	Macon-Bibb County **Procurement Department** **700 Popular Street, Suite 308** **City Hall** **Macon, GA 31201** **Phone: 478-803-0550** **Website: www.maconbibb.us/category/bids/** *Laura Hardwick* **Laura Hardwick** **Procurement Director**

INVITATION FOR BID

Bidder's Sealed Envelope shall be marked with the following information:

MAINTENANCE PLAN FOR BROADVIEW ROAD IN MACON- BIBB COUNTY, GEORGIA

SCHEDULE OF IFB PKG # 27-003-LH

Project # P1 0020056

Solicitation Issued	**September 2, 2026**
A Non-Mandatory Pre-Bid Conference is scheduled for September 16, 2026, at 10:00 A.M. at the Macon-Bibb County Procurement Department Conference Room, 700 Popular Street, Suite 308, Macon, GA 31201.	**September 16, 2026** **10:00 A.M.**
Deadline for requests for clarifications and questions. These requests must be emailed to: Lhardwick@maconbibb.us	**September 25, 2026** **12:00 P.M.**
Clarifications, modifications and/or answers will be posted on the Macon-Bibb County website: www.maconbibb.us/category/bids	**October 5, 2026** **3:00 P.M.**
Sealed bids will be accepted until the opening date and time. Any late submittals received will not be considered. Submittals are to be delivered to Macon-Bibb County Procurement Department, 700 Popular Street, Suite 308, Macon, GA 31201.	**October 15, 2026** **12:00 P.M.**
Sealed bids will be opened.	**October 15, 2026** **2:00 P.M.**

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD		
COMPANY NAME:		**DATE:**
MAILING ADDRESS:		**PHONE:**
CITY:		**FAX:**
STATE:	**ZIP:**	**SSN OR FEDERAL TAX ID:**
EMAIL:	**TITLE OF AUTHORIZED REPRESENTATIVE:**	
PRINTED NAME:	**AUTHORIZED SIGNATURE:**	

If you do not want to respond to this solicitation or would like to be removed from the Vendor Data Base, mark the appropriate space and return this sheet only and fax/mail to this office immediately. Remove our firm from your Vendor's List for this service __No Bid will be submitted

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INFORMATION AND INSTRUCTIONS TO BIDDERS

1. **Invitation for Bids:** This Invitation for Bids ("IFB") is for qualified Bidders ("Bidder" or "Bidders") to provide Maintenance for Bondsview Road. in Bibb County, Georgia. A detailed Scope of Work is set forth in this IFB

2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the Macon-Bibb County Code of Ordinances. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the County's Code of Ordinances, which laws are incorporated into this IFB by reference.

3. **Minimum Qualifications:** Each Bidder and team member shall have the minimum experience set forth in this IFB. Bidders submitting a bid in excess of $2,000,000 must be prequalified with GDOT. Bidders submitting a bid of $2,000,000 or less must be either a pre-qualified contractor or a registered subcontractor with GDOT.

4. **Certificate of Authority to Transact Business in Georgia:** Each Bidder must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.

5. **Business License:** Bidder is requested to submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder is requested to submit a valid county or city business license. If Bidder is a joint venture, Bidder is requested to submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.

6. **Professional License:** Proponent must attach a copy of any professional license required by this IFB with its response.

7. **General Contractor's License:** Bidders responding to this IFB must provide a copy of its current Georgia General Contractor's License as required by O.C.G.A. § 43-41-6, et seq. The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid will result in the proposed Bid being deemed non-responsive.

8. **No Offer by County and Firm Offer by Bidder:** This solicitation does not constitute an offer by County to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This solicitation is only an invitation for offers from interested Bidders and no offer shall bind County. A Bidder's offer is a firm offer and may not be withdrawn except as provided in this IFB, and in the County's Code of Ordinances and other applicable laws.

9. **Bid Duration:** Bids submitted in response to this IFB must be valid for a period of One Hundred and Twenty (120) calendar days from the Bid Submission Deadline and must be marked as such.

10. **Bid Submission Deadline:** Responses to this IFB will be received by the Macon-Bibb County Board of Commissioners Procurement Department, 700 Poplar Street, Suite 308, Macon Georgia 31201, until **12:00 p.m., Eastern Standard Time (E.S.T.)** on **Thursday, October 15, 2026**. Late bids will not be considered. Envelopes shall be identified on the outside as "Bid # 27-003-LH– **Maintenance Plan for Broadview Road in Macon-Bibb County, Georgia"** and delivered by hand or mailed to:

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201

11. **Pre-Bid Conference:** Each Bidder, or its representative, is required to attend the **Non-Mandatory** Pre-Bid Conference scheduled for Wednesday**, September 16, 2026**, at **10:00 a.m. ET** at the Macon-Bibb County Procurement Department Conference Room, 700 Popular Street, Macon, Georgia, 31201. During the Pre-Bid Conference, the general requirements of the project will be discussed. Any additional questions raised by potential Bidders will be discussed. Verbal answers to questions during the Pre-Bid Conference will not be authoritative. Each Bidder must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

12. **Solicitation Questions; Prohibited Contacts:** Any questions regarding this IFB should be submitted in writing to Laura Hardwick, Procurement Director, Macon-Bibb County Procurement Department, 700 Popular Street, Macon, Georgia, 31201, or by email to Lhardwick@maconbibb.us , on or before Friday**, August 21, 2026, by 3:00 pm E.S.T**. Questions received after the designated period may not be considered. Any response made by the County will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this solicitation by monitoring the County's website at: ***www.maconbibb.us/category/bids/*** No Bidder may rely on any verbal response to any question submitted concerning this IFB. All Bidders and representatives of Bidders are strictly prohibited from contacting any other County employees, County Officials, Elected Officials or any third-party representatives of the County on any matter having to do with this IFB. All communications by any Bidder concerning this IFB must be made to the Macon-Bibb County Procurement Department.

13. **Ownership of Bids:** Each Bid submitted to the County will become the property of the County, without compensation to a Bidder for the County's use, in its discretion. The County shall not be liable for any bid preparation costs incurred by Bidder.

14. **Georgia Open Records Act:** Information provided to the County is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]".

15. **Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Agreement that may be awarded pursuant to this IFB are set forth in Appendix B, Bonding and Insurance Requirements. Bidder must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder, if any. For purposes of this section, "Bidder" shall mean an individual, corporation or other corporate entity submitting a bid in connection with this

solicitation, including each joint venture partner if Bidder is a joint venture.

