic Design documents and a subsequent, more detailed estimate of the forthcoming Design Development documents.
- d) At the conclusion of Construction Documents, an estimate shall be prepared and revised until an acceptable budget is established with the Owner.
- e) The CM's primary responsibility is to continuously review the construction documents to identify elements that are outside budget parameters.
- f) If an element is identified which exceeds the budget, the CM is then expected to do the following:
 - Immediately report issue to design team.
 - Search for alternative materials and systems to reduce cost of elements.
 - If value engineering is unacceptable to Owner, the CM is expected to search for other elements of the project that can be reduced in cost to offset the over-budget item.

Note: Preconstruction Services Manager is to support and assist the designer in making the design fit the budget, not just identify over-budget items.

- g) The CM shall distribute reports of this process to design team.
- h) Simultaneously, during this process, subcontractors shall be pre-qualified and interest in the project solicited to assure a comprehensive and competitive bidding process.
- i) The CM shall develop a critical path schedule, which includes milestones that the Construction Management team must meet to allow for adequate subcontractor bidding time and assure timely start of the Project.
- j) As portions of the construction documents are completed, the CM will begin converting the target budget cost to a Guaranteed Maximum Price.
- k) At 100% completion of construction documents, the CM will competitively bid project work categories to multiple subcontractors (at least three in each discipline).

Note: The CM will share all subcontractor bids, and all other pertinent cost information with Owner's Representative, and Owner's Representative shall confirm low bidder's acceptability.

During the "value engineering" effort in the preconstruction phase, the CM shall alert the Owner of any diminishment in quality or longevity of substitute construction methods and/or materials.

II. Construction Scope

The Construction Scope for the Project is outlined below. It is expected that during the preconstruction process, the CM will work with the Owner and design team as listed above in the Preconstruction Services scope:

Building A is a two-story, is 3,560-square-foot building in disrepair. It will be renovated to house two small retail spaces at street level to be used for start-up commercial enterprises. At the rear of the building will be conference rooms and a break area for the business incubator. Upstairs will be three additional conference rooms and a break room which will also be used by the business incubator. Outside on the second floor will be an open air bar and seating area for 50 people which will be operated by the restaurant tenant in Building B. This outdoor seating area will have a spectacular view of the mountains.

Building B is 2,280 square feet and will house a new restaurant. It will have a kitchen and a bar which will be fitted out by the tenant. The floor on the north half of the building will be raised so that the entire building is at sidewalk level to eliminate ADA ingress noncompliance. The indoor dining area will seat up to 50 people at tables and the bar. A new outdoor 465-square-foot patio will seat up to 32 people, and a decorative wood slat screen will block the prefab metal building behind. There will be an exterior stair and dumbwaiter to serve the neighboring roof deck dining area on Building A.

Both buildings will receive new metal awnings and signage, new windows and doors that match the historic character, and new flat roofs to replace the non-historical gable roofs. The brick on both buildings will need to be repaired and repointed. Both buildings require extensive structural work including a new roof structure, partial or completely new floor systems, and foundation work.

Due to the decades of neglect and new building codes, both buildings also need new mechanical, electrical and plumbing systems. New bathrooms, new HVAC systems and all new electrical systems will be installed. Building B and the retail spaces in Building A will be white box, but the retail spaces in Building A will be fitted out to be move-in ready for potential tenants. The space in Building A will be used by the business incubator and will be fully finished. Both buildings will receive fire alarm systems and be fully sprinklered.

The site work around the buildings is fairly minimal. A grease trap will be installed underground in the plaza. The plaza will be softened with crushed aggregate zones for tables, chairs, and planters. A new concrete ramp and walkway will bring people down 6 inches from the sidewalk elevation to the sunken plaza.

To maximize space, the existing stairs will be relocated to the back of the building. The retail spaces will each have an entrance directly out onto the plaza. The business incubator will have its own entry off of the alley. This alley will have a concrete walkway to be poured at the plaza elevation. Planters, string lights, murals, and branded graphics will guide users to this entrance. The building roofs will drain to a pipe drainage system that will let water out into bioswales at the rear of the property.

Proposer is to refer to the provided architectural plans and engineering narratives for the full scope of work.

- **Exhibit A - Paris Business Center - Drawings.pdf**
- **Exhibit B - Paris Business Center - Narratives.pdf**

C. Project Delivery Method

The Project will be designed and constructed utilizing a Construction Management approach to the work. The Construction Manager will be involved immediately upon its selection, following the Scope outlined in Section 1, B. I (Preconstruction Services Scope).

