



City of Dublin, Georgia

Invitation to Bid for West Mary Street Road and Drainage Improvements

ITB #: 26-03-001

Issue Date: March 11, 2026

Issued By: City of Dublin
Office of Purchasing
702 E. Madison St.
Dublin, GA 31021

Inquiries: David Sawyer, Purchasing Director
City of Dublin
sawyerd@dublinga.org

Proposals Due: April 13, 2026, by 2PM
Bid Opening: April 13, 2026 @ 2PM

CITY OF DUBLIN, GEORGIA

SECTION 1.

A. PURPOSE

The City of Dublin, Georgia, located 45 miles southeast of Macon, off Interstate 16, is seeking Competitive Sealed Proposals from qualified organizations to provide **West Mary Street Road and Drainage Improvements**. This work will reconstruct West Mary Street (Division 1), which will include, but may not be limited to, new pavement, base as required, curb and gutter, catch basins, storm drainage and sidewalks and any other appurtenances necessary for the work. Division 2 of this project will improve the drainage along Moore Street, which will include new storm drainage piping, associated asphalt removal and replacement, catch basins, curb and gutter, and all other appurtenances necessary for the work. Division 2 work is **NOT** subject to CDBG funding and conditions. This will be in accordance with the specifications and conditions contained in the ITB. This ITB has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

It is the intent to enter into a contract, which would result in the design and installation of **West Mary Street Road and Drainage Improvements** for the City of Dublin. The City of Dublin does not guarantee a minimum value for this contract.

The City of Dublin is committed to Affirmatively Further Fair Housing. This project is covered under the requirements of Section 3 of the HUD Act of 1968. **This contract opportunity is a Section 3 Covered Contract Section 3 Business Concerns are encouraged to apply.** The City of Dublin is committed to providing all persons with equal access to its services, programs, activities, education and employment regardless of race, color, national origin, religion, sex, familial status, disability or age. Section 3 documents are required prior to Notice of Award.

Build America, Buy America (BABA) Contract Clause

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.



B. SCHEDULE INFORMATION

This ITB has been issued on Wednesday March 11, 2026. All Firms interested in submitting a proposal **MUST SUBMIT all addendums if applicable with their proposal.**

It is the proposer's responsibility to track this bid process. All documents including any addendums will be posted on the City of Dublin's website at www.cityofdublin.org, under bid opportunities.

1. Proposals shall be submitted by the ITB Submittal Deadline of April 13, 2026, by 2PM. at which time all proposals will be opened. Proposals received later than the deadline will not be considered.
2. All questions regarding this solicitation must be submitted in writing to David Sawyer, Purchasing Director at sawyerd@dublinga.org. Questions will be answered by issuance of an addendum and posted on the City website at: www.cityofdublin.org. The last day for questions is Friday March 27, 2026, by 10AM.
3. Contact with other departments or City representatives without permission may render your proposal void.
4. Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
5. The City shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the proposer.
6. It is the intent and purpose of the City that this solicitation promotes competition. It shall be the Proposer's responsibility to advise David Sawyer, Purchasing Director, in writing, via email at sawyerd@dublinga.org, or PO Box 690., Dublin, GA 31040, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing and must be received by the Purchasing Director at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Purchasing Director.
7. Prior to submitting a proposal, each Proposer shall carefully examine the ITB document, study and thoroughly familiarize himself/herself with the specifications/requirements of the ITB and the Contract Documents and notify the City of any conflicts, errors, or discrepancies.
8. By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the ITB during the contract period.
9. Failure to submit all the required information may be determined as a non-responsive proposal.
10. Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
 - 1) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or

withdrawal and resubmission by submitting written notice to the City Manager’s Office prior to the time set for proposal opening.

- 2) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the City, shall be permitted.
- 3) Except as otherwise allowed by law, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made to the Purchasing Director’s Office.

FACT SHEET

Title of ITB:	West Mary Street Road and Drainage Improvements
Date of Issue:	Wednesday March 11, 2026
Last day to submit questions:	Friday March 27, 2026, by 10AM
Date of final answers:	Thursday April 2, 2026
Proposal due date:	Monday April 13, 2026, by 2PM
Copies of proposal required:	1 original, 3 copies
Proposal opening date:	Monday April 13, 2026, at 2PM
Proposal submission location:	702 E. Madison St., Dublin, GA 31021 Office of the Purchasing Director
Proposal opening location:	702 E. Madison St., Dublin, GA, 31021 Office of the Purchasing Director
Project name:	West Mary Street Road & Drainage Improvements
Firm selection schedule:	April 16, 2026

C. INSTRUCTIONS FOR PROPOSALS

Written responses to all written inquiries received by 10AM EST on Friday March 27, 2026, will be posted on the City’s website at www.cityofdublin.org under bid opportunities, West Mary Street Road and Drainage Improvements, as an addendum.

It is the Proposer’s responsibility to follow this bid process so that they will be aware of all addenda being posted prior to bid opening. Acknowledgement of all addenda is required.

No City staff or other officials associated with this ITB should be contacted regarding this ITB other than the City Official named below. Doing so may result in disqualification.

All inquiries regarding this ITB **MUST** be in writing via email and addressed to:

David Sawyer, Purchasing Director
sawyerd@dublinga.org

An original and three (3) copies of this ITB are to be submitted to:

David Sawyer
 Dublin Purchasing Director
 702 E. Madison St.
 Dublin, Georgia 31021

Proposals **MUST** be submitted no later than **2PM EST on Monday April 13, 2026**. Proposals must be received in a sealed envelope or container marked "ITB #26-03-001 – Competitive Sealed Proposals for "West Mary Street Road and Drainage Improvements". Place the Project name and opening date on the submitting envelope or container.

No proposal will be received or accepted after the above specified date and time of the proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the proponent.

ITB Format Requirements:

1. All proposals shall be complete and carefully worded and must convey all of the information requested by the City. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the ITB, the City and the City alone will determine whether the variance is sufficient to warrant rejection of the proposal.
2. Proposals are to be prepared simply and, in a manner, designed to provide the City with a straightforward presentation of the Proposer's capability to satisfy the requirements of this ITB. The Proposer's proposal must, therefore, follow the ITB format, utilizing the same section titles, schedules, and paragraphs.
3. The Proposer must clearly mark as "Confidential" each part of its proposal which it believes contains proprietary information, which could be exempt from disclosure from the Privacy Act of 1974. The City reserves the right to determine whether this information should be exempt from disclosure, and the Proposer agrees by submitting its proposal that no claim or legal action may be brought against the City or its agents for its determination in this regard.
4. The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing an official business address).
5. The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) and DUNS number of the entity issuing the proposal (or in the absence of a FEIN and DUNS number, the Social Security Number of the individual issuing the proposal).
6. The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our ITB, the Proposer shall include this information as a separate appendix to the proposal.
7. The Proposer shall clearly write in ink or type-write all prices and quotations.
8. A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
9. Each copy of the proposal should be bound into a single volume where practical.
10. This ITB may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the City Manager's Office.
11. Comments or discussions by City personnel relative to this solicitation shall not be binding on the City.
12. All supplementary documents and attachments are essential parts of this ITB and requirements occurring in one are as binding as though occurring in all.
13. Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work contemplated under this ITB. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this ITB or any agreement reached with the City.

D. BID EVALUATION AND AWARD

1. BID OPENING

All bids received by the deadline will be publicly opened and read aloud at the date, time, and location specified in this ITB. The opening is for the purpose of publicly announcing the bid prices and does not constitute an award.

2. BASIS OF AWARD (LOWEST RESPONSIVE AND RESPONSIBLE BIDDER)

Award of this contract shall be made to the lowest responsive and responsible bidder, as defined under the City of Dublin Procurement Policies, Georgia competitive bidding requirements, and applicable federal regulations including 2 CFR 200.318–200.326.

A **responsive** bid means:

- The bid is complete, submitted on time, properly signed, and includes all required documents, bonds, affidavits, and certifications (including all CDBG forms, E-Verify, Section 3, non-collusion affidavit, bid bond, etc.).

A **responsible** bidder means:

- The bidder has the financial resources, technical ability, equipment, personnel, experience, integrity, and capacity to satisfactorily perform the work within the project schedule.

The City shall evaluate responsibility based on:

- Verification of licenses and certifications
- Past performance on similar projects
- Ability to meet CDBG federal requirements (Division 1)
- Capacity to complete the work within the required timeframe
- Satisfactory record of integrity and business ethics
- Required bonding capability

3. RESERVED RIGHTS OF THE CITY

The City of Dublin reserves the right to:

- 1 Reject any or all bids, in whole or in part, when such action is in the City's best interest.
- 2 Waive technicalities or informalities that do not alter the competitive bid process.
- 3 Request clarification from any bidder regarding items in the bid package.
- 4 Disqualify bids that are incomplete, non-responsive, unbalanced, or contain irregularities.
- 5 Verify any information submitted by bidders, including contacting references or regulatory agencies.
- 6 Determine bidder responsibility pursuant to state and federal standards.
- 7 Make no award if funding is reduced, withdrawn, or if the City determines the project is not in its best interest.

4. UNBALANCED OR MATHEMATICALLY UNBALANCED BIDS

The City may reject any bid that is determined to be:

- **Mathematically unbalanced** (line items significantly overstated or understated), or
- **Materially unbalanced** (creating substantial risk of increased cost to the City).

5. FEDERAL REQUIREMENTS (DIVISION 1 – CDBG FUNDED WORK)

For all CDBG-funded Division 1 work, the selected contractor must meet the following before award:

- Compliance with 2 CFR Part 200 procurement standards
- Compliance with Davis-Bacon and applicable wage decisions
- Section 3 requirements under 24 CFR Part 75
- Build America, Buy America Act (BABA) compliance when applicable
- Submission of all federal certifications included with this ITB
- Ability to obtain 100% Performance and Payment Bonds
- Proof of insurance meeting ITB requirements

Failure to demonstrate federal compliance capability shall render the bid non-responsible.

6. TIE BIDS

If two or more responsible and responsive bidders submit identical low bids, award will be made in accordance with the City of Dublin procurement policy. If still tied, the City may use a coin toss witnessed publicly.