16. **Applicable GDOT Disadvantaged Business Program:** The DBE Programs applicable to this solicitation are set forth in Appendix A: Contract Compliance Requirements, included in this IFB. By submitting a Bid in response to this solicitation, each Bidder agrees to comply with such applicable DBE Program.

17. **Sub-contractors and Manufacturers:** Bidders are required to submit, in writing, the addresses of any proposed Sub-Contractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed subcontractors. County reserves the right to disapprove any proposed Sub-Contractors whose technical or financial ability, or resources, or experience are deemed inadequate.

18. **Examination of Bid Documents:**

18.1 Each Bidder is responsible for examining with appropriate care the complete IFB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid. Bid documents may be examined and obtained at Macon-Bibb County Procurement Department by calling (478)803-0550 or may be viewed and downloaded from one of the links included below:

Georgia Procurement Registry web site: https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
Macon-Bibb Procurement page: www.maconbibb.us/category/bids/

18.2 Each Bidder shall promptly notify County in writing should the Bidder find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the IFB. Replies to such notices may be made in the form of an addendum to the IFB, which will be issued simultaneously to all potential Bidders.

18.3 County may in accordance with applicable law, by addendum, modify any provision or part of the IFB at any time prior to the Bid due date and time.

18.4 Each Bidder must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

18.5 The County may waive any technicalities and formalities. The County reserves the right to cancel the IFB in its entirety.

18.6 Unit price must be shown on the Bid Cost Form in this IFB. All bids shall be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors. The quantities shown on the bid cost form are estimates based on the known conditions. The quantities indicated in the "As Directed by Engineer" Column are included in the Total Quantity and are included in anticipation of the unknown conditions that may exist and may be discovered during the execution of this contract.

18.7 Pursuant to the Macon-Bibb County Code of Ordinance, bids may be disqualified by the Macon-Bibb Board of Commission as a result of, but not necessarily limited to, the following reasons:

18.7.1 Failure to follow Macon-Bibb County's bid schedule;
18.7.2 Failure to return applicable compliance and/or specification sheets;
18.7.3 Failure to return applicable addenda;
18.7.4 Failure to provide information on alternates or equivalents, when allowed;

- 18.7.5 Failure to provide bid bond when specifically stated will result in automatic rejection;
- 18.7.6 Failure of Bidder to sign all requested documents;
- 18.7.7 Failure to submit bid by deadline;
- 18.7.8 Failure of Contractor to extend prices;
- 18.7.9 Failure to hold firm pricing;
- 18.7.10 Failure to meet specified delivery requirements; and
- 18.7.11 Prices for services or items that exceeds the department's budgeted amount allowed for those items.

19. **Illegal Immigration Reform and Enforcement Act:** This IFB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein as Forms F6.6 and F6.7, Appendix C, Required Submittal Forms must be submitted with the Bid at the time of submission. <u>Under state law, the County cannot consider any Bid which does not include the completed forms.</u> Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders intending to do business with the County are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on County solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <u>https://e-verify.uscis.gov/enroll</u>.

21. **Award and Execution of Agreement:** If the County awards an Agreement pursuant to this solicitation, the County will prepare and forward to the Bidder an Agreement for execution substantially in the form of the Draft Agreement included in this IFB. All Bidders should thoroughly review the document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the Bidder's response to the Invitation for Bids. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County. Bidder should review any proposed revisions with an Authorized Representative having authority to execute the Agreement. Upon approval of the Bidder by the Macon-Bibb County Board of Commissioners, the County will provide the Bidder with three (3) unsigned Agreements. The Bidder shall execute and return to the County three (3) Agreements, with required insurance certificates and other documents as listed in this IFB or required by the County, no more than ten (10) calendar days after receipt of the Agreement.

22. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this IFB.

23. **Conflict of Interest:** Bidders are advised to read and familiarize themselves with the conflict of interest provisions of this IFB. The County reserves the right to issue IFBs for specific projects that are independent of IFB # 27-003-LH Maintenance Plan for Bondsview Road in Bibb County, Georgia except as stated in this IFB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, successful Bidders under this IFB are not precluded from responding to such solicitations.

24. **Tax Exemption Status:** The County is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by Bibb County. Exemption certificates are furnished upon request.

25. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

26. **Non-Collusion**

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of its bid, said Bidder did not either directly or indirectly enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

27. **Bid Bond**

Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner in amount not less than five percent (5%) of the total base bid. This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award. If Contract is awarded, the Bidder will promptly enter into a Contract and furnish Performance Bond and Payment Bonds as provided by law and approved by Macon-Bibb County. This results in a Performance Bond of 100 Percent (100%) of the Contract amount and a Payment Bond of 110 Percent (110%) of the Contract amount.

28. **Bidder Representation**

Each bidder, by making his bid, represents that he has read and understands the bidding documents; and visited the site, and become familiar with the local conditions under which the work is to be performed. Bidders shall examine the areas wherein work of this project is to be carried out and shall take in to consideration all conditions that might affect his work. Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein. No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

29. **Document Discrepancies**

Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than seven (7) days prior to receipt of bids, email preferred to LHARDWICK@MACONBIBB.US. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids. Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

IFB PACKAGE # 27-003-LH
Maintenance Plan for Bondsview Road
Macon-Bibb County, Georgia

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your bid.
2. It is the sole responsibility of each bidder to ensure that their bid is inclusive of all submittals outlined below or elsewhere in this IFB.
3. **Failure to submit any of the items below may cause rejection of the Bid. Bidder must return each and every page of this IFB**
4. The bid documents must be submitted as follows: one (1) marked "Original" and two (2) identical copies including all required attachments labeled with the Name and Number of the IFB. Please submit a Flash Drive containing an electronic copy of the Bid Cost Form in the Excel spreadsheet format as provided in the IFB.
5. The County will not consider any bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).
6. Any modifications to the Bid Cost Form may result in a bid being deemed Non-Responsive.

