REQUEST FOR PROPOSAL

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

REQUESTED BY:

THE CITY OF BRUNSWICK
DEPARTMENT OF COMMUNITY DEVELOPMENT
601 GLOUCESTER STREET
ROOM 221
BRUNSWICK, GA 31520
912-280-1820

DUE DATE: SEPTEMBER 25, 2014 4:00 PM

REQUEST FOR PROPOSAL
PREPARATION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUISNG
CITY OF BRUNSWICK, GEORGIA

I. INTRODUCTION

The City of Brunswick is soliciting sealed competitive proposals from interested firms or organizations which have experience in the preparation of the Anaysis of Impediments to Fair Housing (AI), for submission by the City of Brunswick to the U.S. Department of Housing and Urban Development (HUD).

The City of Brunswick receives grant funds directly from HUD as an Entitlement Community from the Community Development Block Grant (CDBG) Program. The *Entitlement Community* designation indicates the city is entitled to receive a share of funding available each year based upon a formula allocation with other entitled jurisdictions. The successful proposer will coordinate with the Department of Community Development of the City of Brunswick as necessary.

The work to be performed under this request for proposal addresses the Certification required by HUD concerning Affirmatively Furthering Fair Housing. The Certification comes from 24 CFR 91.225(a) (1) which states the jurisdictions will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard."

II. DESCRIPTION

The City of Brunswick is located on the coast of Georgia. The city's current population is 15,383.

SCOPE OF SERVICE

The required services include, at a minimum, the following activities to be performed during the period of October 1, 2014 through May 1, 2015 or until all work is complete.

The respondent firm/organization will provide documents to the City of Brunswick to permit the city to meet the requirements of the 24 CFR 91.225 certification regarding Affirmatively Furthering Fair Housing.

The Analysis of Impediments to Fair Housing for the City of Brunswick will follow the suggested format presented in the HUD office of Fair Housing's publication entitled Fair Housing Planning in America, especially chapters 2, 4, and 7. Chapter 2 is included in this document as Attachment B. All files with notes, surveys, memoranda, etc. documenting the findings of the AI are to be considered property of the city and will revert to the city upon completion of the AI.

The AI document which the responding firm/organization prepares shall include, but not be limited to:

(1) A list identifying the individuals or organizations responsible for and consulted in preparation of the AI;

(2) An introduction describing why fair housing planning should be carried out, including statutory and regulatory citations, definitions of terminology, the methodology followed in preparing the document, the data sources considered, a description of analysis, and a catalog of current fair housing practices and activities;

(3) Data used to serve as the reasons for identifying impediments and for developing conclusions including: demographic, income and employment data, a housing profile, and maps showing the distribution and concentrations of racial and ethnic minorities and low income persons;

* Data on employment centers should focus on:

- The locations of job centers in the jurisdiction and in nearby jurisdictions which offer or will offer jobs (including job training opportunities) to minorities, women and persons with disabilities at the lower - income level of the wage/salary scale.

- The geographic relationship of such centers to the current and planned locations of housing for lower-income households (employment opportunity/housing linkage impacts heavily on fair housing choice for lower income persons).

- The need for accessible public transportation, including train or bus service, and subsidized low or no cost van pools to link job centers with lower income housing locations (transportation services are essential where employment opportunities are not near lower income housing supplies).

(4) An evaluation of the city's current fair housing legal status including a listing of all complaints, civil and criminal actions during the past three years;

(5) A description and assessment of impediments to fair housing choice;

(6) An analysis of the scope and impact of current public and private fair housing initiatives and programs in the city; and

(7) Conclusions and recommendation for action, including recommended actions to overcome identified impediments to fair housing choice, milestones, timetables, and measurable results.

IV. PROPOSAL REQUIREMENTS

The City of Brunswick requires the following in its search for a firm/organization to prepare the AI:

- Sound business thinking and strategic planning.
- An understanding of Fair Housing, its requirements and impact on local government and on its citizens.
- Objective, innovative, flexible, and independent thinking.
- Specific examples of similar expertise and experiences.
- Adequate staffing to accomplish successful completion of all requirements for the preparation of the AI.
- Ethical, professional conduct at all times, especially in dealing with the citizens, organizations, and agencies in the city.
- Quality assessment for staff performance.