The Construction Manager will assist the Owner and Architect during the pre-construction activities including costing; review of documents for means and methods, and constructability; and participation in value engineering and cost reduction activities. However, the periodic design, cost, and value engineering review would be a collaborative effort involving the selected Construction Manager and other team members to ensure that construction costs conform to budgets and to enable the Construction Manager to commit to a Guaranteed Maximum Price, hereafter GMP. The Construction Manager would be charged with the lead in organizing, scheduling, pricing, and coordination of the construction.

In the event that all efforts are exhausted, and the budget is not achieved by the selected Construction Manager, the Owner will have the option to competitively bid the Project with a group of Owner-selected General Contractors.

Section 2 - Instructions for RFP

A. RFP Submission

All firms responding are cautioned to read this RFP carefully for understanding. If there are questions pertaining to this RFP, request clarification from Owner. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the Proposer shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

B. Firm Qualifications

To be deemed eligible for evaluation, firms must meet the following minimum qualifications and provide proof of compliance in their RFP response:

Minimum Qualifications Required

- a) The firm or its principals are not currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority.
- b) The firm or its principals have not been terminated for cause or currently in default on any public works contract.
- c) Firm must have sufficient bonding capacity for anticipated total cost of work. Only those sureties listed in the Department of Treasury's Listing of Approved Sureties are acceptable to the Owner. At the time of issuance, all insurance and bonds must be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance. Such company shall be an insurer (or, are qualified self-insured or group self-insureds, and may have purchased specific excess insurance coverage within statutory limits) with an A.M. Best Financial Strength rating of "A-" or better and an A.M. Best Financial Size Category of Class V or larger.
- d) Firm must have a current Contractor's Public Liability Insurance policy, and must be insurable in the following amounts: Bodily injury, including death- limits of \$1,000,000 for each accident. Property damage- limits of \$2,000,000 for each accident and \$3,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.)
- e) Firms must have all necessary, valid and current licenses to do business in the State of Georgia.
- f) Firm must demonstrate sufficient cash flow to undertake the project.
- g) The firm must demonstrate a commitment to safety with regard to Worker's Compensation.

Proposer is to submit the following information for evaluation of firm qualifications.

Qualifications Submittal Format

- a) Letter of Interest: A letter executed by a principal of the CM firm committing to the requirements specified in this Request. Provide a brief summary of the firm's experience and capabilities in related endeavors with public agencies and why you are interested in this project. Provide an explanation of what differentiates your team as the best candidate for this project.
- b) Description of Firm: Provide basic company information including name of firm; street address, mailing and e-mail addresses; phone and fax numbers; and the name of a primary contact in regard to this submittal. Provide the number of years the firm has been in business, form of ownership, and state of incorporation. If the firm has multiple offices, the RFP submittal should primarily include information about the office that will perform the work.
- c) Experience – Adaptive Reuse: Provide examples of specific project experience in historic preservations and/or adaptive reuse including experience relevant to the type of project to be constructed. Describe two to three roughly equivalent projects that demonstrate the firm's capabilities to perform the project at hand. For each project, the following information should be provided:
 - a. Project name and dates during which the project was constructed.
 - b. List the Development Team - Owner/Developer, architect. Include contact information for each.
 - c. Total project cost.
 - d. Project location and governing municipality.
 - e. Physical description (square footage, photo depiction, scope of work, techniques used, drawings, and/or efficacy reports).
 - f. Brief description of project services provided by the Proposer.
 - g. General description of construction methods, including foundation type, structural framing, and ancillary development (retail, recreation, parking structures, etc.).
- d) Experience - General: Provide examples of specific projects that demonstrate your company's capability in performing any type of project. Provide up to ten (10) projects that demonstrate the firm's capabilities to perform the project at hand. For each project, the following information should be provided:
 - a. Project name and dates during which the project was constructed.
 - b. List the Development Team - Owner/Developer, architect. Include contact information for each.
 - c. Total project cost.
 - d. Project location and governing municipality.
 - e. Physical description (square footage, photo depiction, scope of work, techniques used, drawings, and/or efficacy reports).
 - f. Brief description of project services provided by the Proposer.
 - g. General description of construction methods, including foundation type, structural framing, and ancillary development (retail, recreation, parking structures, etc.).