	DOCUMENTATION DESCRIPTION	INITIAL IF INCLUDED
1.	BID SOLICITATION FORM	_______
2.	BID	_______
3.	SUBMITTAL CHECKLIST (THIS FORM)	_______
4.	ADDENDA (IF APPLICABLE)	_______
5.	BID COST FORM (ATTACHMENT B)	_______
6.	REQUIRED FORM SUBMITTALS (APPENDIX C)	
	F6.1 W-9 FORM	_______
	F6.2 NON-CONFLICT OF INTEREST	_______
	F6.3 NON-COLLUSION FORM	_______
	F6.4 BUSINESS ENTITY CERTIFICATE	_______
	F6.5 CERTIFICATE OF AUTHORITY-JOINT VENTURE	_______
	F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT	_______
	F6.7 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUB-CONTRACTOR AFFIDAVIT	_______
	F6.8 SUB-CONTRACTOR INFORMATION FORM	_______
	F6.9 ACKNOWLEDGEMENT OF BIDDER	_______
	F6.10 REFERENCE AND RELEASE FORM	_______
	F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	_______
	F6.12 EXCEPTION TO SPECIFICATION FORM	_______
7.	PROFESSIONAL LICENSE (GENERAL CONTRACTOR'S LICENSE)	_______
8.	BUSINESS LICENSE	_______
9.	DISAVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM	_______
10.	GDOT PREQUALIFICATION DOCUMENTATION	_______
11.	BID BOND	_______

Printed Name	**Title**	**Date**
Signature	**Firm Name**	
Email Address	**Phone Number**	

IFB PACKAGE # 27-003-LH
Maintenance Plan for Bondsview Road
Bibb County, Georgia

1. INTRODUCTION

1.1 INTENT TO AWARD

The County intends to award to the overall lowest, responsive, and responsible Bidder; however, the County reserves the right to make multiple awards, awards based on lowest unit cost, or no award. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and establish a schedule of work.

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

1.1.1.1 Has the appropriate and adequate technical experience required.

1.1.1.2 Has adequate personnel and equipment to perform the work expeditiously.

1.1.1.3 Able to comply with the required or proposed delivery and installation schedule.

1.1.1.4 Has a satisfactory record of performance.

1.1.1.5 The ability of the Bidder to provide future maintenance and/or service.

1.1.1.6 Has adequate financial means to meet obligations incidental to the work.

1.1.1.7 Such other factors as the County deem to be pertinent to either the bid or the contract.

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

1.2 SUB-CONSULTANTS AND SUB-CONTRACTORS

1.2.1 Bidder must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this IFB. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this IFB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Bidder is not responsible.

1.2.2 All proposed Sub-Consultants and Sub-Contractors must be listed in the Bidders response. Bidder must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the Specifications. The County reserves the right to approve all Sub-Contractors and Sub-Consultants.

1.2.3 Bidder must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this IFB. The lack of a valid license from the Bidder or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Bidder, and the removal of any unlicensed entity from the project. In the event Bidder, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this IFB, the revocation or loss of such license or certification may result in immediate termination of the Bidder's agreement effective as of the date on which the license or certification is no longer in effect.

1.2.4 All Sub-Consultants and Sub-Contractors must be approved by the County prior to performing. Consultant must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Bidder's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant this IFB without the written consent of the County. Failure of the Bidder to obtain from the County prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Bidder.

2. SCOPE OF WORK

Bidder shall provide Bondsview Road Maintenance for Macon-Bibb County as specified in this IFB and Attachment B, Scope of Work, attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

3.1 Except as noted, this Project will follow current Georgia Department of Transportation (GDOT) State of Georgia Standard Specifications - Construction of Transportation Systems 2021 Edition, and the current version of the applicable Special Provisions (Specifications) along with the GDOT English Standards and Details for the Construction of Roadways and Bridges; all materials and workmanship associated with this Project shall meet GDOT Specifications for construction materials, methods and procedures for the construction of Roadways and Bridges. The Contractor shall use suppliers on the appropriate GDOT Qualified Products List (QPL).

3.2 A Pre-Construction conference will be held prior to any construction of the project. At a minimum, Sponsor, Contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager are required to be present at this meeting.

3.3 The Bidder must be prequalified with the GDOT as a Prime Construction Contractor and have five (5) verifiable years of experience in construction of similar road projects in accordance with these specifications. All Sub-Contractor(s) proposed for this Project are also required to be prequalified with GDOT as a Sub-Contractor(s).

3.4 A County Construction Engineering Inspector (CEI) will be onsite for the duration of the construction activities. All communication from the Bidder will be directed to the CEI. The County's CEI will monitor and inspect the work as it progresses.

3.6 The Bidder's project supervisor must have a minimum of one (1) year of experience directly related to work site traffic control and be certified as a Worksite Traffic Control Supervisor by the American Traffic Safety Services Association or equivalent national organization.

3.7 The Bidder shall be responsible for compliance with the National Pollutant Discharge Elimination System (NPDES) permit. This includes the filing of the Notice of Intent (NOI) and filing of the Notice of Termination (NOT).

3.8 Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

2. PROJECT PLANS

The project construction plans are available from the County's website as a contract document.

APPENDIX A; CONTRACT COMPLIANCE REQUIREMENTS
GEORGIA DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Bibb County in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

DISADVANGED BUSINESS ENTEPRISE (DBE) Program
Bibb County will adhere to the Georgia Department of Transportation (GDOT) policy for the Disadvantaged Business Enterprise (DBE) Program. Macon-Bibb County will ensure that Bidder follow the rules of the DBE Program and that Bidder is in compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Register, Part 26. The DBE Program is in place to promote full and open competition in all government procurement and purchasing. Goals for participation of Disadvantaged Business Enterprises (DBE's) are set for specific NIGP codes on a contract by contract basis for each specific prime contract with subcontracting possibilities. Macon-Bibb County wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible. All forms included in this section must be completed for a Bidder to be considered responsive.

All Bidders are required to complete a Covenant of Non-Discrimination wherein they promise not to engage in discriminatory conduct and to adopt the County's and GDOT's Equal Opportunity Policies. The County also wishes to ensure that DBEs have an equitable opportunity to compete for contracts and subcontracts. DBE goals are set on a project-by-project basis for contracts with subcontracting possibilities. Detailed information on the program is contained in this Appendix A. **This Project has a DBE goal of zero percent (0%)**. All Bidders must complete all required forms in Appendix A in order to be considered responsive. The County will use the information contained on the form for recordkeeping purposes and to track the utilization of disadvantaged businesses.