7. NOTICE OF AWARD

After evaluation, the City will issue a Notice of Intent to Award or Notice of Award, posted on the City's website and/or distributed to all bidders. Award is not final until:

- The contractor executes the Agreement
- Proof of insurance is submitted
- Performance and Payment Bonds are approved
- All required federal and state forms are submitted

Failure to comply within the time specified may result in forfeiture of the Bid Bond and award to the next lowest responsive and responsible bidder.

E. CONTRACT MATTERS

1. EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the City within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

2. DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS

When the Successful Proposer delivers the executed Agreement to the City, the Successful Proposer shall also deliver to the City such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

a) Bid Bond Requirement

Each proposer shall submit a Bid Bond in an amount equal to five percent (5%) of the total bid price.

- a. The Bid Bond must:
 - Be executed by a surety company licensed to do business in the State of Georgia;
 - Be made payable to the City of Dublin, Georgia;
 - Guarantee that the proposer, if awarded the contract, will execute the Agreement and furnish the required Performance and Payment Bonds, insurance certificates, and all other contract documents within the time period specified in the ITB.

Failure to include a Bid Bond with the proposal shall render the proposal non-responsive.

b) Performance Bond Requirement

The successful proposer shall furnish a Performance Bond in the full amount (100%) of the contract price.

This bond shall:

- Guarantee the faithful performance of all work described under Division 1 and/or Division 2 of this ITB, as applicable;
- Be issued by a surety company authorized to operate in Georgia;
- Remain in effect until final acceptance of all work by the City of Dublin.

c) Payment Bond Requirement

The successful proposer shall furnish a Payment Bond in the full amount (100%) of the contract price.

This bond shall:

- Ensure payment to all subcontractors, laborers, and suppliers furnishing labor or materials for the project;
- Comply with all applicable federal requirements for CDBG-funded work in Division 1, including 2 CFR 200.326 and 2 CFR 200.334-339.

d) Bond Submission Timeline

All required bonds (Performance and Payment) and certificates of insurance must be delivered to the City within ten (10) calendar days after issuance of the Notice of Award, consistent with Section E of this ITB.

Failure to provide these documents within the required timeframe will result in:

- Forfeiture of the Bid Bond, and
- The City's right to award the contract to the next most responsive, responsible proposer.

e) Acceptability of Surety

All bonds shall be issued by:

- A surety listed on the U.S. Department of Treasury's Circular 570;
- Licensed by the Georgia Office of Insurance and Safety Fire Commissioner;
- Rated "A-" or better by A.M. Best, or approved by the City of Dublin.

The City reserves the right to reject any bond deemed inadequate.

3. CHANGE ORDERS

All change orders must be authorized in writing by the City Manager. The City shall not be bound to any change in the original purchase order or contract without prior written approval of the City Manager or City Council

4. SUBCONTRACTS

The proposer shall not subcontract work hereunder without the prior written consent of the City, and any such subcontract without the consent of the City shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the City the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The City shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. The proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without the City's prior written authorization. Notwithstanding any consent by the City to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the City for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, nor the City's authorization of Proposer's agreement with a subcontractor, the City's inspection of a subcontractor's facilities or work, or any other action taken by the City in relation to a subcontractor shall create any contractual relationship between any subcontractor and the City. The proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall present a copy thereof to the City before commencement of any work by the subcontractor. Proposer's violation of this provision shall be grounds for the City's termination of any agreement with Proposer for default, without notice or opportunity for cure. In addition, by submitting a response to this ITB, Proposer agrees to indemnify, defend, and hold the City harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the City to investigate, defend, or settle any such claim.

PROVISION FOR REMEDIES (2 CFR 200.326(a))

This clause applies to all CDBG-funded work under Division 1 of this Contract. In addition to all other rights and remedies provided by law, the following shall apply in the event the Contractor fails to comply with any term, condition, requirement, specification, or obligation of this Agreement. These remedies shall apply to all CDBG-funded work under this Contract.

- a. Correction of Defective Work** The Contractor shall, at its own cost and without additional compensation, promptly correct any defective, deficient, incomplete, or non-conforming work

identified by the City. If the Contractor does not correct such work within the timeframe established by the City, the City may make such corrections or cause the corrections to be made and deduct the cost from any payments then due or to become due to the Contractor.

b. Withholding of Payment The City may withhold payment, in whole or in part, if:

- i. the Contractor fails to perform work in accordance with the Contract;
- ii. required documentation, including but not limited to payrolls, certifications, bonds, insurance, federal compliance forms, schedules, or progress reports, has not been submitted;
- iii. defective or disputed work exists; or
- iv. the Contractor is otherwise in breach of this Contract.

Withheld funds shall not be released until deficiencies are corrected to the satisfaction of the City.

c. Suspension of Work The City may suspend all or any part of the work when, in the City's judgment, such action is necessary due to Contractor non-performance, unsafe conditions, non-compliance with CDBG requirements, or for other reasons in the public interest. The Contractor shall not be entitled to additional time or compensation for suspensions resulting from its own actions or failures.

d. Termination for Cause (Mandatory for Federal Awards) (Required by 2 CFR 200.326 / 2 CFR 200.339)

For all CDBG-funded work performed under Division 1 of this Contract, the City may terminate this Contract, in whole or in part, for cause if the Contractor materially fails to comply with any term, condition, requirement, or federal obligation of this Agreement. Cause for termination includes, but is not limited to:

e. Failure to Perform

- Failure to supply adequate labor, materials, equipment, supervision, or to maintain progress so as to endanger performance of the work.

Non-Compliance with Federal Requirements

- Failure to comply with any applicable federal statute, regulation, or requirement, including but not limited to:
- CDBG regulations (24 CFR Part 570)
- Uniform Administrative Requirements (2 CFR Part 200)
- Labor standards (Davis-Bacon, 29 CFR Part 5)
- Procurement and contract requirements (2 CFR 200.317–200.327)

Failure to Provide Required Documentation

- Failure to submit required payrolls, certifications, insurance, bonds, schedules, reports, or other federal compliance documents.

Violation of Laws or Unsafe Conditions

- Disregard of applicable laws, ordinances, safety regulations, or other requirements creating risk to workers or the public.

Any Other Material Breach

- Any act or omission constituting a material breach of the Contract.

f. Notice and Opportunity to Cure

Except in circumstances where immediate termination is justified to protect public safety or federal program integrity, the City shall provide written notice specifying the breach and

allowing the Contractor a reasonable period to cure. Failure to cure within the time stated shall constitute grounds for termination.

g. Effect of Termination for Cause

Upon termination for cause:

- The Contractor shall not be entitled to further payment until the work is completed.
- The City may take possession of all materials, equipment, and work in progress for the purpose of completing the project.
- The City may complete the work by any method it deems appropriate, including hiring another contractor.
- The Contractor and its surety shall be liable to the City for any additional costs incurred in completing the work, including re-procurement, administrative, inspection, and legal costs.
- The Contractor shall promptly deliver to the City all records, documents, payrolls, and federal compliance materials required by 2 CFR 200.337–200.338.

h. Non-Waiver

The rights and remedies of the City provided in this clause are cumulative of all other rights and remedies available at law or in equity and may be exercised separately or concurrently.

5. TERMINATION FOR CONVENIENCE The City may terminate this Contract, in whole or in part, when such action is in the City’s best interest. If terminated for convenience, the Contractor shall be paid for work satisfactorily performed to the date of termination but shall not be entitled to lost profits, anticipated profits on unperformed work, or consequential damages.

6. OWNER'S RIGHT TO RECOVER DAMAGES The City retains all rights to recover any actual damages arising from the Contractor’s breach, including but not limited to:

- cost of completing unfinished work;
- costs of correcting defective work;
- costs resulting from delays;
- re-procurement and administrative costs;
- liquidated damages, if applicable; and
- any other remedies available at law or in equity.

7. CUMULATIVE REMEDIES The remedies described herein are cumulative and may be exercised individually, sequentially, or simultaneously at the City's discretion. Failure of the City to enforce any remedy shall not constitute a waiver of that or any other remedy.

8. Access to Records & Retention (2 CFR 200.337 & 2 CFR 200.334) — Division 1 (CDBG) Only

a. Applicability.

- i. This clause applies to all CDBG-funded work performed under Division 1 of this Contract, including all related contractors, subcontractors, sub-recipients, and their lower-tier entities.

b. Right of Access.

- i. The U.S. Department of Housing and Urban Development (HUD), the State of Georgia (including any state pass-through entity administering CDBG funds), the City of Dublin, the Inspectors General, and the Comptroller General of the United States (Government Accountability Office), and any of their

authorized representatives, shall have **timely and reasonable** right of access to any and all books, accounts, records, documents, papers, personnel, and other information of the Contractor and all tiers of subcontractors **pertinent to the CDBG-funded portion of this Contract**, for the purposes of audits, examinations, monitoring/site visits, interviews, and any other official use. The right of access continues **as long as the records are retained**, and is **not limited** to the period described in Section D below.

- i. **HUD/CDBG Access Clarification.** Access specifically includes the rights provided under **24 CFR 570.490(c)** for CDBG programs, allowing HUD, the Inspector General, and the GAO to examine all books, accounts, records, reports, files, or other papers or property pertaining to the administration, receipt, and use of CDBG funds.

c. Protection of Sensitive Information.

- i. When access requires review of sensitive personally identifiable information (PII)—including the true names of victims of a crime—the City, State, and Contractor shall take appropriate measures to protect such information; access to victims’ true names is permitted only in extraordinary and rare circumstances and must be approved by the head (or delegate) of the Federal agency unless pursuant to court order or subpoena in a bona fide confidential investigation. Routine monitoring does not meet this standard.

d. Record Retention.