Proposers are to provide written proposals which present the Proposer's proposed management approach, cost of providing the services [contract will be a fixed-price contract], and the qualifications to conduct such work. The proposal should include all information which the proposer considers pertinent, yet as a minimum, the following information should be provided.

1. Name, address, e-mail, telephone and fax numbers of the firm /organization
2. Names, addresses and titles of the firm's or organization's principals;
3. Names, telephone, e-mail addresses and fax numbers of contact person(s) who would have final authority on the project;
4. Total number of employees;
5. List of current clients and longevity in terms of whole years;
6. List of current clients for whom the firm or organization has prepared an AI, with names and telephone numbers of contact persons for those clients listed;
7. Amount of firm's or organization's largest and smallest account billing;
8. Number of years the firm or organization has been established;
9. Resumes of personnel who would be preparing the AI for the city. Be sure to include direct experience in the preparation of the AI;
10. List and describe similar projects completed in the last three (3) years and the scope of services provided, identification of the project manager responsible for such similar projects, and the names, addresses, e-mail addresses, telephone and fax numbers of clients who the city can contact regarding your firm's or organization's performance and capabilities (a minimum of three references is required);

11. The firm's or organization's project management structure to conduct the work, including coordination with the Department of Community Development;

12. The firm's or organization's technical approach and management strategy for achieving the objectives as described above;

13. A statement of the firm's familiarity with the HUD Fair Housing requirements, generally, and with the preparation of the AI, in particular;

14. A work program outline or statement of the firm's or organization's recommended approach for the preparation of the AI. The work program outline/approach must contain specific milestones and key dates for the AI preparation;

15. The firm's or organization's proposed cost to perform the services as a fixed-price contract for all specified items, to be paid from monthly billings as items are completed.

16. Insurance requirements - see Attachment A;

All proposals are due to the Department of Community Development, Room 221, 2nd floor, City Hall, 601 Gloucester Street Brunswick, GA 31520, no later than 4:00 p.m., Thursday, September 25, 2014. All proposals received after the deadline will be returned to the proposer. Please direct any and all questions to the Department of Community Development at (912) 280-1820. Any and all questions regarding this RFP must be received no later than 4:00 p.m., on Wednesday, September 10, 2014 and should be directed to the Community Development Block Grant Manager. Please read, sign and include the RFP cover page with the returned proposal. This RFP can be seen and downloaded from the City of Brunswick's website at: www.brunswickga.org under the title, Development, however, please e-mail the Community Development Block Grant Program Manager, Shauntae Walker at: styson@cityofbrunswick-ga.gov to inform the department that your agency will be downloading the RFP and submitting your proposal. Please remember to reference the RFP title on the outside of your return correspondence. Please also include (7) seven copies of your entire proposal. Anyone employed with a firm wishing to submit a proposal shall not make any contact with any member of the CDBG staff only to clarify items in the RFP. Such contact may rule the firm ineligible for submittal of a proposal. The City of Brunswick reserves the right to reject any and all proposals.

SELECTION CRITERIA FOR PROFESSIONAL SERVICES
PREPARTION OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING
CITY OF BRUNSWICK, GEORGIA
2014

An evaluation team consisting of representatives from Community Development, the City Manager, and the City Council will review the proposals received and select the successful firm, utilizing the criteria below:

A. Proof of qualifications to perform said services, based on described scope. This includes the competence and experience of staff to be assigned to this City of Brunswick activity. A minimum of three years experience in Fair Housing is required, preferably with staff having previously prepared an AI.

MAXIUMUM POINT VALUE=25

B. Firm's or organization's performance and proven ability in the preparation of the AI within comparable size communities.