APPENDIX B: BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

1. The Bidders shall post a bid bond, certified check or money order made payable to the County in the amount of five percent (5%) of the bid price.

2. Whenever a bond is provided, it shall be executed by a Surety licensed to write surety insurance in the State of Georgia.

3. The Bidder shall give an Agreement Performance bond and a payment bond, post a payment bond of one hundred ten percent (110%) of the bid price and a Performance bond of one hundred percent (100%) of the bid price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of the resulting Agreement, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through the life of the Agreement including a sixty (60) day maintenance period (where applicable) and a twelve month (12) guarantee period after the completion of Work performed under the resulting Agreement.

4. It is further agreed between the parties hereto that if at any time after the execution of the Agreement and the surety bonds, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Bidder shall, at its sole expense and within five (5) days after the receipt of notice from the County to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County.

5. The surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

Insurance Requirements

The following requirements shall apply to all work under the Agreement. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, Macon-Bibb County ("County") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.

1. <u>Evidence of Insurance Required Before Work Begins</u>

   No work under the Agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such is compliance satisfactory to County as to form and content and has been filed with County. Contractor/Consultant must provide County with a Certificate of Insurance and Endorsements that clearly and unconditionally indicate that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to County its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law, and provide the required written documentation to County evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, County may, in addition to any other Rights County may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to County certifying that all insurance requirements set forth in this Appendix B and applicable to the Agreement have been unconditionally satisfied.

For all Agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

2.1 Best's Rating not less than A-VII,

2.2 Best's Financial Size Category not less than Class VII, and

2.3 Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

2.4 All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to County, County will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to County and submit to County evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance minimum requirements set forth in this Appendix B and applicable to the Agreement will not relieve Contractor/Consultant from any liability under the Agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the Agreement will not be construed to conflict with or limit Contractor/Consultant's indemnification obligations under the Agreement.

3. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of the County. If Bibb County shall so request, the Contractor/Consultant will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify Bibb County in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Macon-Bibb County
Procurement Department
Suite 308, Government Center
700 Popular Street
Macon, GA 31201
Fax No. (478) 751-7252

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail. Contractor/Consultant shall provide the County with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate and required endorsements evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Certificates of Insurance as evidence of such coverage. Macon-Bibb County coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

Macon-Bibb County Board of Commission, 700 Popular Street, Macon, GA 31201, must be named as certificate holder.

All notices must be mailed to the attention of **Procurement Department** at **Suite 308, 700 Popular Street, Macon, GA 31201.**

7. **IFB # 27-003-LH Maintenance Plan for Broadview Road in Macon-Bibb County, Georgia**. The project number and name may be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The County must be covered as Additional Insured under all insurance (except Worker's Compensation and Professional Liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Contractor/Consultant must submit to County an Additional Insured Endorsement evidencing County's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The County shall not have liability for any premiums charged for such coverage. The Endorsement must include the following verbiage: "Macon-Bibb County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor/Consultant."

9. Waiver of Subrogation Endorsement

The Workers' Compensation policy must contain a Waiver of Subrogation Endorsement in favor of Macon-Bibb County including the following verbiage, "Macon-Bibb County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers for losses arising from work performed by or on behalf of the Contractor/Consultant."

10. Mandatory Sub-Contractor/Consultant Compliance

It is the sole responsibility of the general Contractor/Consultant to ensure all Sub-Contractors/Consultants working under the general Contractor/Consultant have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that are suitable for the particular trade that the sub-Contractor/Consultant is performing. It is also the sole responsibility of the general and/or prime Contractor/Consultant to ensure any and all sub-Contractor/Consultant or vendors carry types and limits of insurance not less than those listed herein and that the Sub-

Contractor/Consultant and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Macon-Bibb County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds per this Appendix B.

The contract created by the award to the Bidder shall not be sold, not be assigned or transferred, in whole or any part hereof, by Bidder by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Bidder, or with a business entity which is merged or consolidated with Bidder or which purchases a majority or controlling interest in the ownership or assets of Bidder without the prior written consent of County.

11. Self- Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Contractor/Consultant.

12. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed. Additional Insurance Requirements may be mandatory for particular Task Orders as required.

13. Coverage Limits

Coverage provided by the Contractor/Consultant shall not be limited to the liability assumed under the indemnification provisions of the Contract.

14. Non-limitation on the Contractor's/Consultants Liability

The obligations for the Contractor/Consultant to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor/Consultant whether or not same is covered by insurance.

15. Use of Premises

The Contractor/Consultant shall confine its apparatus, material and the operations of its workers to limits/requirements indicted by law, ordinances, permits, codes and any restriction of Contractor/Consultant and shall not unreasonably encumber the premises with its materials or supplies.

C. Coverage Types and Limits

1. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes in the following limits to cover each employee who is or may be engaged in work under the Agreement:

Workers' Compensation. . . . . **Statutory** Employer's Liability:

Bodily Injury by Accident/Disease **$1,000,000 each accident**

Bodily Injury by Accident/Disease **$1,000,000 each employee**

Bodily Injury by Accident/Disease **$1,000,000 policy limit**

2. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than $1,000,000 per occurrence subject to a $2,000,000 aggregate. The following is the minimum insurance and limits that the Contractor/Consultant must maintain. If the Contractor/Consultant maintains higher limits than the minimums shown below, County requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County. The maximum deductible shall be $5000.00. The following indicated extensions of coverage must be provided:

2.1 Contractual Liability
2.2 Broad Form Property Damage
2.3 Medical Expense
2.4 Products – Completed Operations Aggregate
2.5 Personal and Advertising Injury
2.6 Premises Operations
2.7 Independent Contractor/Consultants/Sub-Contractor/Consultants
2.8 Explosion, Collapse and Underground (XCU) Liability
2.9 Additional Insured Endorsement* (primary & non-contributing in favor of Macon-Bibb County)
2.10 Water Damage.
2.11 Products and Completed Operations.
2.12 Any other type of liability for which this Agreement applies.

The Contractor is responsible for any and all deductibles.

It is the sole responsibility of the general Contractor/Consultant to ensure all subcontractors working under it have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that is suitable for the particular trade that the sub-Contractor/Consultant is performing. It is also the sole responsibility of the general and/or prime Contractor/Consultant to ensure any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Macon-Bibb County, GA, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.

3. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The maximum deductible shall be $5000.00. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

4. Contractor/Consultant Pollution Liability Insurance

For losses caused by pollution conditions that arise from the operation of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	$1,000,000
General Aggregate	$2,000,000

4.1 Coverage must be identified as specific to the operations as described in the Scope of Services in this Contract.

4.2 Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.

4.3 The policy shall include coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death.

4.4 The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss off use thereof, cleanup cost, and the loss of use of tangible property that has not been physically damaged or destroyed.

4.5 The policy shall include defense to include costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

5. Indemnification

Contractor/Consultant shall agree to indemnify, defend, save and otherwise hold harmless Macon-Bibb County, GA, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract, except to the extent that such loss results from the negligence of Macon-Bibb County, GA. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Agreement and continue for a period of two years after termination thereof. The successful Contractor/Consultant shall protect Macon-Bibb County from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Contractor/Consultant. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor/Consultant shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

Contractor/Consultant shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of Macon-Bibb County, Georgia, its departments, all elected and appointed officials, to include, but not limited to, its commissioners, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the contract.

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APPENDIX C

REQUIRED FORM SUBMITTALS

F6.1 W-9 FORM

Form **W-9** (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type. See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ______

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from FATCA reporting code (if any) ______

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II **Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

[2] Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

F6.2 NON-CONFLICT OF INTEREST

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Bidder certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Macon-Bibb County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Invitation for Bids.

Signature: ____

Type Name: ____

Title: ____

Firm: ____

F6.3 NON-COLLUSION AFFIDAVIT

IFB # 27-003-LH MAINTENANCE PLAN FOR BROADVIEW ROAD IN MACON- BIBB COUNTY, GEORGIA

I, _________________________ of the City of _________, in the County of _______________, and the State of _____________, of full age, being duly sworn according to law on my oath depose and say

that: I am____ of the firm of ____

The respondent making the Bidder for the above named Contract, and that I executed the said Bid with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the County of Macon-Bibb relied upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except Bonafide employees or bonafide established commercial or selling agencies maintained by

____
(Name of Vendor)

Subscribed and sworn to before me this _____day of ___________, 20_______.

____
(Signature of Notary Public)

Notary Public of ______________________________

My Commission expires_______________, 20_____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, ____, certify that I am the

____________________________ of the Corporation named as Bidder herein, same
(title)

being organized and incorporated to do business under the laws of the State of _________________;

that ___________________________who executed this Bid on behalf of the Bidder was, then and

there, ___________________________ and that said Bid was duly signed by said officer for and
(title)

on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

This ______ day of ___________________, 20 _____.

____

(Printed Name)

____

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, ____, certify that I am authorized to sign to commit ______________________________ named a Bidder in the foregoing Bid. That said company is formed under the laws of the State of ______________________.

This ___ day of ___________, 20___.

____

(Printed Name)

____

(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _________________________, (1) certify that:

1. I am the ___________(2) of ______________________________, (3) (hereinafter "Venturer");

2. Venturer is a partner and participation in the joint venture having submitted the Invitation for Bids or Request for Proposal No. _________________________ for

____ (Insert Project Name);

3. Venturer is organized and incorporated to do business under the laws of the State of _____________; and

4. Said Invitation for Bids or Request for Proposal No. ___________________was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

____
____
____
____

This ______ day of ______________________, 20____.

By:______________________________
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 1310-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of Macon-Bibb County Board of Commission (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with Sub-Contractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

____
Federal Work Authorization User Identification Number

____
Date of Authorization

____
Name of Contractor

IFB # 27-003- MAINTENANCE PLAN FOR BROADVIEW ROAD IN MACON- BIBB COUNTY, GEORGIA
Name of Project

Macon-Bibb County Board of Commissioners
Name of Public Employer

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

Executed on ____________, ____, 20___ in ________________(city), ___________(state).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF ________________. 20___.

____
NOTARY PUBLIC

My Commission Expires: ____________________________

F6.7 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

___________________________________ ______________________

Federal Work Authorization User Identification Number Date of Authorization

____

Name of Sub-Contractor

IFB # 27-003- MAINTENANCE PLAN FOR BROADVIEW ROAD IN MACON- BIBB COUNTY, GEORGIA

Name of Project

Macon-Bibb County Board of Commissioners

Name of Public Employer

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

Executed on _______________, _____, 20__ in __________(County), _____(state).

____

Signature of Authorized Officer or Agent

____

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___________, DAY OF ____________, 20___.

____

NOTARY PUBLIC

My Commission Expires: _______________________

F6.8 SUB-CONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed Sub-Contractors who shall be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Bidder is awarded a Contract.

Please list all proposed Sub-Contractors below:

1. TYPE OF WORK: ____________________

____
Name

____________________, ____________, ____________, ____________
Street Address City State Zip Code

2. TYPE OF WORK: ____________________

____
Name

____________________, ____________, ____________, ____________
Street Address City State Zip Code

3. TYPE OF WORK: ____________________

____
Name

____________________, ____________, ____________, ____________
Street Address City State Zip Code

4. TYPE OF WORK: ____________________

____
Name

____________________, ____________, ____________, ____________
Street Address City State Zip Code

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF BIDDER

STATE OF GEORGIA
COUNTY OF MACON-BIBB
BEFORE ME, the undersigned authority a Notary Public in and for the State of _________________, on this day personally appeared ________________________________ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by __________________________ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared its bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and Scope of Work of this Invitation for Bids.

Bidder Information:

______________________ (Company)	______________________ (Signature)
______________________ (Address)	______________________ (Printed Name)
______________________ (City, State, Zip)	______________________ (Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ________ day
of ____________________ 20___.

____

Notary Public in and for the State of ______

(Seal)

(**FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY BIDDER'S RESPONSE FROM FURTHER CONSIDERATION**)

F6.10 SAVE AFFIDAVIT
CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
MACON-BIBB COUNTY

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with Macon-Bibb County:

____

Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)

As a representative of:____

(Name of the business, corporation, partnership, or other private entity)

(1) ________ I am 18 years of age or older.
(2) ________ I am a United States citizen.
(3) ________ I am a legal permanent resident. My Alien Registration Number is _______________.
(4) _______ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This _______ day of _______________, 20_____.

Signature of Applicant: ____

Printed Name: ____

Subscribed and sworn before me this _____
day of _______________, 20_____.