- e) References: Include one to two references for each project mentioned above. Provide the name, address, telephone number, and e-mail address of each contact. Explain the role the contact played in the project and how closely the contact worked with your firm.
- f) Personnel: Provide general information about the firm's personnel resources, including classifications, number of employees, locations and staffing of offices. Summarize the qualifications, experience, education, background information, and other significant information for each proposed key member of the team.
- g) Local and Minority Participation and Outreach Program: Describe your firm's program and/or policies in regard to local and minority participation and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (MIWBE) participation.
- h) Financial Information: Supply financial and main banking references. List the firm's total annual billings for each of the past three calendar years. What percentage of your firm's work has been negotiated during the past three years? Has the firm ever failed to complete, or been removed from any project that it has been awarded? The CM selected will be required to provide a 100% performance and payment bond for the entire amount of the cost of construction; confirm your ability to meet this requirement and provide your firms' bonding rate for a project of this value.

C. Project Proposal

Proposer is to carefully review the exhibits and Project Scope description to provide the following information.

1. Please submit your proposed Fee and General Conditions using the attached **Exhibit C - Fee and General Conditions Proposal Summary**.
2. Preliminary milestone Construction Schedule for the Project based on the GC's experience with similar projects. We would like this schedule to be representative of a well-coordinated team effort. Schedule should indicate durations for:
 - a. Construction Drawings (including final GMP costing).
 - b. Permitting.
 - c. Construction (show key milestones, and procurement of major components, such as structural procurement, etc.).
 - d. Close-out and Punch List.

D. Agreement

The Standard Form of Agreement Between Owner and Construction Manager as Constructor (annotated) is attached hereto as **Exhibit D - A133-2019**. Please review this Form of Agreement and indicate your acceptance of this agreement. The Owner requires the Agreement to be implemented per the terms of the boilerplate, unless there are some unique conditions associated with this Project. Regarding the specific terms of the contract, please provide the following:

1. Provide the legal name of your company to appear on the contract, your address, and the company officer who will execute the document.
2. Labor burden percentage to be included in the contract document for your own forces.
3. Markup for combined overhead and profit for change orders.

Because this project is funded in part by an Appalachian Regional Commission (ARC) grant, any unutilized funds will revert back to the ARC. Please indicate your acceptance of these terms.

E. RFP Submittal Format

Submit Firm Qualifications, Full Cost Proposals, and Proposed Construction Schedule as instructed below.

The Proposer is to ensure that all requested information and exhibits have been provided in full. Information should be focused on relevant experience and qualifications appropriate to this project. Submit one electronic document (pdf format). Document size is to be under 10MB.

Please submit your response prior to 2:00pm, January 24, 2021, in electronic form to:

dmckay@hiawasseega.gov

City of Hiawassee

Denise McKay, Director of Economic Development
Hiawassee City Hall
50 River Street
Hiawassee GA 30546

Section 3 – Evaluation Criteria

Selection of the General Contractor (GC) will be a multi-step process.

After receiving the digital RFP submissions, the Selection Committee will review the proposals and select three to five semifinalists. The Selection Committee will schedule and conduct interviews with the semifinalists. Then, the Selection Committee will carefully evaluate all information and select the finalist.

A. Selection Criteria

Criteria for the evaluation are listed below:

10% Factor} Stability of the firm. This shall include the documented financial viability of the firm, the firm's years of successful operation, stability of management structure and Ownership, active litigation and litigation history, proven ability to consistently gather resources for projects similar to the Paris Business Center project in size, type, complexity, and location.

25% Factor} Skill of proposed staff. An evaluation of how well the proposed design and construction team demonstrates the skills and competence in design and construction and of its understanding of the Owner's overall goals for the project.

15% Factor} Firm's relevant project experience and qualifications, including the demonstrated ability of the firm in effective management of design and construction pertaining to similar facilities of comparable complexity, size, and function, for Owners such as other municipalities and other similarly-structured organizations. This includes relevant experience and qualifications of the firm's principal Owner, Project Manager, and Superintendent.

10% Factor} Firm's suitability to provide construction for the project, including the firm's apparent fit to the project type and/or needs of the Owner, any unique qualifications for the project, current and projected workloads, the proximity of office to project location, non-discrimination policies, and record of addressing public safety, environmental concerns, and special services. Points will also be awarded based on a firm's commitment to hiring local workers and subcontractors.