MAXIMUM POINT VALUE=26

C. Familiarity with HUD's Fair Housing and Al requirements.

MAXIMUM POINT VALUE=10

D. Proposed technical and management approach for preparation of the AI.

MAXIMUM POINT VALUE=8

E. Competitive Costs. **MAXIMUM POINT VALUE=8**

F. Proposed Staffing for the preparation of the City of Brunswick's AI.

MAXIMUM POINT VALUE=8

G. Section 3 Compliance: Proposing firms or organizations must comply with the Department of Housing and Urban Development Act of 1968 (135.38) Section 3 Clause.

MAXIMUM POINT VALUE=15

IMPORTANT: Failure to comply with the requirements for Section 3 shall result in rejection of the proposal.

IV. ATTACHMENTS

A. Insurance requirements

B. Chapter Two of HUD's publication Fair Housing Planning in America entitled *Preparing for Fair Housing Planning*

ATTACHMENT A
INSURANCE REQUIREMENTS OF THE CITY OF BRUNSWICK

The firm or organization, prior to commencing work, shall provide at their own expense, the following insurance to the City of Brunswick evidenced by certifications of insurance. Each certificate shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Department of Community Development.

1. Workman's Compensation including Occupational Disease and Employer's Liability Insurance.

    a. Statutory — Amount and coverage as required by Workman's Compensation Laws of the State of Georgia.
    b. Employer's Liability - $100,000 each accident, $100,000 each occurrence.

2. Comprehensive General Liability policy having a bodily injury and property damage combined single limit liability of $300,000 minimum, per occurrence which included the following coverage:

    a. Premises — Operations
    b. Products/Completed Operations Hazard
    c. Contractual Insurance
    d. Independent Contactor

3. Automobile Liability Insurance with minimum combined single limits of $500,000 PERSONAL occurrence including bodily injury and property damage for the following coverage:

    a. Owned
    b. Non-owned
    c. Hired Vehicles

4. Professional Liability Insurance with minimum of $500,000 per claim and $500,000 aggregate limit of liability.

The firm or organization shall assume the defense of and indemnify and hold harmless the City of Brunswick, its officers and agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others arising out of the negligent actions, errors or omissions of the firm in the performance of the contract.

ATTACHMENT B
CHAPTER 2 OF HUD'S PUBLICATION: FAIR HOUSING PLANNING IN AMERICA

"PREPARING FOR FAIR HOUSING PLANNING"

SUGGESTED FORMAT FOR THE ANALYSIS OF IMPEDIMENTS

Jurisdiction Name:

Date:

I. Introduction and Executive Summary of the Analysis
   - A. Who Conducted
   - B. Participants
   - C. Methodology Used
   - D. How Funded
   - E. Conclusions
     1. Impediments Found
     2. Actions To Address Impediments

II. Jurisdictional Background Data
   - A. Demographic Data
   - B. Income Data
   - C. Employment Data
   - D. Housing Profile
   - E. Maps
   - F. Other Relevant Data

III. Evaluation of Jurisdiction's Current Fair Housing Legal Status
   - A. Fair housing complaints or compliance reviews where the Secretary has issued a charge of or made a finding of discrimination.
   - B. Fair housing discrimination suit filed by the Department of Justice or private plaintiffs
   - C. Reasons for any trends or patterns
   - D. Discussion of other fair housing concerns or problems

IV. Identification of Impediments to Fair Housing Choice
   - A. Public Sector
     1. Zoning and Site Selection

2. Neighborhood Revitalization, Municipal and Other Services, Employment-Housing-Transportation Linkage
3. PHA and Other Assisted/Insured Housing Provider Tenant Selection Procedures; Housing Choices for Certificate and Voucher Holders
4. Sale of Subsidized Housing end Possible Displacement
5. Property Tax Policies
6. Planning and Zoning Boards
7. Building Codes (Accessibility)

B. Private Sector
Lending Policies and Practices

C. Public and Private Sector
1. Fair Housing Enforcement
2. Informational Programs
3. Visibility in Housing

D. Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by HUD under Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973, or where the Secretary has issued a charge under the Fair Housing Act regarding assisted housing within a recipient's jurisdiction, an analysis of due actions which could be taken by the recipient to help remedy the discriminatory condition, including actions involving the expenditure of funds by the jurisdiction.