____
Notary Public

My commission expires: ________________

***Note:** O.C.G.A. § 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their Alien Registration Number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their Alien Registration Number. Qualified aliens that do not have an Alien Registration Number may supply another identifying number: _____________________.

F6.11 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime Bidder and each proposed Sub-Contractor using a separate Reference and Release Form for each. (Please make copies as necessary and submit with the Bid.) Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the IFB.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the IFB.

Signed____ Title ________________________
(Authorized Signature)

Company Name________________________________ ☐ Bidder ☐ Sub-Contractor

Date_________________

F6.12 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I,______________________, as an authorized agent of ______________________ shall comply completely and promptly with all insurance requirements contained in the County's Request for IFB # **27-003-LH Maintenance Plan for Broadview Road in Macon-Bibb County**, Georgia pertaining to insurance and/or bonding.

Bidder understands that it is required to share the County's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay**. Bidder understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date Bidder receives a final contract from the County, may result in the forfeiture of the bid guarantee submitted with its bid and/or the disqualification of Bidder from further consideration for the contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of __________________________. Further by signing below, I represent that ________________________understands and agrees to unconditionally comply with all requirements related to bonding and/or insurance contained in the County's contract attached hereto as Appendix C.

Date: _____________, 20___.

Corporate Bidder

____

Name: ___________________________

Title: ____________________________

____

Notary Public (Seal)

My Commission Expires: __________

Non-Corporate Bidder

____

Name: ___________________________

Title: ____________________________

____

Notary Public (Seal)

My Commission Expires: __________

F6.13 EXCEPTIONS FORM

If there are any exception(s) or clarification(s) taken to the IFB use this form to list description and page number to which you are taking an exception. ANY exception(s) to the IFB shall be explained in full. No exceptions shall be taken to the County's insurance or indemnification provisions. Macon-Bibb County will determine the Bidder's compliance with the bid requirements based on the information submitted and its exceptions to the IFB. Attach additional pages if more space is needed.

Item Description and Page Number from IFB	Description of Exception

ATTACHMENT A
SCOPE OF WORK

1. The Scope of Work relates to the following Project: **Maintenance for Bondsview Road** in Bibb County, Georgia. The project will consist of the following:

   1.1 Contractor is required to provide all labor, materials and supply required to perform the task listed in the scope of work.

2. A County Engineering Director/ Inspector will be onsite for the duration of the activities. During work activities, all communication from the Bidder must be directed to the Engineering Director. The County's Engineering Director will monitor and inspect the work as it progresses.

3. The Bidder must furnish all of the work in accordance with this IFB and all incidental work necessary to complete the Project in an acceptable manner approved by the County.

4. **DEFINITIONS**

   4.1 The term "Work" refers to the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the County with the facilities, improvements, features, and functions described in Attachment A, Scope of Work; Attachment C, Draft County Agreement; Exhibit L, Project Specific Special Provisions; and Exhibit M, GDOT Standard Specifications.

   4.2 Change order refers to a written order initiated by the County directing the Bidder to perform changes, additions, or deletions in the work.

   4.3 Department refers to the Macon-Bibb County Board of Commission.

   4.4 Director refers to the County Engineer for Macon-Bibb County.

   4.5 Engineer refers to the County Engineer for Macon-Bibb County or his/her designee.

   4.6 Engineer, Project Engineer or CEI refers to the Macon-Bibb County Construction Engineering Inspector.

5. **MATERIALS AND WORKMANSHIP**

   5.1 The Bidder will be responsible for quality control testing of materials incorporated into the Project. The CEI will be responsible for quality assurance testing of materials incorporated into the Project. Materials test frequency will, at minimum, meet GDOT Construction Manual requirements. Copies of all test results and documentation will be provided to the Bidder. All materials will meet appropriate GDOT Specifications unless otherwise noted. All testing will meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.

   5.2 Samples of all materials provided by the Bidder will be subject to submittal to the GDOT Testing Laboratory and/or other approved testing labs; any materials found to be non-compliant with the specifications will be rejected. The Bidder will be responsible for replacing any materials and work performed based on the rejected samples at no additional cost to the County.

   5.3 DEVIATION IN QUANTITIES

The quantities set forth herein are estimates only and may vary based upon the Project site. It is the responsibility of the Bidder to inspect the Project site before beginning the work. The County reserves the right to add, delete, increase, decrease or substitute streets and pay items at any time. The Bidder must notify the CEI if additional quantities or line items are required which were not identified in the Contract quantities. At no time will the Bidder proceed with any work outside the prescribed Scope of Services for which additional payment will be requested without the written authorization of the County. The Bidder will not be entitled to an adjustment of the unit price on items which increase or decrease from the original quantity.

5.4 REMOVING, RESETTING AND MAINTAINING SIGNS

The Bidder must remove as required and reset any roadway signs and posts that conflict with the work. The Bidder must coordinate with the County and the property owners all work associated with removing and resetting any signs. All costs associated with maintaining existing signs shall be included in the Lump Sum Traffic Control pay item.

5.5 TRAFFIC CONTROL - See GDOT Special Provision 150 for reference and guide

5.5.1 The Bidder must, at all times, conduct its work to assure the least possible obstruction of traffic. The safety and convenience of the general public, the residents along the roadways, and the protection of persons and properties shall be provided for by the Bidder as specified in GDOT Standards Specifications, Exhibit B, attached hereto and incorporated herein by reference; including, but not limited to, Sections 104.05, 107.09, and 150.

5.5.2 Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the County. The ingress and egress includes entrances and exits via driveways at various properties and access to the intersecting roads and streets. The Bidder must maintain sufficient personnel and equipment (including certified flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where required. Mailboxes and fire hydrants shall not be obstructed from access.

5.5.3 Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the County. In the event of an emergency situation, the Bidder must provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence must be repaired by the Bidder at no additional cost to the County.

5.5.4 The Bidder must furnish, install and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Specifications. The Bidder must take all necessary precautions for the protection of the workers and safety of the public. All personnel and equipment required for maintaining public convenience and safety will be paid for under the lump sum pay item 150-1000 – Traffic Control.

5.5.5 All existing signs, pavement markers, and other traffic control devices removed or damaged during construction operations must be reinstalled or replaced at the Bidder's expense. At no time must the Bidder remove regulatory signing, which may cause a hazard to the public. The Bidder must, within the same calendar day, place temporary pavement markings by painting, if the permanent markings cannot be placed the same day to match existing pavement markings on milled or resurfaced pavements. No work will be allowed to proceed the following day if the pavement markings are not in place. The cost for temporary pavement markings shall be included in the lump sum pay item 150-1000 – Traffic Control.