- i. The Contractor and all tiers of subcontractors shall retain all records (financial records, supporting documentation, statistical records, and all other records pertinent to the CDBG-funded portion) for at least three (3) years from the date of submission of the final financial report for the Federal award (or three years from the date of submission of the applicable annual or quarterly financial report for awards renewed on those cycles). Exceptions that extend the retention include:
 - i. If any litigation, claim, or audit is started before the three-year period expires, retain records until **final resolution and final action**;
 - ii. If the Federal agency, pass-through entity, cognizant/oversight agency for audit, or cognizant agency for indirect costs **notifies in writing** to extend retention;
 - iii. **Property/equipment** records must be retained for **three (3) years after final disposition**;
 - iv. If **program income** must be reported **after the period of performance**, retain related records for **three (3) years after the end of the fiscal year** in which such income is earned; and
 - v. The three-year requirement **does not apply** to records **transferred to or maintained by** the Federal agency or pass-through entity.

e. Flow-Down Requirement

- i. The Contractor shall insert the substance of this clause in all subcontracts and lower-tier agreements for Division 1 work that is funded (in whole or in part) with CDBG funds to ensure the City, State, HUD, Inspectors General, and the Comptroller General have the same right of access and that all entities comply with the retention requirements stated herein.

f. Location and Format of Records.

- i. Records may be kept in paper or electronic form but must be readily retrievable and made available at no additional cost to the City, State, HUD, Inspectors General, or the Comptroller General upon request within a reasonable time. Nothing in this clause prevents the City from

specifying reasonable format or delivery requirements necessary to facilitate monitoring and audits under the CDBG program.

F. GENERAL INFORMATION

1. The successful proposer shall take affirmative action in complying with all federal, state and local labor and employment laws.
2. Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.
3. Every effort has been made to ensure that all information needed is included in this ITB. If the Proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.
4. Oral explanations and/or instructions given before the award shall not be binding on the City. Any information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.
5. All amendments to and interpretations of this solicitation shall be in writing and signed by an authorized representative of the City. Any amendments or interpretations that are not signed and in writing shall not legally bind the City or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, email (with signed amendment scanned and attached in PDF), to the City Manager (powellj@dublinga.org)

G. INSURANCE REQUIREMENTS

To contract with the City of Dublin City Council, suppliers/contractors providing professional, technical and/or construction services are required to provide acceptable proof of insurance coverage. Acceptable proofs of insurance: (i) a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or (ii) Declaration Pages of the insurance policies listed below which show the City of Dublin City Council as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia.

Required Insurance Policies and Endorsements:

- Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Dublin City Council as additional insured.
- Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles, with the City of Dublin City Council as additional insured.
- Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Dublin City Council.
- All insurance policies must provide that the City of Dublin City Council will be notified within 30 days of any changes, restrictions and/or cancellation.
- If applicable, Professional Liability in addition to the above requirements, of at least **\$1,000,000** each claim.

H. SUBMITTAL REQUIREMENTS

1. Name, address, telephone number, email address of company.
2. List of current stockholders, officers or principals of the company and a current organizational chart for the company.
3. List the contract completion dates of at least two similar projects
4. Submit a list of current work-in-progress with contract amounts and a list of work currently awarded but not yet started.
5. Submit information describing the company's safety program and substance abuse program.
6. Submit information describing your company's quality control program.
7. Describe how your company will provide job site security.
8. Submit a sample contract for the performance of the work outlined in this ITB.

I. RESERVED RIGHTS

Issuance of this ITB does not constitute a commitment on the part of the City of Dublin to award a contract pursuant to this ITB.

1. The City shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the City's best interest.
2. The City shall reserve the unqualified right to waive technicalities or irregularities of any kind in response to this ITB.
3. In all cases, the City shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this ITB.
4. The City may reject any proposal that fails to conform to the essential requirements of this ITB.
5. The City may reject any proposal that does not conform to the applicable specifications unless the ITB authorizes the submission of alternate proposals, and the services offered as alternates meet the requirements specified in the ITB.
6. The City may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the ITB.
7. The City may reject a proposal when the Proposer imposes conditions that would modify requirements of this ITB or limit the Proposer's liability to the City, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the City may reject proposals in which the Proposer:
 - I. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined;
 - II. Fails to state a fee schedule, if one is required.
 - III. A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.
 - IV. Any proposal may be rejected if the City Manager's Office determines in writing that it is unreasonable as to price. The unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
 - V. Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.

- VI. Proposals received from any person or company that are suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason is given, and a determination otherwise is made.
- VII. The City Manager's Office must reject Proposals received from entities determined to be non-responsible.
- VIII. The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the documents relating to the ITB.
- IX. After submitting a proposal, if all of a Proposer's assets, or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the City Manager's Office may reject such a proposal.

J. OWNER QUESTIONS

Any vendor that submits a proposal may be requested to provide additional information to the City. Such information is only for the purpose of clarification and in no way changes the vendor's proposal as originally submitted. The City reserves the right to ask any or all vendors to clarify any portion of their proposals after submission.

K. COSTS OF PROPOSALS

The City is not responsible or liable for any of the costs incurred by any vendor in preparing and/or submitting a proposal pursuant to this ITB.

L. EQUAL OPPORTUNITY

The City prohibits discrimination on the basis of race, color, gender, religion, national origin, or disability in connection with employment of any person, or the award of any contract with the corporation. The successful Proposer, if any, must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any approved subletting or subcontracting by the Proposer subjects subcontractors to the same provision. The Proposer agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

M. ACCESS TO PUBLIC RECORDS ACT NOTICE

Each Proposer should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

N. GENERAL CONDITIONS

Upon submission of a bid, the bidder hereby certifies on behalf of his company or organization that:

1. This proposal is genuine and not made in the interest of, or on behalf of, an undisclosed person, firm or corporation.
2. This proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

3. The Proposer has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid.
4. The Proposer has not solicited or induced any person, firm or corporation to refrain from bidding.
5. The Proposer has not sought by collusion to obtain for itself any advantages over any other bidder or over the City of Dublin.

O. DRUG FREE WORKPLACE

The City of Dublin is a drug free workplace and contractors are to abide by the Federal Drug Free Workplace Act of 1988 41 U.S Code § 8102.

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Certification: If Contractor is an entity other than an individual, it hereby certifies that:

- i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
- ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

P. INDEMINIFACATION

The Proposer shall indemnify, defend, and hold harmless the City, its employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this ITB and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the City or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole negligence or willful misconduct of the City. Upon request of the City, Proposer shall, at no cost or expense to the City, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the City in connection with any such claim or suit or in enforcing the provisions of this paragraph.

Q. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM

The City of Dublin participates in the Georgia Security and Immigration Compliance Act with regard to Contractors and Subcontractors. The Act is explained in detail in this document. ***Additionally, there are three documents included that must be completed and returned to the City of Dublin with your bid package, as applicable.*** These are:

1. Contractor Affidavit and Agreement
2. Subcontractor Affidavit – if applicable

3. Sub-subcontractor Affidavit – if applicable

Failure to return the completed documents, if required, shall result in disqualification of the bid in its entirety

R. Accordance to Title VI

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same. Please sign below to acknowledge you have read and understand the ITB requirements.

PROPOSER

Name of Firm

By: _____

Name: _____

Title: _____

COMPANY INFORMATION

1. Firm: _____
2. Address: _____
3. Telephone: _____
4. Entity Type: Individual _____ Partnership _____ Corporation _____
5. License Number/s: _____
Class: _____
License Holder: _____
6. Have you or any of your principals ever been licensed under a different name or different license number? _____
If yes, give name and license number: _____
7. Attach Organizational Chart
8. Number of years in the industry: _____
9. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. _____
If yes, give dates, names, and addresses of surety and details.

10. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to the principals' association outside of the firm.

If yes, explain:

11. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. _____

If yes, explain: _____

12. Have you or any of your principals ever failed to complete a contract in the last three (3) years?
Response must include information pertaining to the principals' association outside of the firm.

If yes, explain:

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the _____ City of Dublin? _____

If yes, explain:

14. Please attach a list of at least three (3) references where you had contracts of similar nature within the last three (3) years. Include their name, address, phone number, contact as well as original contract amount and type of contract.

15. Please attach resumes of person (s) who will serve under our contract and of the person that will be the City of Dublin's point of contact.

16. How many employees are in your company? _____

I certify and declare under penalty of perjury under the laws of the State of Georgia that the foregoing Information Required of the Firm making the Proposal provided by me herein is true and correct. Executed this _____ day of _____, 2026.

Name of Entity: _____ By: _____

Print Name: _____ Title: _____

Notary: _____

My Commission Expires: _____ Affix Seal

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT: E-VERIFY AND SAVE PROGRAM OVERVIEW

I. Federal Work Authorization Program Registration

As of July 1, 2007, the Georgia Security and Immigration Compliance Act (GSICA) requires counties and other public employers, along with contractors and subcontractors doing business with public agencies, to register and participate in a federal work authorization program to verify work eligibility of all new employees.

[OCGA § 13-10-91 (a)]

Registration/Access. According to regulations of the Georgia Department of Labor, the applicable federal work authorization program is the "E-Verify Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) and the Department of Homeland Security (DHS). An employer's participation in E-Verify is currently free to employers. Users can access the web-based program at <https://www.vis-dhs.com/EmployerRegistration>. To participate, an employer must register online and accept the electronic Memorandum of Understanding (MOU). If you need assistance in completing the registration process or need additional information relating to E-Verify, call the USCIS Verification Office toll free at 1-888-464-4218.

[Georgia Department of Labor Rules, §§ 300-10-1-.01 and .02]

Certification of Registration and Participation. Each county and other public employer must certify that it has registered and is participating in the E-Verify Program. For counties, certification is accomplished by transmitting a copy of all documents required for registration and participation including the required Memorandum of Understanding and the E-Verify Program ID number to the chairman/CEO/mayor of the county or consolidated government.

[Georgia Department of Labor Rules, § 300-10-1-.04]

Monitoring New Employee Work Eligibility. Each county and other public employer must designate an individual to monitor compliance with the employee eligibility verification requirements of the new law and maintain necessary records.

[Georgia Department of Labor Rules, § 300-10-1-.05]

II. Agreements Between Public Employers and Contractors/Subcontractors

The GSICA also phases in a requirement that bars counties and other public employers from entering into agreements with contractors/subcontractors for the "physical performance of services" unless the contractor/subcontractor registers and participates in a federal work authorization program to verify work eligibility. Under GSICA, a subcontractor is defined to include subcontractors, contract employees, staffing agencies, or contractors.