30% Factor} Proposed Fee and General Conditions will be evaluated by the Selection Committee for compatibility with project goals. The lowest proposed fee and general conditions is awarded 30 points. Higher fees and general conditions will be scored on a pro rata basis.

10% Factor} Proposer's responses to various interview panel questions.

B. Finalist Notification/Award

The name of the firm selected as finalist will be posted on the Georgia Procurement Registry. The Owner will contact the firm selected as finalist and coordinate a time to discuss and potentially negotiate services. Negotiations may then be initiated with the firm to finalize the terms and conditions of the contract, including the fees to be paid. In the event a satisfactory fee agreement cannot be reached with the highest scoring firm, the Owner will formally terminate the negotiations in writing and enter into negotiations in turn with the second highest scoring firm, and so on until a mutual agreement is established and the Owner awards a contract. The actual Form of Contract shall be developed by the Owner.

Appendix A – Scope Documentation

Exhibit A: Paris Business Center - Architectural and Structural Drawings

Exhibit A - Paris Business Center - Drawings.pdf

Exhibit B: Paris Business Center Narratives

Exhibit B - Paris Business Center - Narratives.pdf

Appendix B – Project Delivery

Exhibit C: Fee and General Conditions Proposal Summary

Exhibit C - Paris Business General Conditions Matrix.xlsx

Exhibit D: AIA A133 GMP Amendment

Exhibit D - AIA A133 GMP Amendment.pdf

Appendix C – Required Forms

Exhibit E: Certification Form

I, _____, being duly sworn, state that I am _____ (title) of _____ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the Proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the Proposer or any principal employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner and/or the City of Hiawassee may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner and/or the City of Hiawassee may contact any individual or entity named in the Request for Proposals for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01. Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

I acknowledge and agree that all of the information contained in the RFP response is submitted for the express purpose of convincing the Owner that the Proposer meets or exceeds all proposal requirements and qualifies for the contract award.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

Name and Title of Proposer or Proposer's Representative

Signature of Proposer or Proposer's Representative

Sworn and subscribed before me

This ____ day of _____, 20__.

Printed Name of NOTARY PUBLIC

Signature of NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

SUBSCRIBED AND SWORN BEFORE ME THIS

_____ DAY OF _____, _____.

Notary Public: _____

My Commission expires: _____

(SEAL)

**As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Information Services Bureau of the U.S. department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

SUBCONTRACTOR AFFIDAVIT

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 as a subcontractor for _____, the contractor which has a contract with Murray County, Georgia, has registered with, is authorized to use and is participating in a federal work authorization program* [any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The user identification number and the date of authorization for this subcontractor to use the federal work authorization program are set forth below. The undersigned subcontractor is using and will continue to use the federal work authorization program throughout the contract period.

E-Verify* User identification Number

Date of Authorization for Subcontractor

Company Name

By: _____
Authorized Officer or Agent of
Subcontractor

Date of signing this Affidavit

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME THIS

_____ DAY OF _____, _____.

Notary Public: _____

My Commission expires: _____

(NOTARY SEAL)

**As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Information Services Bureau of the U.S. department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

Exhibit G: Disclosure Statement

All proposers should be aware that the project you are submitting a proposal on is a public project, and the Owner (the City of Hiawassee) is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, the City of Hiawassee shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years (from the date of application) between your firm and the City of Hiawassee, the Using Agency, or the ultimate end-user of the proposed project.

Insert Response

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to the City of Hiawassee, the Using Agency, or the end-user of the proposed project within the prior one-year period (from the date of application).

Insert Response

4. A conflict of interest or potential conflict of interest is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with the City of Hiawassee, the Using Agency, or the end-user of this project.

Insert Response

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the RFP. Requests for Proposals (RFP) # 21-03 Paris Business Center - Construction Manager At-Risk City of Hiawasse, RFP #21-03p. 21

Name of Firm

Authorized Signature

Date

Appendix D – Federal Clause Conditions

Exhibit H: Federal Conditions (ARC edition)