V. Assessment of Current Public and Private Fair Housing Programs and Activities in the Jurisdiction
VI. Conclusions and Recommendations
VII. Signature Page
VIII. Chief Elected Official

INSTRUCTIONS TO PROPOSERS

1. Proposals must be enclosed in a sealed plain envelope, with the RFP title written on the outside and endorsed with the title of the proposal, and must be filed with the Department of Community Development of the City of Brunswick, located at 601 Gloucester Street, 2nd Floor, Room 221 Brunswick, GA 31521. In the event you choose to mail your proposal, it should be mailed to the Department of Community Development, Attn: CDBG Program Manager P.O. Box 550, Brunswick, GA 31521.

2. No proposer will be allowed to withdraw his/her proposal for any reason whatsoever after the RFP's have been opened.

3. The specifications and scope of work as follow represent the minimum general size, weight, capacity and performance characteristics desired in the equipment or services to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all proposals submitted shall not be subject to correction or alteration after the RFP has been filed, opened, and publicly read. In view of an unusual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted on each type of equipment offered. The City of Brunswick reserves the right to evaluate any or all RFP's, particularly where there is a range in specifications. Special consideration will be given to the ready availability of repair parts and service.

4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.

5. It is expressly understood by the proposer that written notice of the award or purchase order by the City of Brunswick will constitute an agreement and consummate the transaction and will serve together with the proposal, the advertisement, these instructions and the detailed specifications, as the entire form of contract between the parties.

6. The proposer agrees that the City of Brunswick reserves the right to reject any or all proposals, or to accept the part of the RFP considered being in the best interest of the City.

7. Specifications and the scope of work referred to are minimum, therefore unless otherwise indicated by the proposer, the City will assume proposals meet or exceed all specifications.

8. The names of a certain brand, make or definite specifications are to denote quality standard of the article desired, but do not restrict proposers to the specific brand, make or manufacturer named; it is to set forth and convey to prospective proposers the general style, type, character and quality of the article desired.

9. The City of Brunswick reserves the right to reject all RFP's as appears in its own best interest and to waive technicalities.

NOTICE TO PROPOSERS

1. Any prices offered by proposers on any item or service offered to the City of Brunswick shall be the price effective at the date of delivery.

2. No delivery date of "ASAP" (As Soon As Possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.

3. The City of Brunswick reserves the right not to accept any or all items where maximum delivery date, as listed in the specifications, is not met by proposer.

4. Signature below of authorized agent for proposer shall constitute recognition and acceptance of all conditions of the proposal as listed above.

Company Name

_____

Authorized Agent

_____

FUND APPROPRIATION CONTINGENCY

The proposer and the City of Brunswick recognize that the continuation of any contract after the close of any given fiscal year of the City shall be subject to the approval of the budget of the City providing the contract is an approved expenditure. The City does not guarantee that the expenditure will be actually adopted each year by Mayor and Council.

INDEMNIFY AND HOLD HARMLESS

Contractor further agrees to indemnify, defend and hold harmless the City of Brunswick against (1) any and all losses, claims, damages, law suits and liabilities for any personal injury, death or property damage arising out of or as a consequence of any work performed pursuant to this contract, (2) any and all expenses related to claims or lawsuits resulting from the above including court costs and attorney fees, (3) any and all penalties and damages incurred by reason of contractor's failure to comply with any applicable laws, ordinances or regulations.

DEFAULT

In case of default by the contractor or any other reason deemed appropriate by the City of Brunswick, the City may by providing 30 days written notice cancel this contract and make award to another contractor. The City reserves the right to recover the excess cost by deduction from an unpaid balance or by invoicing the defaulting contractor for any price differences.

GENERAL SPECIFICATIONS

It is the intent of these specifications and scope of work to furnish the City of Brunswick with the following requisitioned equipment or services, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the equipment or services proposed.

The City of Brunswick reserves the right to accept any or all conditions or to choose the proposer considered to be in their best interest.

The final decision of will be made upon the award of the City of Brunswick's Department of Community Development, Mayor and Council.

NO RFP WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

Please put the RFP Title No: CDBGFAIR 2014-2015 -002 on the outside of your return envelope.