[OCGA § 13-10-91 (b)(1) and (2) and Georgia Department of Labor Rules, § 300-10-1-.02]

Phase-In Schedule. The contracting requirements of the GSICA are to be implemented as follows:

- (a) Beginning July 1, 2007, public employers, contractors and subcontractors with 500 or more employees.
 - (b) Beginning July 1, 2008, public employers, contractors and subcontractors with 100 or more employees.
 - (c) Beginning July 1, 2009, all public employers, contractors and subcontractors.
- [OCGA § 13-10-91 (b)(3) and Georgia Department of Labor Rules, § 300-10-1-.02]*

Evidence of Contractor/Subcontractor Compliance. Each agreement between a public employer and a contractor/subcontractor for the physical performance of services will have to include a provision that compliance with OCGA § 13-10-91 is a condition of the contract. In addition, each contract must include a requirement that the contractor/subcontractor execute an affidavit verifying compliance with OCGA § 13-10-91. The affidavit must be in a form consistent with the sample affidavits included in the Georgia Department of Labor Rules.

[Georgia Department of Labor Rules, §§ 300-10-1-.03 and .07]

Public Transportation Contracts. The Georgia Department of Labor Rules apply generally to contracts between a public employer and a contractor/subcontractor. Exception: rules and forms related to agreements relating to "public transportation" are to be promulgated by GDOT.

[OCGA § 13-10-91 (d)]

III. Access to Federal, State and Local Benefits

Counties and other public agencies must verify that a person who applies for federal, state or local benefits (as defined in 8 U.S.C. Sections 1611 and 1621) is lawfully within the United States by requiring the applicant to sign an affidavit specifying that he or she is a citizen, legal permanent resident, or a qualified alien or nonimmigrant.

[OCGA § 50-36-1]

Verification. For aliens seeking benefits that claim to be lawfully present in the U.S., eligibility for benefits must be determined through the Systematic Alien Verification of Entitlement (SAVE) program operated by the U.S. Citizenship and Immigration Services (USCIS) and Department of Homeland Security (DHS). To join the SAVE Program and acquire access to the VIS-CPS (Verification Information System (VIS), Customer Processing System (CPS)) to perform immigration status verification, an agency must first establish a Memorandum of Understanding (MOU) with the SAVE Program, and then establish a purchase order with the SAVE Program contractor to pay for VIS-CPS transaction fees. Access to SAVE is subject to USCIS resource limitations or other legal or policy criteria. To request participation in SAVE and to begin the MOU process, please access the following website to register:

<https://www.vis-dhs.com/agencyregistration>. For more information on the SAVE Program, please call 1-888-464-4218.

Public Benefits Defined. Generally, public benefits are defined to include any grant, contract, loan, professional license, or commercial license provided by federal, state or local government; and, any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment assistance or similar benefit. [8 U.S.C. Sections 1611 and 1621]

Benefits Excluded. Generally, the verification requirements do not apply when the following public benefits are applied for:

- (1) Treatment of emergency medical conditions;
- (2) Short term, non-cash emergency disaster relief;
- (3) Immunizations;
- (4) Certain in kind programs or services (such as soup kitchens and crisis counseling) delivered by public and nonprofit agencies that are necessary for the protection of life or safety when approved by the U.S. Attorney General;
- (5) Prenatal care;
- (6) Postsecondary education under specified circumstances;
- (7) Certain community development assistance or financial assistance programs administered by HUD; and
- (8) Other Federal programs including certain social security and medicare benefits under specified conditions. [OCGA § 50-36-1 (c) and 8 U.S.C. Sections 1611 and 1621]

Note that it is unlawful for a county or other public agency to provide any federal, state or local benefit in violation of OCGA § 50-36-1. An annual report is to be prepared regarding the requirements of the new law.

Regarding the details of the verification requirements, benefits covered and exclusions, please see the Federal statutes cited above.

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

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

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor Name of Project

Name of Public Employer

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

Executed on _____, 20____ in _____.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor Name of Project

Name of Public Employer

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

Executed on _____, 20__ in _____.

Signature of Authorized Officer or Agent Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____.

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract) and _____ Contractor) on behalf of _____ (Public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (Subcontractor or Sub-subcontractor with whom subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (Subcontractor or Sub-subcontractor with whom the subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ Federal Work Authorization User Identification Number

_____ Date of Authorization

_____ Name of Sub-subcontractor

_____ Name of Project

_____ Name of Public Employer

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

Executed on _____, 20____ in _____.

_____ Signature of Authorized Officer or Agent

_____ Printed Name & Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____.

_____ NOTARY PUBLIC

My Commission Expires: _____.

Conflict of Interest Statement

As a duly authorized representative of the firm _____

I, _____ with the title _____ certify

that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for The City of Dublin, GA Government, that no employee of The City of Dublin, GA, nor any public agency official or employee affected by this Request for Proposals has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for The City of Dublin, GA Government.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Officer's Oath

As a duly authorized representative of the firm involved in the bidding for or procuring the contract _____
I, _____ with the title _____
_____ certify that I did not prevent or attempt to prevent competition in such proposals by any means whatsoever.
Nor did I prevent or endeavor to prevent anyone from making a proposal therefore by any means whatsoever, or
induce another to withdraw a proposal for the work.

Date: _____

Company Name: _____

Authorized Representative Name: _____

Title: _____

Signature: _____

Indemnity Agreement

This indemnity agreement made and entered into in favor of CITY OF DUBLIN a municipal corporation, by _____.

WHEREAS has submitted a bid to CITY OF DUBLIN so as to provide _____

NOW, THEREFORE, as an additional consideration in CITY OF DUBLIN awarding the bid to

_____ agrees to indemnify and hold harmless CITY OF DUBLIN, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of CITY OF DUBLIN, its officers, agents, or employees in connection with said bid /award; provided this indemnity shall not extend to any damage, injury or loss due to CITY OF DUBLIN's sole negligence or willful misconduct of CITY OF DUBLIN. _____ shall defend against all such claims and pay expenses of such defense, including reasonable attorney fees, and all judgments based thereon.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority day of _____, 2026.

[CORPORATE NAME]

By: _____

Title: _____

Attest: _____

Title: _____

West Mary Street Road and Drainage Improvements

STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION

(STATE OF GEORGIA)
(CITY OF DUBLIN)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
 - (a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this ITB, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 3 (the "Proposal Form") of this ITB. The Proposer further represents that it has correlated its Proposal with the requirements of this ITB; and
 - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this ITB; and
 - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this ITB; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this ITB; and
 - (d) The Proposer has not colluded with other Proposers possibly interested in this ITB in arriving at or determining prices and conditions to be submitted; and
 - (e) No person associated with Proposer's firm is an employee of the City. Should Proposer, or Proposer's firm have any currently existing agreements with the City, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

NAME OF FIRM

By: _____ Print Name: _____

Title: _____ Date: _____

SECTION 2.

PART 1 – GENERAL

1) **Introduction:**

The City of Dublin (the “City”) has a need to supply material **West Mary Street Road and Drainage Improvements** for the City of Dublin, GA 31021.

2) **Project Information:**

This work will reconstruct West Mary Street (Division 1), which will include, but may not be limited to, new pavement, base as required, curb and gutter, catch basins, storm drainage and sidewalks and any other appurtenances necessary for the work.

Division 2 of this project will improve the drainage along W. Moore Street, which will include new storm drainage piping, associated asphalt removal and replacement, catch basins, curb and gutter, and all other appurtenances necessary for the work. Division 2 work is NOT subject to CDBG funding and conditions.

3) **Scope of Services:**

- A. **CURRENT:** Current conditions on West Mary Street and West Moore Street necessitates reconstruction and drainage improvements.
- B. **OBJECTIVE:** To reconstruct West Mary Street (Division 1) and improve drainage on West Moore St. (Division 2).
- C. **INTERPRETATION:** All questions about the definition and intent of these specifications shall be directed to the Purchasing Director, David Sawyer, so designated by the City.
- D. **EXAMINATION OF SITE AND SPECIFICATIONS:** Before submitting a proposal, each Company must:
 - Examine the specification and scope of work thoroughly.
 - Contact Purchasing Director David Sawyer with any questions sawyerd@dublinga.org about the.
 - Familiarize themselves with all local laws, ordinances, rule and regulations affecting the performance of the work.
 - Carefully correlate observations with the requirements of the specifications.
 - Any cost incurred or implied in the preparation of this proposal will be at the expense of the company submitting the proposal. The City will not honor any request for reimbursement of costs incurred.
 - i. The submission of a proposal will constitute an incontrovertible representation by the submitting company that they have complied with all of the above requirements.
- E. **SPECIFICATIONS:** Full renovation of the specified areas, but is not limited to:

• West Mary Street Road & Drainage Improvement (Division 1)

Division 1: West Mary Street Road and Drainage Improvements					
Bid Sheet					
Contractor Name:					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	PRICE
636	HIGHWAY SIGNS, TP 1, MATL, REFL SHEETING, TP 3	LS	1		
708	MOBILIZATION AND DEMOBILIZATION	LS	1		
653-1	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8" WHITE	LF	530		
653-2	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24" WHITE	LF	75		
653-3	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" WHITE	LF	2660		
653-4	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" YELLOW	LF	2425		
2204-1	GRADING COMPLETE, INCLUDING CLEARING, RELOCATIONS, DEMO	LS	1		
2204-2	REMOVAL AND REPLACEMENT OF CHAIN LINK FENCE (ALL HEIGHTS)	LF	100		
2211	EROSION CONTROL	LS	1		
2231	AGGREGATE BASE COURSE	TON	300		
2512	HOT MIX ASPHALTIC CONCRETE 12.5MM	TON	392		
2570	TRAFFIC CONTROL	LS	1		
2667-1	REPLACE FIRE HYDRANTS	EA	2		
2667-2	INSERTA TYPE VALVES, 6"	EA	2		
2720-1	15" ADS HP STORM PIPE	LF	717		
2720-2	18" ADS HP STORM PIPE	LF	877		
2720-3	30" CLASS III RCP	LF	24		
2720-4	30" ADS HP STORM PIPE	LF	579		
2720-5	CURB INLET	EA	12		
2720-6	DROP INLET	EA	2		
2720-7	JUNCTION BOX	EA	2		
2720-8	INTERFERENCE JUNCTION BOXES - ALL TYPES	EA	18		
2731	ADJUST MANHOLES - ALL TYPES	EA	5		
2902	GRASSING	LS	1		
3305-1	DRIVEWAY CONCRETE, 6"	SY	115		
3305-2	CONCRETE SIDEWALK, 4"	SY	775		
3305-3	CONCRETE WHEELCHAIR RAMP TYPE D	EA	5		
3305-4	CONCRETE CURB & GUTTER, 6" X 24", TP 2	LF	2252		
3305-5	CONCRETE BASE FOR 1' STRIP, CLASS B, 6"	LF	1643		
3305-6	RETAINING WALL	SF	150		
5000	ADDITIONAL ITEMS AS NECESSARY TO COMPLETE THE PROJECT AS SHOWN IN THE DRAWINGS AND SPECIFICATIONS	LS	1		
				TOTAL PROJECT	