Exhibit I: 21-ARC 019 WR Wage Rates

Federal Contract Conditions

<i>ITEM</i>	<i>PAGE</i>
Provision for Remedies Clause	2
Termination Clause	3
Equal Employment Opportunity (EEO) Clause	4
Standard Federal EEO Specifications (EO 11246)	5
Notice of Requirement for Affirmative Action	10
Certification of Nonsegregated Facilities	11
Standard Federal Labor Standards Provision	12
Contractor Certification Regarding Debarment, etc.	20
Clean Air and Clean Water Act Compliance	21
Performance, Payment and Bid Bonds	22
Contractor Affidavit and Agreement (for compliance with O.C.G.A. 13-10-91)	23
Subcontractor Affidavit and Agreement (for compliance with O.C.G.A. 13-10-91)	24
Wage Rate Decision	Included in RFP

"Provision for Remedies" Clause

1.) **Termination:** Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the contractor shall fail to fulfill its obligations under this contract in a timely and proper manner or if the contractor shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/County may terminate this contract by giving written notice to the contractor and surety of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the City/County for any additional cost incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. Furthermore, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.

2.) **Liquidated Damages for Delays.** If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed and agreed liquidated damages (it being impossible to determine the damages occasioned by the delay) for each working day of delay, until the work is completed, the amount as set forth in (*insert location of liquidated damages statement, normally found in the Contract General Conditions*) and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

3.) **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(a) 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;

(b) To any acts of the Owner;

(c) To causes not reasonable 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 the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

(d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs

(a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the 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, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

"Termination for Convenience Clause"

1.) Termination for Convenience of the Owner:

The Owner may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the Owner as provided herein, the contractor will be paid a fair payment as negotiated with the Owner for the work completed as of the date of termination.

Equal Employment Opportunity (EEO) 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 the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the 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 for employment without regard to race, color, religion, sex or national origin.
- 3.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6.) In the event of the Contractor's noncompliance with the nondiscrimination 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, 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 administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1.) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

c.. "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, US. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trade which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The

overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4.) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5.) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6.) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7.) The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect

to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reasons therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source. The

Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment of minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8.) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of those Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9.) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10.) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race color, religion, sex or national origin.

11.) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13.) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.S.

14.) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15.) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1.) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2.) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetable:</u>	<u>Goals for minority participation</u>	<u>Goals for female participation</u>
Until Further Notice	19.5%	6.9%

These goals are applicable to each non-exempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or non-Federally related project, contract or sub-contract.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3.) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4.) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *(insert description of the economic area in which the contract will be performed, giving the city, SMSA or non SMSA designation, and a list of the counties included in the economic area).*

Certification of Nonsegregated Facilities

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

FEDERAL LABOR STANDARDS PROVISION
Georgia Community Development Block Grant

Applicability

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

A.1.(i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll 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 Part 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) The contracting officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification 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, US. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 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 (or under the United States Housing Act of 1937 for under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project.) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program (Approved by the Office of Management and Budget under OMB Control Numbers 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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), US. Government Printing Office, Washington, DC, 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 Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

4.(i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the US. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the 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 journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an 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 US. 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 journey hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, 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 performs. In addition, any trainee 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. 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 this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounded for termination of the contract, and for debarment as a contractor and 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 a labor standards provision of this contract shall to be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the US. 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 US. Criminal Code, 18 U.S.C. 1001. Additionally, US. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes

any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

(4) **Subcontracts:** The contractor or subcontractor shall insert in any 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

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

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

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

**ACCEPTABLE ALTERNATE WORK SHEET FOR CONTRACTOR
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION (LOWER-TIER PARTICIPANT) FOR HUD
PROGRAMS**

Certification regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion-Lower-Tier Covered Transactions pursuant to 24 Code of Federal
Regulations, Part 24.510(b).

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below.

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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will 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 agency with which this transaction originated.

It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor

Name _____ Date _____

Title _____ Address _____

City _____ State _____ Zip _____

NON-CERTIFICATION:

As the perspective lower-tier participant, I am unable to certify to statements in this Certification as explained in the attachment to this proposal.

Contractor

Name _____ Date _____

Title _____ Address _____

City _____ State _____ Zip _____

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

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations:

- 1.) The Contractor shall require of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 4C CFR 15.20.
- 2.) The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act as amended, (330 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.
- 3.) The Contractor will provide prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4.) The Contract will include or cause to be included the criteria and requirements to paragraph (1) through (4) of this section in every nonexempt subcontract and take such action as the Government will direct as a means of enforcing such provisions.

PERFORMANCE, PAYMENT and BID BONDS

Contract Performance and Payment Bonds issued in the full amount of the contract are required by federal procurement rules if the contract is for \$100,000 or more.