Contract Conditions for CDBG, CDBG-R/1-111D Funded Contracts

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*Subject to change, wage decisions must be updated for each contract to which it applies.

Note: Determination if contract provision is required was made based on reference to the "Contract Review Checklist" on page 48, as well as current ARRA (Recovery Act) funding required contract provisions. It is advised that the local attorney review and approve all contract provisions.

Section 3 Clause of the U. S. Dept. of Housing and Urban Development Act of 1968

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

2.) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued. pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they ate under no contractual or other disability which would prevent them from complying with these requirements.

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

4.) The contractor will include this Section 3 clause in ever" subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Pat 135 and will not let any subcontract unless the subcontractor has First provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5.) Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as arc specified by 24 CFR Part 135.

PROVISION for REMEDIES

Note: It is required that any contract regardless of value, contain a provision for remedies in case of violation or breach of terms, including sanctions. The following is a sample clause which meets the requirement. There is no specific required language and the recipient's attorney should approve whatever language is used

I.) Termination: Unearned, payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, or if the contractor shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/County may terminate this contract by giving written notice to the contractor and surety of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the City/County for any additional cost incurred by the Owner 90in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. Furthermore, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.

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

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

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

(b) To any acts of the Owner;

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

(d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

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

"Termination for Convenience Clause"

Note: it is required that a "termination" clause be included in any contract over $10,000 in value. This is a sample clause. The recipient's attorney should approve whatever language is used in the contract. There is no required language.

1.) Termination for Convenience of the **(city or county):**

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

Equal Employment Opportunity (EEO) Clause

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

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

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

3.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under .4 is section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

6) In the event or the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided- in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11248)

I.) As used in these specifications:

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

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

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

d. "Minority' includes:

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

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

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

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

2.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade,, it shall physically include in each subcontract in excess of 510,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US. Department of Labor in the covered area either individually **or** through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source. The Contractor shall send written notification to organizations such as the above, describing the openings screening procedures, and tests to be used in the selection process.

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.

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

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

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

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

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

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

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

has achieved it goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized)

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

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

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

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

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

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

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

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

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

Timetable:	Goals for Minority participation.	Goals for female participation
Until Further Notice	(insert goal)*	6.9%

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

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-43(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the Length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

*Note: See the following Federal Register, Val. 44, No. 175, dated 9-7-79, for appropriate goals arranged by economic area. The goal for female participation is 6.9% statewide,

Certification of Nonsegregated Facilities

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

FEDERAL LABOR STANDARDS PROVISION

Community Development Block Grant

Applicability

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

A.1.(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such. payroll deductions as are permitted by regulations issued. by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than ¯those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics., subject to the provisions of 29 CFR. Part 5.5(a)(4). Laborers: or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the rime actually worked therein: Provided, that the employer's payroll records accurately set firth the time spent in each classification in which work is performed The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(l)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers..

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

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

(2) The classification is utilized in. the area by the construction, industry; and

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Flour Division, Employment Standards Administration, US. Department of Labor Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary,

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

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

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

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

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

pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 for under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, alter written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (1) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(bX2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section i(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain. records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD *or* its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3Xi). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-000141), US. Government Printing Office Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1 2 1 5-0 49_)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 53(a)(3)(i) and that such information is correct and complete;

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

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

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

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

4.(i) Apprentices and Trainees. Apprentices will *be* permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in 8 bona fide apprenticeship program registered with the US. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees Except 48 provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually :registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the *plan* approved by the Employment and Training Administration, Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Trainees shall be paid Map benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees: shall be paid the full amount of fringe benefits: listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performs, In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer

be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 1 1246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any .subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

9. Disputes concerning labor standards. Disputes arising out of a labor standards provision of this contract shall to be subject to the general disputes clause of *this* contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7, Disputes within the meaning of this clause include disputes between the contractor (or *any* of its subcontractors) and HUD or its designee, the US. Department of Labor, or the employees or their representatives.

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

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

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

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

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

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

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

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

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

C. **Health and Safety**

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

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

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

PAGES
HELD FOR WAGE DECISION

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

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

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

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

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

4. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation hi this covered transaction unless authorized by the agency with which this transaction originated.