- **West Moore Street Road & Drainage Improvement (Division 2):**

Division 2: West Moore Street Drainage Improvements					
Bid Sheet					
Contractor Name:					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	PRICE
708	MOBILIZATION AND DEMOBILIZATION	LS	1		
2204	GRADING COMPLETE, INCLUDING CLEARING, RELOCATIONS, DEMO	LS	1		
2211	EROSION CONTROL	LS	1		
2231	AGGREGATE BASE COURSE	TON	100		
2512	HOT MIX ASPHALTIC CONCRETE 12.5MM	TON	30		
2560	FLOWABLE FILL CONCRETE	CY	26		
2570	TRAFFIC CONTROL	LS	1		
2720-1	36" ADS HP STORM PIPE	LF	358		
2720-2	CURB INLET	EA	1		
2720-3	DROP INLET	EA	3		
2720-3	INTERFERENCE JUNCTION BOXES - ALL TYPES	EA	1		
2902	GRASSING	LS	1		
3305-1	CONCRETE CURB & GUTTER, 6" X 24", TP 2	LF	60		
3305-2	CONCRETE SIDEWALK, 4"	SY	35		
5000	ADDITIONAL ITEMS AS NECESSARY TO COMPLETE THE PROJECT AS SHOWN IN THE DRAWINGS AND SPECIFICATIONS	LS	1		
				TOTAL PROJECT	

Scope of Material: Definition of Standard Specifications Referenced in Appendix A

Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement.

It is understood and agreed that if awarded, the party making the Proposal will execute and deliver to the City the Agreement, as well as certificates of insurance on or before the tenth (10th) day following receipt of the City's Notice to Proceed.

It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the City within the time specified, the Proposal security shall be forfeited to the City.

The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this ITB; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.

It is understood and agreed that if requested by the City, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the City sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.

The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.

The undersigned warrants that the required Non-Collusion Affidavit has been properly executed, notarized and is attached.

THE UNDERSIGNED hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of Georgia.

Name of Firm: _____

By: _____ Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____ Date: _____



CITY OF DUBLIN
P. O. BOX 690
DUBLIN, GA 31040

NO BID RESPONSE

IF FOR SOME REASON YOU ARE NOT BIDDING ON THIS PROPOSAL, PLEASE COMPLETE THE FOLLOWING AND RETURN TO THE ADDRESS BELOW BEFORE THE BID DEADLINE STATED ON THE ORIGINAL SCHEDULE.

REASON(S) FOR NO BID:

- CANNOT SUPPLY AT THIS TIME
- ENGAGED IN OTHER WORK
- QUANTITY TOO SMALL
- JOB TOO LARGE
- CANNOT MEET REQUIRED DELIVERY
- OPENING DATE DOES NOT ALLOW SUFFICIENT TIME TO PREPARE BID
- EQUIVALENT NOT PRESENTLY AVAILABLE

OTHER REASON OR REMARKS:

COMPANY OR FIRM NAME

SIGNATURE

TITLE

DATE

RETURN TO: City of Dublin
Purchasing Department
PO Box 690
Dublin, GA 31040

CDBG FEDERAL COMPLIANCE FORMS
CDBG DAVIS–BACON WAGE DECISION POSTING & CERTIFIED PAYROLL CHECKLIST

Post at the Division 1 jobsite (West Mary Street) in a conspicuous location accessible to workers:

- Current applicable Davis–Bacon Wage Determinations: GA20260061 (Heavy) and GA20260188 (Highway).
- U.S. DOL Davis–Bacon poster (WH-1321) and required OSHA/DOL posters provided with the wage packet.
- Project information (Owner, Prime Contractor, Site Address, Contract Number).

Certified Payroll & Labor Compliance (weekly):

- Submit weekly certified payrolls (e.g., WH-347 or equivalent) for prime and all subs; include classifications, hours, rates, fringes, and deductions.
- Maintain and make available all payrolls and basic records for 3 years; allow worker interviews as requested.
- Promptly correct any restitution/underpayment; City may withhold funds for non-compliance.

Wage Determination Validity:

- The City will verify any DOL modifications 10 days prior to bid opening and issue addenda if needed; contractors must use the posted wage decision and any pre-award modifications.

Questions: Submit to the City per Instructions for Proposals.

CITY OF DUBLIN, GEORGIA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (PRIMARY COVERED TRANSACTIONS)

West Mary Street Road and Drainage Improvements | CDBG Grant No.: 24p-x-087-2-6399

The undersigned certifies, to the best of his or her knowledge and belief, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR Part 180).

Recipient: City of Dublin

Project: West Mary Street Road and Drainage Improvements

Grant No.: 24p-x-087-2-6399

Authorized Official: Joshua Kight, Mayor

Organization: City of Dublin

Address: PO Box 690, Dublin, GA 31040

Signature: _____

Date: _____

CITY OF DUBLIN, GEORGIA

EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

West Mary Street Road and Drainage Improvements | CDBG Grant No.: 24p-x-087-2-6399

The Recipient certifies compliance with Executive Order 11246, as amended, 41 CFR Part 60, and the Equal Opportunity Clause and Construction Contract Specifications, and will ensure flow-down to all contractors and subcontractors.

Recipient: City of Dublin

Project: West Mary Street Road and Drainage Improvements

Authorized Official: Joshua Kight, Mayor

Organization: City of Dublin

Address: PO Box 690, Dublin, GA 31040

Signature: _____

Date: _____

**CITY OF DUBLIN, GEORGIA
DRUG-FREE WORKPLACE CERTIFICATION**

West Mary Street Road and Drainage Improvements | CDBG Grant No.: 24p-x-087-2-6399

Pursuant to the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and applicable Georgia requirements, the Recipient certifies that it will maintain a drug-free workplace and will secure equivalent certifications from contractors and subcontractors.

Recipient: City of Dublin

Project: West Mary Street Road and Drainage Improvements

Authorized Official: Joshua Kight, Mayor

Organization: City of Dublin

Address: PO Box 690, Dublin, GA 31040

Signature: _____

Date: _____

CITY OF DUBLIN, GEORGIA
SECTION 3 CONTRACTOR CERTIFICATION (24 CFR Part 75)

West Mary Street Road and Drainage Improvements | CDBG Grant No.: 24p-x-087-2-6399

Contractor shall indicate status and commit to Section 3 obligations. Complete where applicable:

Contractor Business Name: _____

Address: _____

City/State/ZIP: _____

Contact Person: _____

Is a Section 3 Business Concern? (Yes/No): _____

Type (DBE/MBE/WBE/Other): _____

Project: West Mary & West Moore Street Improvements
Grant No.: 24p-x-087-2-6399

Authorized Representative: _____

Signature: _____

Date: _____

CITY OF DUBLIN, GEORGIA
CERTIFICATION REGARDING LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352)

West Mary Street Road and Drainage Improvements | CDBG Grant No.: 24p-x-087-2-6399

The undersigned certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement. If non-Federal funds have been used for lobbying, Standard Form LLL will be submitted.

Prime Contractor / Organization: _____

Address: _____

City/State/ZIP: _____

Contract / Bid Number: ITB # 26-03-001

Project: West Mary Street Road and Drainage Improvements

Authorized Representative: _____

Signature: _____

Date: _____

CITY OF DUBLIN, GEORGIA
STANDARD FORM LLL (SF-LLL) – DISCLOSURE OF LOBBYING ACTIVITIES

West Mary Street Road and Drainage Improvements | CDBG Grant No.: 24p-x-087-2-6399

Complete this form only if lobbying activities were paid with non-federal funds.

1. Type of Federal Action (Contract/Grant/Coop. Agreement/Loan/Loan Guarantee/Loan Insurance):

2. Status of Federal Action (Bid/Offer/Application/Initial Award/Post-Award):

3. Report Type (Initial/Material Change): _____

4. Reporting Entity Name: _____

4. Reporting Entity Address: _____

5. Prime Name & Address (if sub awardee): _____

6. Federal Department/Agency: _____

7. Federal Program (CFDA/Assistance Description): _____

8. Federal Award/Identifying Number: _____

9. Lobbying Registrant (Name & Address): _____

10. Individuals Performing Lobbying (Name & Address): _____

Authorized Signature: _____

Name/Title: _____

Telephone: _____

Date: _____

Build America, Buy America (BABA) CDBG Requirements

What is Build America, Buy America?

- Enacted in the Infrastructure Investment and Jobs Act signed by President Biden on November 15, 2021.
- Requires that products purchased in connection with infrastructure projects funded by Federal financial assistance programs must be produced in the United States.
 - This requirement is known as the "Buy America Preference (BAP)."
- The following products used in Federally funded Infrastructure projects must be produced in the United States:
 - Iron and steel;
 - Manufactured products; and
 - Construction materials.
- For the purposes of BABA, an infrastructure project is defined as any project that includes the following activities: Construction, Alteration, Maintenance, Repair.
- Infrastructure includes: Buildings and real property (including housing), utilities, water and sewer systems, electrical transmission facilities and systems, broadband infrastructure, transportation infrastructure.

What is its applicability in CDBG projects?

The BAP is **now in effect for CDBG iron or steel projects** using funds obligated on or after November 15, 2022.