5.6 LINES, GRADES, AND MEASUREMENTS

5.6.1 Such stakes and markings as the County may set for the County or the Bidder's guidance shall be preserved by the Bidder. Failure to protect such stakes or markings, or gross negligence on the Bidder's part resulting in loss of same, may result in the Bidder being charged for its replacement.

5.6.2 The Bidder must exercise proper care and caution to verify the grades and figures given before proceeding with the work. The Bidder must be responsible for any damaged or defective work caused by its failure to provide proper care and caution. The Bidder must promptly notify the County of any errors or discrepancies discovered in order for the proper corrections to be made.

5.6.3 The Bidder must verify all dimensions before ordering material or performing any work which is dependent upon proper size or installation upon coordination with conditions. No consideration will be given on any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the County for resolution before proceeding with the work.

5.7 UTILITIES, PROTECTION OF WORK, PROPERTY, AND PERSONS

5.7.1 The Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Bidder must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby. All the work, materials, or equipment whether in storage on or off the site, and other properties at the site or adjacent thereto, including, but not limited to: trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

5.7.2 The Bidder shall erect and maintain, as required by the conditions and progress of the work, all necessary warning safeguards for devices and the safety and protection of the work, the public, and adjoining properties. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

5.7.3 If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication. The Bidder must comply with all applicable State law concerning the marking and location of existing utilities.

The Bidder must, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the work, using whatever means may be appropriate. The Bidder must mark the location of existing utilities and structures, not otherwise readily visible, with flags, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. The Bidder must notify the County promptly on discovery of any conflict between the contract plans and any existing facility.

5.7.4 The Bidder must contact utility companies to identify adjacent utilities prior to beginning construction operations. If any utility identify conflicts with construction operations, the Bidder must notify the CEI prior to commencement of construction operations in the affected area. When paving over utility structures that will be raised later, the Bidder must clearly and accurately mark the location.

5.7.5 All existing utilities, both public and private, including but not limited to: sewer, gas, electrical, and telephone services, shall be protected and their operation shall be maintained throughout the course of the work. Any temporary shutdown of an existing service shall be arranged between the Bidder and the responsible agency. The Bidder must assume full responsibility and hold the County harmless from the result of any damage that may occur as a result of the Bidder's activities in this regard.

5.7.6 In emergencies affecting the safety of persons or damages to the work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Bidder, upon notification to the County, shall act to prevent threatened damage, injury, or loss.

6. LAND AND RIGHTS-OF-WAY

6.1 Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the County, and shall conduct its Work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract, and shall compensate the County fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide at its own expense, without liability to the County, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

6.2 The Contractor upon approval of the CEI may trim trees to a point above the work area as necessary to provide for the safe and continuous operation of the equipment. If trimming of any tree is necessary, the cost of this portion of work shall be included in the overall bid price for the project.

6.3 REMOVING, RESTING AND MAINTAINING MAILBOXES

The Contractor shall remove, as needed, and reset any mailboxes and posts that conflict with the work. Any mailboxes or posts that are damaged by the Contractor shall be replaced at no additional cost to the County. The Contractor shall maintain the mailboxes such that mail pick-up and delivery is not interrupted at any time as needed. The Contractor shall coordinate with the County and the property owners all work associated with removing and resetting the mailboxes. Mailboxes that require resetting shall adhere to AASHTO's '*A Guide for Erecting Mailboxes on Highways*', and current requirements of the United States Postal Service (USPS).

7. CLEANING UP

7.1 The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all its plants, tools, materials, and other articles from the property of the County. Cleanup of roadways is required after each operation (i.e. milling, patching, resurfacing, etc.). Final restoration and clean-up work shall be performed immediately after a street is completed. Sweeping of debris into gutters or sides of roads is not acceptable. All loose debris shall be removed from the roadway surface within twenty-four (24) hours after resurfacing. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the CEI.

7.2 If the Contractor fails to clean up as provided in the Contract, the County may do so and the cost thereof shall be charged to the Contractor. The Contractor shall ensure that neither it, its subcontractors nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the County's advance written approval. The Contractor shall ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that the Contractor, its Sub-contractors or their employees or agents bring onto or generate at the Project Site are handled in accordance with all applicable laws.

7.3 The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the County.

7.4 The Contractor shall maintain and keep clean at all times the immediate approach to the Project site including the roads abutting the Project site.

8. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

8.1 The Contractor shall be responsible for the preservation of all public and private property including but not limited to: mailboxes, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc., along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration or destruction of such property is provided for under this Contract.

8.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof by the Contractor, its shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. The Contractor shall make good such damage or injury in an acceptable manner by repairing, rebuilding or otherwise restoring as may be directed by the CEI. The Contractor shall correct all disturbed areas in an acceptable manner before payment will be made.

ATTACHMENT B

BID COST FORM

Bidder shall complete the attached Bid Cost Form in Excel format

Please provide total cost for each item listed, including all costs, direct and indirect, administrative costs, and all things necessary for the Bondsview Road Maintenance, Attachment B Scope of Work.

LEGEND

ABBREVIATIONS	**TITLE/MEANING**
AGGR	Aggregate
ASPH	Asphalt
INCL	Include
H	Height
JCT	Junction
RECONSTR	Reconstruct
NONMETL	Nonmetal
STD	Standard
CONC	Concrete
REFL	Reflective
BITUM	Bituminous
MATL	Material
FDC	Fault Detection and Classification
TP	Type
PVMT	Pavement
IN	Inch
VDS	Video Distribution System
GBIC	Gigabit Interface Converter
GALV	Galvanized
ILLUM	Illuminate
REINF	Reinforce
REM	Removal
TRAF	Traffic
LS	Liner Sum
SY	Square Yard
LF	Linear Feet
EA	Each
TN	Ton
CY	Cubic Yard
AC	Acre
GL	Gallon

L.I.N.	DOT Pay Item #	Item Description	Unit	Estimated Quantity	Unit Cost	
		PI# 0020056 - ROADWAY ITEMS				
010	151-1000	MOBILIZATION	LS	1		
015	171-0300	TEMPORARY SILT FENCE TYPE C	LF	11400		
020	329-1000	CRUSHED CONCRETE AGGREGATE COMPACTED TO 6"	CY	2815		

	TOTAL ADDITIVE BID COST:	

(Signature) (Printed Name)

This _______ day of ______________________, 2026.