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

Contractor Name_____ Date _____

Title _____ Address _____

City _____ State _____ Zip _____

NON-CERTIFICATION

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

Contractor Name_____ Date _____

Title _____ Address _____

City _____ State _____ Zip _____

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

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

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

In compliance with said regulations:

I.) The Contractor shall require of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 4C CFR 15.20.

2.) The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act as amended, (330 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and ail regulations and guidelines issued thereunder.

3.) The Contractor will provide prompt notice of any notification received from. the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to *be* listed on the EPA List of Violating

4.) The Contract will include or cause to be included the criteria and requirements to paragraph (1) through (4) of this section in every nonexempt subcontract and take such action as the Government will direct as a means of enforcing such provisions.

PERFORMANCE, PAYMENT and BID BONDS

Contract Performance and Payment Bonds issued in the full amount of the contract are required by federal procurement rules if the contract is for $20,000 or more. Note that state law requirement is $40,000 for Performance, Payment and Bid Bonds,

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, (hereinafter called the Principal), and _____

Hereinafter called the Surety, a corporation charted and existing under the laws of the State of Georgia with its principal offices in the City of Brunswick, in the full and just sum of _____Dollars ($_____) ,good and lawful money of the United States of America, to be paid upon demand of the City of Brunswick to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by the presents.

WHEREAS, the Principal is about to submit, or have submitted to the City of Brunswick a proposal for furnishing materials and labor and constructing certain improvements on the Analysis of Impediments for the said City of Brunswick, Georgia, and

NOW, THEREFORE: The conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Brunswick, Georgia, and execute a sufficient and satisfactory performance bond and payment bond payable to the City of Brunswick, Georgia, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City of Brunswick, Georgia, then this obligation to be void; otherwise , to be and remain in full power and virtue in law; and the Surety shall, upon failure of the Principle to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Brunswick, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2014

_____	_____
Principal	Surety
By_____(Seal)	_____(Seal)

CDBG STIMULUS PROGRAM
CONTRACTORS AND SUPPLIERS "BUY-AMERICAN"
CERTIFICATION AND AFFIDAVIT

RECIPIENT:_____

CDBG STIMULUS AWARD #: _____

CONTRACTOR/SUPPLIER: _____

Being first duly sworn, _____ (the "Affiant"), in order to induce Recipient to enter into all necessary contracts and agreements with Contractor/Supplier to perform work or provide supplies or services to be paid in part with funds from the HUD CDBG Stimulus Award #_____, hereby certifies as follows:

1. Affiant is the CEO/President of Contractor/ Supplier, and Affiant is duly authorized to make this Affidavit for the above purposes.

2. Contractor/Supplier has been properly formed and is validly misting under Georgia law and has the power and authority to enter into contracts and receive money from Recipient, and execute and deliver any required CDBG Stimulus contracts, contracts for services, purchase agreements and other contract documents (collectively "the CDBG Stimulus Documents"). All actions necessary to authorize the execution and delivery *of* the CDBG Stimulus Documents have been taken, and the CDBG Stimulus Documents have been properly executed and delivered to Recipient, and the persons who signed the CDBG Stimulus Documents are duly elected or authorized officers of Contractor/Supplier and serve in the offices indicated by their signatures.

3. Identification of American-made bon, Steel, and Manufactured Goods: Consistent with the terms of the Recipient's bid solicitation and the provisions of Section 1605 of the Recovery Act, the Arrant *certifies* that this bid reflects the Affiant's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

4. Verification of U.S. Production: The Affiant certifies that *all* components contained in the bid solicitation that is American-made have been so identified, and if this bid is accepted, the Affiant agrees that it will provide reasonable, sufficient, and timely verification to the Recipient of the U.S. production of each component so identified.

5. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Affiant certifies that for any component or components that are not

American-made and are so identified in this bid, the Affiant has included in or attached to this bid one or both of the following, as applicable:

a. Identification of and citation to a categorical exception published by the US. Department of Housing and Urban Development (HUD) (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

b. Verifiable documentation sufficient to the Recipient, as required in the bid solicitation or otherwise, that the Affiant has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Affiant under applicable conditions stated in the bid solicitation or otherwise.

6. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Affiant certifies that for any such component or components that are not so available, the Affiant has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the Affiant's efforts to secure *any* such American-made component or components, that the Affiant believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Affiant further agrees that, if this bid is accepted, it will assist the Recipient in amending, supplementing or further supporting such information as required by the Recipient to request and, as applicable, implement the terms of an exception with respect to any such component or components.

7. Affiant hereby states that the foregoing statements are true and correct to the best of Affiant's personal knowledge after a reasonable investigation of the matters.

Sworn to and subscribed
before me_____, 2014

_____
Signature of Affiant

_____
Typed or primed name and title of Affiant

_____
Notary Public

ASSISTANT SECRETARY OF ENERGY
FOR ENERGY EFFICIENCY AND RENEWABLE ENERGY

MEMORANDUM OF DECISION

SUBJECT: Determination of inapplicability (categorical waiver) under section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) for LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw -base and pin-base compact fluorescent lamps (CFL) (with the exception of plug-in CFL longer than 10 inches).

Under the authority of Recovery Act, section 1605(b)(2), the head of a federal department or agency may issue a "determination of inapplicability' (a waiver of the Buy American provisions) if the iron, steel, or relevant manufactured good is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality ("nonavailability"). On November 10, 2009, the Secretary of Energy delegated the authority to make all inapplicability determinations to the Assistant Secretary for Energy Efficiency and Renewable Energy (EERE), for EERE projects under the Recovery Act. Pursuant to this delegation the Assistant Secretary, .EERE, has concluded that LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CPU longer than 10 inches) all qualify for the "nonavailability" determination.

The determination of inapplicability under Recovery Act section 1605 for these three products is based on extensive market research and a thorough investigation of the domestic manufacturing landscape. This research revealed that these three products are manufactured almost exclusively in China and Mexico.

EERE corresponded with, a wide range of lighting industry stakeholders, including the National Electrical Manufacturers Association, three major lighting companies (GE, Osram, Sylvania. and Phillips), the IUE-CWA, labor union, and many smaller lighting manufacturers, in establishing the domestic nonavailability determinations. The two specific exceptions to these categorical waivers (for electronic dimming ballasts and 10-inch and longer CFLs) are evidence of the very detailed research effort undertaken to support the formulation of these nonavailability determinations.

These determinations are also informed by the large number of inquiries and petitions to EERE from recipients of EERE Recovery Act funds ("grantees"), suppliers, and trade associations-all stating that their individual efforts to locate domestic manufacturers have been unsuccessful.

EERE has also received two specific waiver requests from grantees for LED traffic lights and fluorescent electronic lighting ballasts, and has postponed granting waivers for these individual projects in favor of developing nationwide categorical waivers that would benefit all grantees implementing projects that utilize these manufactured goods.

EERE is operationalizing a strategy that involves collaborating with multiple stakeholders in the manufacturing community to disseminate technical specifications for hard-to-find products to ascertain whether or not there are any domestic manufacturers for these products. This strategy will ensure that all future determinations of nonavailability are developed via a thorough, transparent, and expedited process. However, while this larger strategy is unfolding, it is critical to move forward with the nationwide categorical waivers for these three manufactured goods, where domestic nonavailability has been ascertained and is currently impeding the progress of numerous Recovery Act projects funded by EERE.

These determinations of inapplicability (categorical waivers) apply to all projects using EERE Recovery Act funds for the construction, alteration, maintenance and repair of public buildings or public works. The Assistant Secretary, EERE, reserves the right to revisit and amend these determinations based on new developments or changes in the domestic manufacturing capacity for these three technologies.

The specific products detailed below will be *excluded* from the determinations of inapplicability (i.e. these products will remain subject to the Buy American provisions) because some domestic manufacturing capacity does exist.

1) Electronic dimming ballasts for fluorescent lamps

Electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output.