- The applicability of BAP is subject to HUD's Phased Implementation Waiver:
 - BAP will apply to "**Specifically Listed Construction Materials**" as of the date HUD obligates new federal financial assistance (FFA) from **FY24 appropriations**. Specifically listed construction materials include; Metals other than iron or steel (non-ferrous metals), lumber, composite building materials, plastic and polymer-based pipes/tubes
 - BAP will apply to all other **construction materials**, as of the date HUD obligates new federal financial assistance (FFA) from **FY25 appropriations**.
 - BAP will apply to **manufactured products**, as of the date HUD obligates new federal financial assistance (FFA) from **FY25 appropriations**.

How can the country of origin be documented?

- Products delivered to the construction site must have a signed certification letter from the manufacturer.
Basic elements of sufficient documentation:
 - Project name, project location, contract number, or project number
 - Description of product(s) (simple explanation sufficient to identify the product(s)), or an attached purchase order, invoice, or bill of lading.
 - Attestation statement referencing Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL.) and American Iron and Steel (AIS) requirements
 - Manufacturing location (s)
 - Signature of representative certifying knowledge of manufacturing processes.

Buid America, Buy America (BABA) CDBG Requirements

- In addition to compliance documentation, a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin.
- **Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.**

Will contract language be added to include BABA requirements?

- Architect/ Engineer contract should include obtaining and maintaining all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the recipient. The architect or engineer will need to certify to this action at the project's end.
- Construction Contract clause: All requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, shall be complied with if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- Contractors must provide manufacturers' certifications for all BABA compliant items to the responsible party before a request for reimbursement to the agency is made.

Should bid documents include information about the BABA requirements?

Advertisement for Bids

- This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Instructions to Bidders

- Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. If the Instructions include a Federal requirements section, include the following: BABAA requirements apply to this project.

Bid Form

- Bidder's representation section: Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

More guidance will be forthcoming as HUD develops its project-specific waiver process for the following categories: public interest, nonavailability, and unreasonable cost.



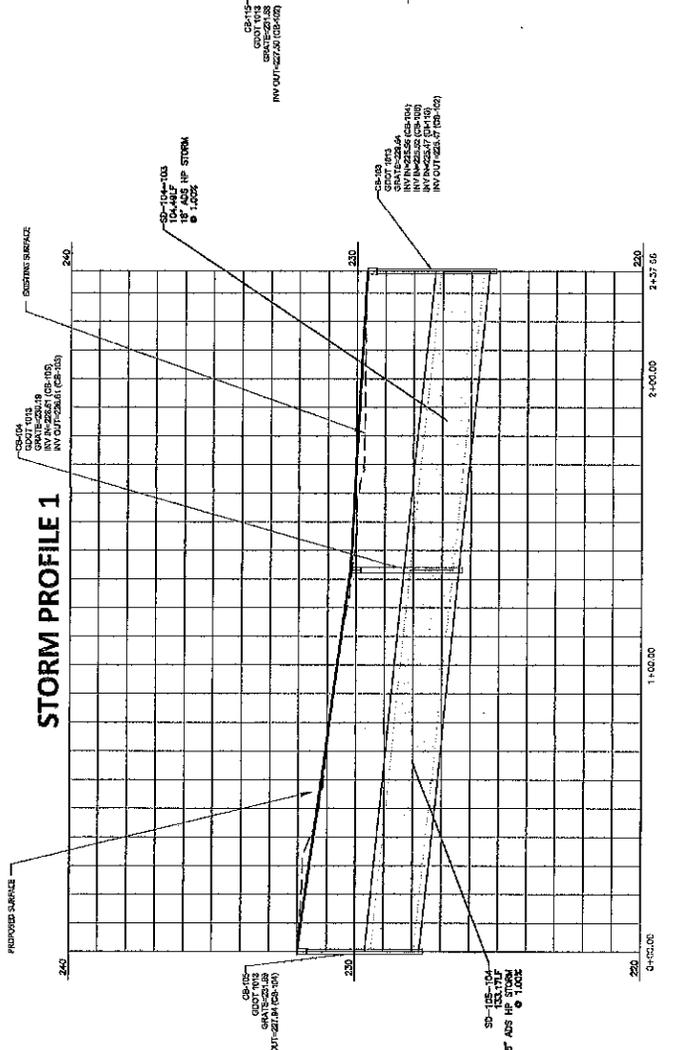
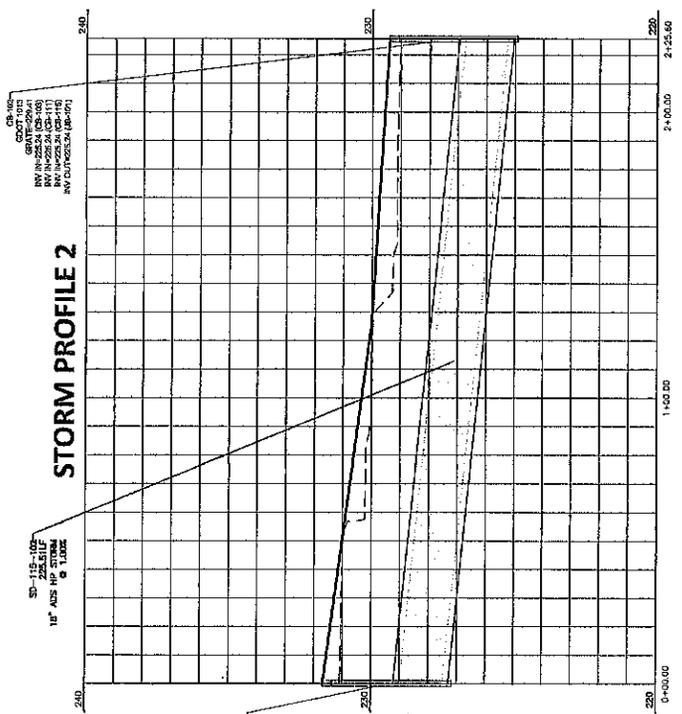
NO.	REVISION	BY	DATE

CE
CHRISTIAN & ELLINGTON
 ENGINEERING | LAND SURVEYING
 709 BELLEVUE AVENUE DUBLIN,
 GEORGIA 31021
 (478) 272-3019 | PER005476

WEST MARY STREET
 STREET AND DRAINAGE IMPROVEMENTS
 STORM PROFILE
 DUBLIN, GEORGIA

DATE: 08/20/2024	SCALE: 1" = 20' V, 1" = 20' H
DRAWN BY: J. BROWN	CHECKED BY: J. BROWN
PROJECT NO: 24-000	DATE PLOTTED: 08/20/24
PROJECT NAME: WEST MARY STREET	PROJECT LOCATION: DUBLIN, GA

C-301



DIVISION 1

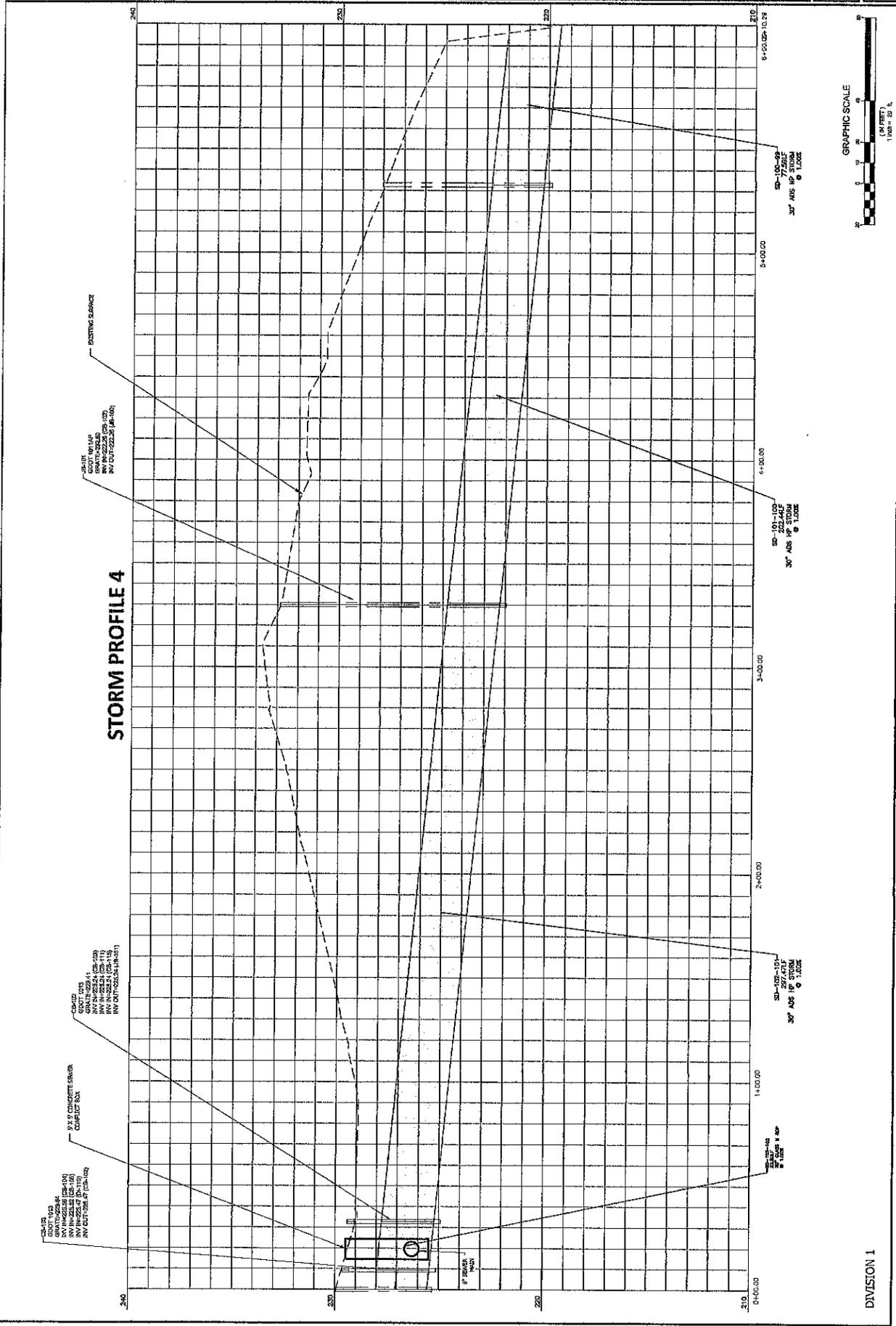


NO.	REVISION	DATE

CHRISTIAN & ELLINGTON
 ENGINEERING | LAND SURVEYING
 709 BELLEVUE AVENUE DUBLIN,
 GEORGIA 31021
 (478) 272-3013 | PE005476