EXHIBIT “B”

NOTICE TO ALL BIDDERS

ALL BIDDERS SUBMITTING BIDS IN EXCESS OF $2,000,000 SHALL BE PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT).

ALL BIDDERS SUBMITTING BIDS $2,000,000 OR LESS SHALL BE EITHER A PRE-QUALIFIED CONTRACTOR OR A REGISTERED SUB-CONTRACTOR WITH THE GDOT.

SUB-CONTRACTORS SHALL BE PRE-QUALIFIED OR REGISTERED WITH THE GDOT.

IF CONSTRUCTION WORK INVOLVES WELDED STRUCTURES, SUCH AS BRIDGES, THE MANUFACTURER OF THE STRUCTURE SHALL BE ON THE GDOT QPL LIST 60.

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the directions of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

1. The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).
Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.
Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)
The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.
The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.
Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.
The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO: a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum: a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company officials.

b. All new supervisory or personnel office employees will be given thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived. a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed: a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion: a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractors shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract. a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required: a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damage; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA. a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5) a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section.

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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that: (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met: (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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 asset for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the
wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5) a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by: (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Records and certified payrolls (29 CFR 5.5) a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following: (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5) a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for: a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 paragraph 1. of this section. * $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by: (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontract the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for: a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing any proceeding to be initiated, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116). a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation) (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway projects (23 CFR Part 635) in one or more places where it is readily available to all people concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned for not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
(42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included in the requirements of this Section in every subcontract and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:** a. By signing and submitting this proposal, the prospective first-tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first-tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First-Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants: a. The prospective first-tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations’ act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **Instructions for Certification - Lower Tier Participants:**
(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220. a. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First-Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants: a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.
This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded contract.
When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain sensitive business information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified people regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to ensure efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating
(a) the classifications of the laborers, mechanics and other employees required to perform the contract work,

(b) the number of employees required in each classification,

(c) the date on which the participant estimates such employees will be required, and

(d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificates shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ people who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT “E”

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

"General Decision Number: GA20260004 01/02/2026

Superseded General Decision Number: GA20250004

State: Georgia

Construction Type: Highway

Counties: Bibb, Crawford, Jones, Monroe and Twiggs Counties
in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUGA2022-004 07/12/2024

	Rates	Fringes
CARPENTER	$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER	$ 28.44	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.72	2.23
LABORER: Common or General	$ 14.00	2.45
LABORER: Pipelayer	$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.40	3.73
OPERATOR: Bulldozer	$ 22.82	0.00
OPERATOR: Crane	$ 39.31	0.00

OPERATOR: Grader/Blade..	$ 26.31	5.43
OPERATOR: Loader..	$ 22.81	1.91
OPERATOR: Paver (Asphalt, Aggregate and Concrete)..	$ 23.22	4.10
OPERATOR: Roller...	$ 18.51	3.99
TRAFFIC CONTROL: Flagger...	$ 14.64	0.00
TRUCK DRIVER: Dump Truck..	$ 21.58	3.58

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015, and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighed union average rate. OH, indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on
a wage determination matter
d) an initial conformance (additional classification
and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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END OF GENERAL DECISION

EXHIBIT “H”

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

BUY AMERICA

First Use 2013 Specifications: November 1, 2013

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500.00, whichever is greater.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

CONVICT PRODUCED MATERIALS

First Use 2013 Specifications: November 1, 2013

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,

2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.

EXHIBIT "J"

COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW *(CONSTRUCTION PROJECTS)*

GDOT EEO 5/2014

Per 49 CFR 26.55, "*A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved*". It is the primary responsibility of the Prime Contractor to ensure that the DBE is performing a CUF. The Department, as the contracting agency, has oversight responsibility to ensure that the Prime Contractor has effectively met this responsibility under its contract with the Department.

- Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies. Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project.

Project Number: County: Prime Contractor:	GDOT Reviewer: Reviewer's Title: Review Date:

DBE Name:

DBE is performing as a Contractor: The Prime Contractor ☐ A Subcontractor ☐ A Tier Subcontractor ☐

DBE is performing as a Material Supplier: A Manufacturer ☐ A Regular Dealer ☐ A Broker ☐

Scope of Work
Provide a brief description of the DBE's scope of work. (Refer to Subcontract Agreement and/or Purchase Order if needed.)

	YES	NO
A. Prime Contractor Interview and Subcontract Approval		
1. Does the Prime Contractor have a process in place to substantiate the DBE's CUF and the allowable credit toward the DBE goal in the Contract?	☐	☐
2. Is the DBE only using equipment it owns, rents, or leases? (Obtain copies of all rent or lease agreements).	☐	☐
3. Is the DBE performing *at least* 30% of their work described in the subcontract?	☐	☐
4. Does the DBE hauling firm own or lease their trucks? (Obtain copies of lease agreements, if applicable)……….(NA ☐)	☐	☐
B. Field Observations during work inspection and Payroll Inspection		
1. Is the DBE firm supervising its employees and their work?	☐	☐
2. Is the supervisor a full-time employee of the DBE?	☐	☐
3. Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.)	☐	☐
4. Are DBE leased trucks properly placard?	☐	☐
C. Labor Interviews		
1. Does the DBE have employees on the job to perform the work?	☐	☐
2. Do the DBE's employees only work for the DBE?	☐	☐
D. Material Invoice Inspection		
1. Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?……………………………………………………………(NA ☐)	☐	☐
2. Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?	☐	☐
E. Commensurate		
1. Is Payment received by the DBE comparable with the work being performed? (Comparison of DBE report, canceled checks, subcontract, and inspection pay reports).	☐	☐
F. Joint Checks… *(if applicable)*		
1. Is the Prime paying the DBE and the DBE's Supplier with one check?	☐	☐
2. Has the Department approved the use?	☐	☐
G. CUF		
1. Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments and ***contact your District EEO Officer at ________***	☐	☐

COMMENTS: *if any response recorded in section A- E is "no", comments explaining the "no" are mandatory.* Attach a 2nd page if necessary.