2) Plug-in CFLs longer than 10 inches

CFLs greater than 10 inches in length have a 4-pin base and are rated from 18 to 27 watts. They are available in a range of color temperatures and are used, for example, in facilities, offices, warehouses and display cases. Lengths range from 10.5 in (266.7 mm) to 22.5 in (571.5 mm), and rated life ranges from 10,000 to 20,000 hours.

3) Traffic light fixtures

The nationwide categorical waiver for LED traffic lights, arrows, and crosswalk signals covers the LED lights and any adjacent wires and electronic parts necessary for the functionality of the lights themselves; but *excludes* the metal or plastic fixtures (also referred to as the "housing" or "shell").

In light of the foregoing, and under the authority of section 1605(b)(2) of the Public Law111-5 and Redelegation Order 00-002-0IC, dated November 10, 2009, with respect to Recovery Act projects funded by EERE, I hereby issue a 'determination of inapplicability" (a waiver under the Recovery Act Buy American provisions) for LED traffic lights, arrows, and crosswalk signals; fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50% of their rated light output); and screw-base and pin-base compact fluorescent lamps (with the exception of plug-in CFLs longer than 10 inches). Furthermore, I reserve the right to revisit and amend these determinations based on new developments or changes in the domestic manufacturing capacity for these three technologies.

Cathy Zoi
Assistant Secretary for Energy Efficiency and Renewable Energy U.S. Department of Energy

February 11, 2010

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to 0.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

The date by which a prime contractor must register and participate in a qualifying federal work authorization program depends on the number of employees in the prime contractor's company. If the prime contractor's company has 500 or more employees, it is required to register and participate in a qualifying federal work authorization program by July 1, 2007. If the prime contractor's company has 100 or more employees, it is required to register for and participate, in a qualifying federal work authorization program by July I, 2008. If the prime contractor's company has 99 employees or fewer, it *is* required to register for and participate in a qualifying federal work authorization program by July 1, 2009.

Certify compliance with 0.C.G.A. § 13-10-91 by checking the appropriate lime below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program;

or,

_____ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time. But, if the undersigned becomes a qualifying prime contractor in the future, the undersigned agrees to register for and participate in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with 0.C.G.A. § 13-10-91 using the form "Subcontractor's Work: Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each sub-contractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

[SIGNATURE ON NEXT PAGE]

_____	_____
BY: Authorized Officer or Agent	Date
_____	_____
Title of Authorized Officer or Agent	Basic Pilot User Identification Number (if applicable)

_____

Printed Name of Authorized Officer or Agent

With express authority on behalf of

_____

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
DAY OF _____

_____

Notary Public

My Commission Expires: _____

CDBG CONTRACT REVIEW CHECKLIST

CDBG Grantee:	Grant Number:	Contract Amount:	Reviewer:	Date of Review:

☐ Section 3 Clause (see note)	All Contracts						
☐ Provision for Remedies	All Contracts						
	ARCHITECTURAL and ENGINEERING SERVICES	HOUSING REHAB		CONSTRUCTION CONTRACTS			
		☐ Less than 8 Units	☐ 8 or More Units	☐ Over $100,000	☐ Over $40,000	☐ Over $10,000	☐ Over $2,000
☐ Provision for Termination	If Over $10,000	If Over $10,000	If Over $10,000	•	•	•	
Executive Orders 11246/11375							
☐ EEO Clause	If Over $10,000	If Over $10,000	If Over $10,000	•	•	•	
☐ EEO Specifications				•	•	•	
☐ Affirmative Action Clause				•	•	•	
☐ Non-Segregated Facilities				•	•	•	
Federal Labor Standards							
☐ Copeland Anti-Kickback			•	•	•	•	•
☐ Davis-Bacon Clause			•	•	•	•	•
☐ Wage Rate from DCA			•	•	•	•	•
☐ Work Hours & Safety			If Over $100,000	•			
☐ Performance & Payment Bonds				•	•		
☐ 5% Bid Bond				•			
☐ Clean Air/Water Clause				•			

Note that the Section 3 Clause is not required in "private" housing rehabilitation contracts when the local government is not a party to the contract.

2nd Revision: June, 2001