WEST MARY STREET
STREET AND DRAINAGE IMPROVEMENTS
STORM PROFILE
 DUBLIN, GEORGIA

C-303



STORM PROFILE 4



DIVISION 1

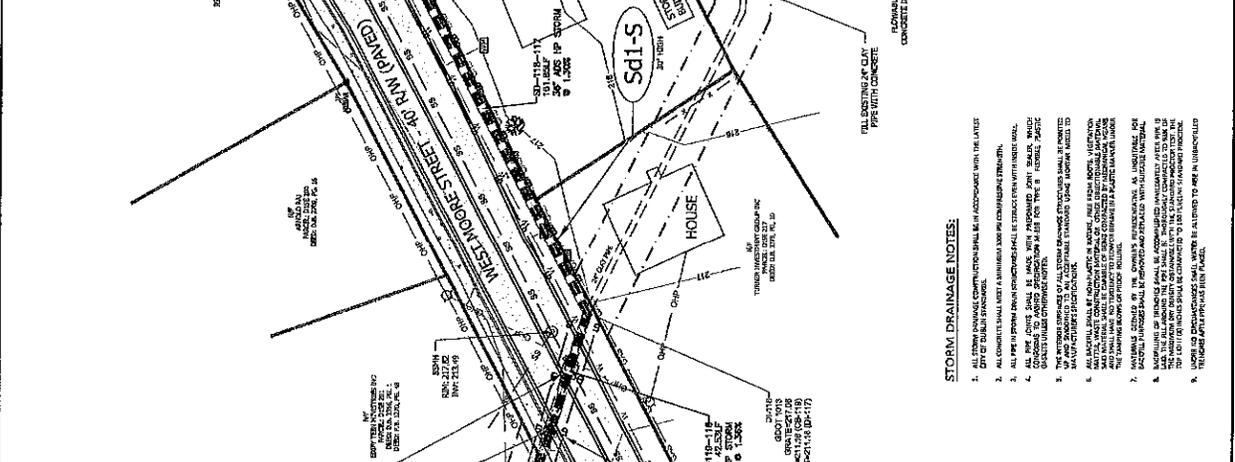
CE
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 10000
 STATE OF GEORGIA

GEORGIA811
 www.Georgia811.com
 Call before you dig

STANDARD NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.

EXISTING ITEMS LEGEND
 EXISTING MAJOR CONTOUR
 EXISTING MINOR CONTOUR
 12" WATER LINE
 6" WATER LINE
 8" SANITARY SEWER LINE
 UNDERGROUND POWER
 UNDERGROUND TELEPHONE
 PROPOSED'S RIGHT-OF-WAY
 EXISTING ASPHALT
 CONCRETE
 BUILDING

PROPOSED ITEMS LEGEND
 MAJOR CONTOUR
 MINOR CONTOUR
 24" FIBRE GLASS AND GUTTER
 CONCRETE
 2" ASPHALT OVERLAY
 STORM PIPE
 CROSSWALK
 TRAFFIC
 SIDEWALK
 FIBRE HYDRANT
 WATER METER
 DETECTABLE WARNING



STORM DRAINAGE NOTES:
 1. ALL STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 2. ALL STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 3. ALL STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 4. ALL STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.

SHADING NOTES:
 1. ALL SHADING AND COLORING OF THIS PLAN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 2. ALL SHADING AND COLORING OF THIS PLAN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.
 3. ALL SHADING AND COLORING OF THIS PLAN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS.

GRAPHIC SCALE
 1" = 20'

CE
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 10000
 STATE OF GEORGIA

DIVISION 2



LEWIS H. DUNN
 PROFESSIONAL ENGINEER
 LICENSE NO. 10000
 STATE OF GEORGIA

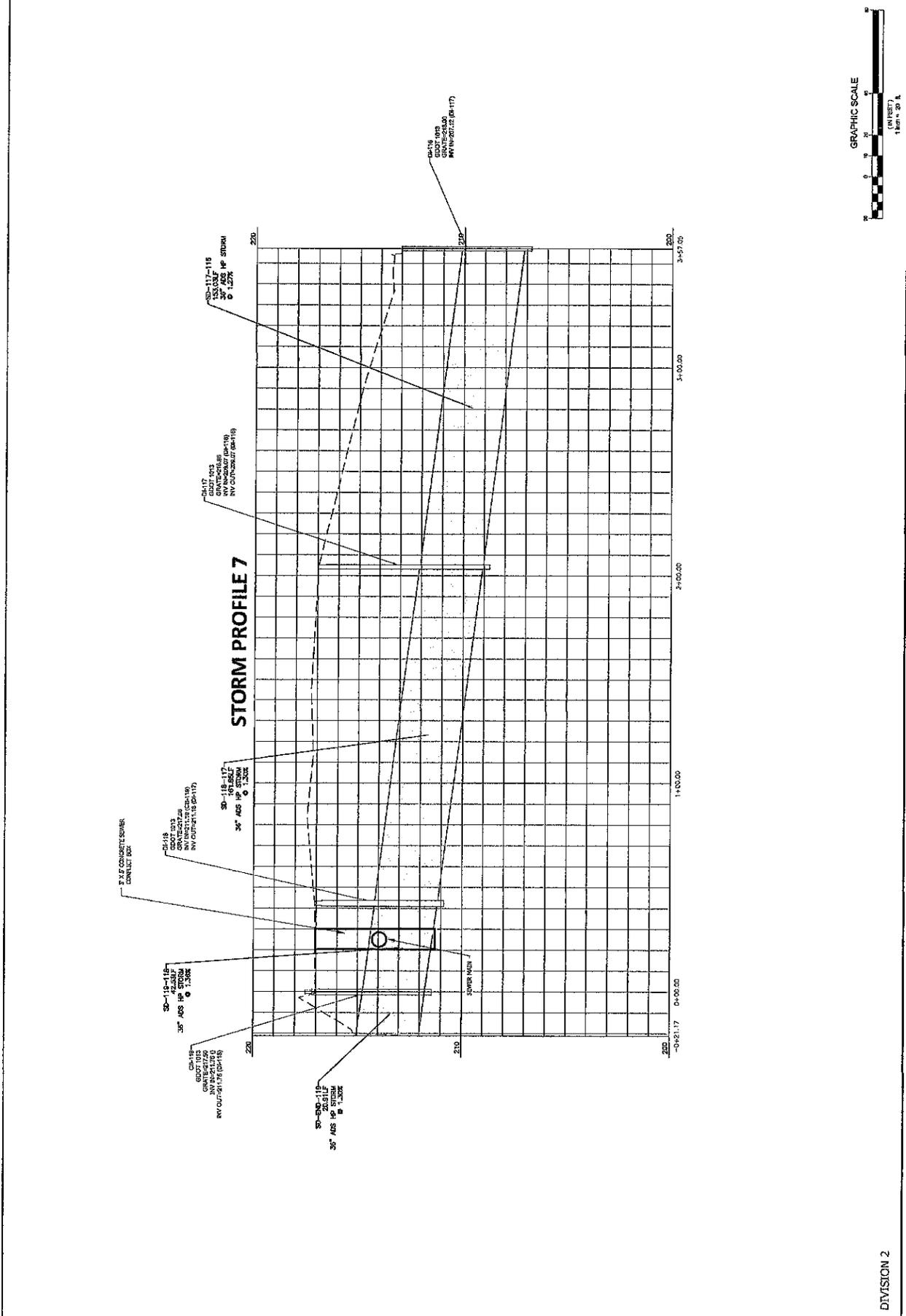
NO.	REVISION	DATE

C/E
CHRISTIAN & ELLINGTON
 ENGINEERING | LAND SURVEYING
 709 BELLEVUE AVENUE DUBLIN,
 GEORGIA 31021
 (478) 272-3013 | PER005476

WEST MOORE STREET
DRAINAGE IMPROVEMENTS
STORM PROFILE
 DUBLIN, GEORGIA

DATE: 08/20/2018	PROJECT: WEST MOORE STREET
DRAWN BY: J. BROWN	CHECKED BY: L. DUNN
SCALE: AS SHOWN	PROJECT NO.: 18-000

C-305



DIVISION 2



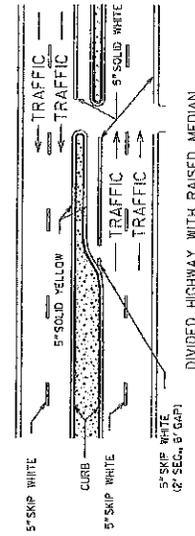
NO.	DATE	REVISION

CHRISTIAN & ELLINGTON
ENGINEERING & LAND SURVEYING
709 BELLEVUE AVENUE DUBLIN,
GEORGIA 31021
(478) 272-3013 | PER005476

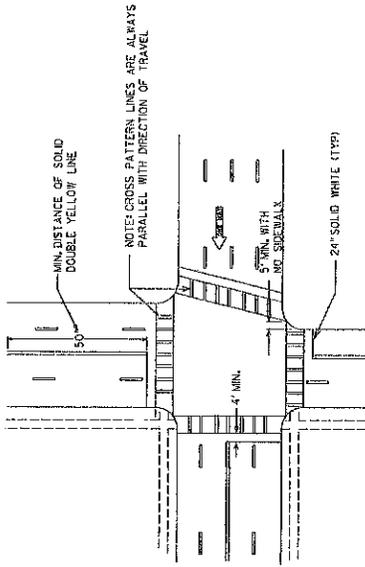
WEST MARY STREET
STREET AND DRAINAGE IMPROVEMENTS
CROSSWALK STRIPING DETAILS
DUBLIN, GEORGIA

C-505

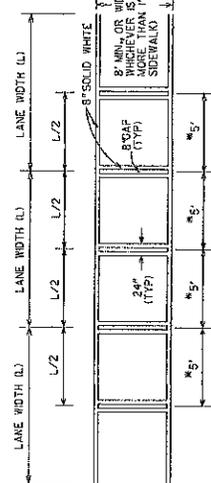
STATE	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
G.A.			