A Bid Bond or other security is required by federal rules whenever the contract is for \$100,000 or more.

Generally these bonds must be issued by a surety company satisfactory to the local government, qualified to do business in Georgia, and in a format meeting the federal and state legal requirements. The bonding company must also appear on the "List of Acceptable Sureties" published annually by the US Department of the Treasury.

DCA recommends that CDBG Recipients be sure to assign responsibility for reviewing construction bonds. This job may be given to the local attorney, the grant administrator, or the project architect/engineer. Specific duties include verification that the agent is licensed by the state and authorized by the bonding company and verification through the Insurance Commissioner that the company is financially sound and licensed in Georgia. The actual bond should also be reviewed and verified as being valid.

Requests for Proposals (RFP) # 22-01
Paris Business Center - Construction Manager

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Murray County, Georgia has registered with, is authorized to use and is participating in a federal work authorization program* [any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The user identification number and the date of authorization for the affiant are set forth below. The undersigned contractor is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Murray County, Georgia, that undersigned shall require as a condition of such employment or contract that contractor or subcontractor registers and participates in a federal work authorization program to verify information of all newly hired employees. In addition, contractor will secure from such contractor(s) or subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a notice of identity of such contractor or subcontractor together with a copy of each such verification to Murray County, Georgia within five (5) business days after the time the contractor(s) or subcontractor(s) is retained to perform such service.

E-Verify* User identification Number

Date of Authorization for Contractor

Company Name

By: Authorized Officer or Agent

Date

Requests for Proposals (RFP) # 22-01
Paris Business Center - Construction Manager

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS

_____ DAY OF _____, _____.

Notary Public: _____

My Commission expires: _____ (SEAL)

**As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Information Services Bureau of the U.S. department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

SUBCONTRACTOR AFFIDAVIT

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 as a subcontractor for _____, the contractor which has a contract with Murray County, Georgia, has registered with, is authorized to use and is participating in a federal work authorization program* [any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The user identification number and the date of authorization for this subcontractor to use the federal work authorization program are set forth below. The undersigned subcontractor is using and will continue to use the federal work authorization program throughout the contract period.

Requests for Proposals (RFP) # 22-01
Paris Business Center - Construction Manager

E-Verify* User identification Number

Date of Authorization for Subcontractor

Company Name

By: _____

Authorized Officer or Agent of
Subcontractor

Date of signing this Affidavit

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME THIS

_____ DAY OF _____, _____.

Notary Public: _____

My Commission expires: _____

(NOTARY SEAL)

**As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Information Services Bureau of the U.S. department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

Requests for Proposals (RFP) # 22-01
Paris Business Center - Construction Manager

Exhibit I

12/6/21, 9:01 AM

SAM.gov

ELEVATOR MECHANIC.....\$ 39.32 32.645

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

 ENGI0926-034 07/01/2020

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

 PLUMB0072-024 08/01/2018

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Pipe, HVAC Unit, & HVAC Electrical /Temperature Controls).....	\$ 28.48	15.91

 SUGA2012-023 08/11/2012

	Rates	Fringes
CARPENTER.....	\$ 18.91	3.37
CEMENT MASON/CONCRETE FINISHER...	\$ 12.89	0.00
ELECTRICIAN.....	\$ 23.34	3.70
IRONWORKER, REINFORCING.....	\$ 17.72	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.75	0.00
LABORER: Common or General.....	\$ 11.46	0.00
LABORER: Pipelayer.....	\$ 15.50	0.00
OPERATOR: Backhoe/Excavator....	\$ 14.00	0.00
OPERATOR: Oiler.....	\$ 12.00	0.00
PAINTER: Brush, Roller and Spray.....	\$ 14.77	0.27
PLUMBER, Excludes Installation of HVAC Pipe, HVAC Unit, and HVAC Electrical/Temperature Controls.....	\$ 17.54	1.27
ROOFER.....	\$ 13.62	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 24.89	9.09
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 15.77	0.00

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

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 www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

<https://sam.gov/wage-determination/GA20210104/1>

Requests for Proposals (RFP) # 22-01
Paris Business Center - Construction Manager

12/6/21, 9:01 AM

SAM.gov

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PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

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ENGI0926-034 07/01/2020

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Unlisted classifications needed for work not included within

<https://sam.gov/wage-determination/GA20210104/1>