DIVIDED HIGHWAY WITH RAISED MEDIAN

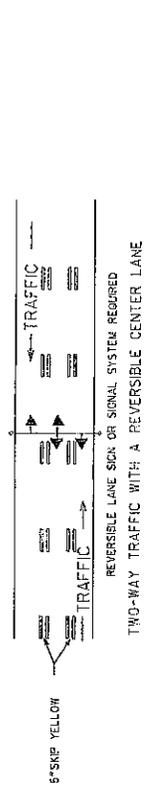


TYPICAL LOCATION OF CROSSWALKS AND STOP BARS



*USE WHERE THE LANE WIDTH EXCEEDS 12' OR WHERE LANE WIDTHS HAVE BEEN LIMITED

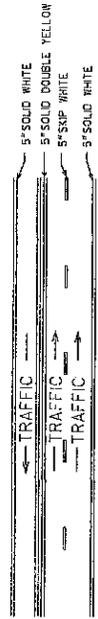
CROSSWALK DETAIL



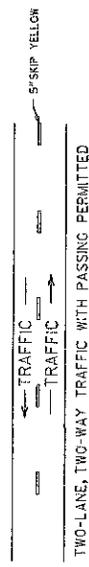
REVERSIBLE LANE SIGN OR SIGNAL SYSTEM REQUIRED
TWO-WAY TRAFFIC WITH A REVERSIBLE CENTER LANE



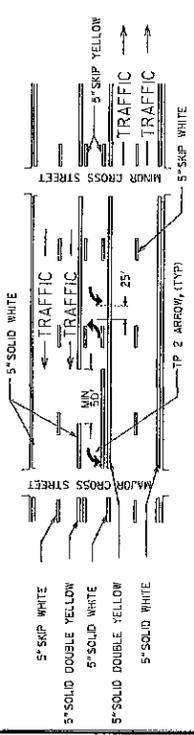
TWO-WAY TRAFFIC WHERE MOTORISTS IN A SINGLE LANE ARE PERMITTED TO PASS



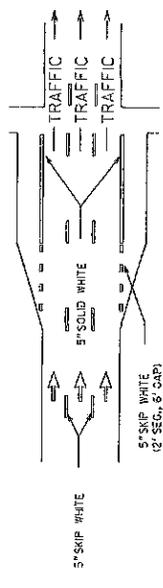
TWO-WAY TRAFFIC WHERE MOTORISTS IN A SINGLE LANE ARE NOT PERMITTED TO PASS



TWO-LANE, TWO-WAY TRAFFIC WITH PASSING PERMITTED



MULTI-LANE, TWO-WAY TRAFFIC WITH SINGLE LANE, TWO-WAY LEFT TURN CHANNELIZATION



ONE-WAY TRAFFIC WITH ADDED TURN LANES

GENERAL NOTES:

1. SPACING BETWEEN DOUBLE LINES SHALL BE EQUAL TO THE LINE WIDTH.
2. EDGE LINES SHALL BE PLACED A MINIMUM OF 4 INCHES FROM THE NORMAL EDGE OF PAVEMENT.
3. CONTRAST MARKINGS FOR SKIP STRIPING SHALL BE AS SHOWN IN DETAIL T-11B.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

CONSTRUCTION DETAILS
PAVEMENT MARKING PLACEMENT
NON-LIMITED ACCESS ROADWAY

NO. SCALE JANUARY 2000

NUMBER
T-11A

DESIGNED BY
CHECKED BY
DATE



NO.	REVISION	DATE	BY	CHK

CHRISTIAN & ELLINGTON
 ENGINEERING & LAND SURVEYING
 709 BELLEVUE AVENUE DUBLIN,
 GEORGIA 31021
 (478) 272-3013 | PE005476

WEST MARY STREET
 STREET AND DRAINAGE IMPROVEMENTS
 SQUARE TUBE POST DETAILS
 DUBLIN, GEORGIA

C-506
 SHEET NO. 1 OF 2
 DATE: JULY 2002
 SCALE: NO SCALE

STATE	GA.
PROJECT NUMBER	
SHEET TOTAL	
SHEET NO.	



70 MPH Wind Load Chart - 120' Gust Factor

SLIP BASE NOT REQUIRED

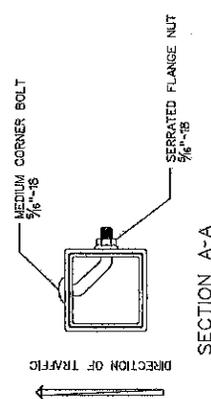
Sign Category	TYPE 7 2'-14" ga.		TYPE 8 2'-10" ga.		TYPE 8 2'-4" x 2'-12" ga.		GROUND MOUNTED BREAKAWAY SIGN SUPPORT REQUIRED TYPE 8a / TYPE 9a 2'-4" x 2'-12" ga. W/2" x 1/4" ga.	
	1 Post	2 Post	1 Post	2 Post	1 Post	2 Post	1 Post	2 Post
1	1.50	2.00	13.25	30.00	8.00	9.00	48.25	81.50
2	1.75	2.25	14.50	33.00	8.50	9.50	51.25	86.25
3	2.00	2.50	15.75	36.00	9.00	10.00	54.00	91.00
4	2.25	2.75	17.00	39.00	9.50	10.50	56.75	95.75
5	2.50	3.00	18.25	42.00	10.00	11.00	59.50	100.50
6	2.75	3.25	19.50	45.00	10.50	11.50	62.25	105.25
7	3.00	3.50	20.75	48.00	11.00	12.00	65.00	110.00
8	3.25	3.75	22.00	51.00	11.50	12.50	67.75	114.75
9	3.50	4.00	23.25	54.00	12.00	13.00	70.50	119.50
10	3.75	4.25	24.50	57.00	12.50	13.50	73.25	124.25
11	4.00	4.50	25.75	60.00	13.00	14.00	76.00	129.00
12	4.25	4.75	27.00	63.00	13.50	14.50	78.75	133.75
13	4.50	5.00	28.25	66.00	14.00	15.00	81.50	138.50
14	4.75	5.25	29.50	69.00	14.50	15.50	84.25	143.25
15	5.00	5.50	30.75	72.00	15.00	16.00	87.00	148.00
16	5.25	5.75	32.00	75.00	15.50	16.50	89.75	152.75
17	5.50	6.00	33.25	78.00	16.00	17.00	92.50	157.50
18	5.75	6.25	34.50	81.00	16.50	17.50	95.25	162.25
19	6.00	6.50	35.75	84.00	17.00	18.00	98.00	167.00
20	6.25	6.75	37.00	87.00	17.50	18.50	100.75	171.75

SIGN HEIGHT IS DISTANCE FROM GROUND LEVEL TO BOTTOM OF SIGN PLUS HALF THE HEIGHT OF SIGN.
 EXAMPLE: 4'-0" SIGN WITH 7'-0" FEET FROM GROUND TO BOTTOM OF SIGN. ADD HALF OF 4'-0" (2'-0") PLUS 7'-0" = 9'-0" HEIGHT.

SIGN PLATE SHALL NOT EXCEED 48" IN WIDTH ON A SINGLE POST.
 * TYPE 9 INSERT SHALL BE A CONTINUOUS POST INSERTED INTO THE TYPE 8 POST WHERE REQUIRED. THE INSERT POST SHALL EXTEND FROM THE BOTTOM OF THE SLIP BASE UPPER ASSEMBLY TO 4" BELOW THE BOTTOM OF THE SIGN. THE INSERT POST SHALL NOT EXTEND ABOVE THE BOTTOM OF THE SIGN. PAYMENT FOR THE INSERT POST SHALL BE PER LINEAR FOOT OF TYPE 9 POST.

GROUND MOUNTED BREAKAWAY SIGN SUPPORT WILL BE MEASURED AND PAID FOR SEPARATELY. THE COST FOR THIS WORK SHALL INCLUDE THE UPPER AND LOWER ASSEMBLY, STUB POST, CLASS "A" CONCRETE, ALL HARDWARE NECESSARY TO COMPLETE THE INSTALLATION, AND BE INCLUDED IN THE BD PRICE SUBMITTED FOR ITEM 638-3000.

POST	STUB SIZE
TYPE 7	2 1/4" x 2 1/4"
TYPE 8	2 1/2" x 2 1/2"
TYPE 9	2 1/2" x 2 1/2"



DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN

TYPE 7, 8, AND 9
 SQUARE TUBE POST
 INSTALLATION DETAIL
 NO SCALE
 JULY 2002

T-3A



NO.	REVISIONS	DATE

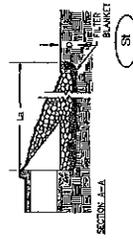
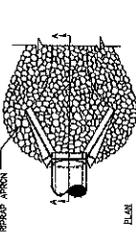
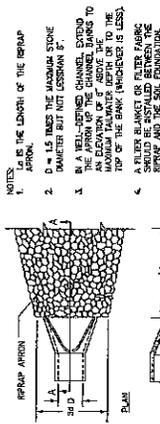
CHRISTIAN & ELLINGTON
 ENGINEERING | LAND SURVEYING
 709 BELLEVUE AVENUE DUBLIN,
 GEORGIA 31021
 (478) 272-3013 | P#005476

WEST MARY STREET
 STREET AND DRAINAGE IMPROVEMENTS
 EROSION CONTROL DETAILS
 DUBLIN, GEORGIA

SHEET NO. PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	C-511
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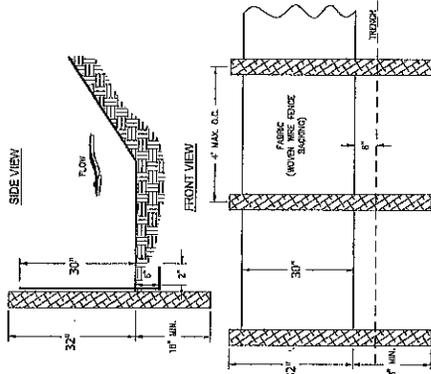
RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA - NO WELL DEFINED CHANNEL



SILT FENCE - TYPE SENSITIVE

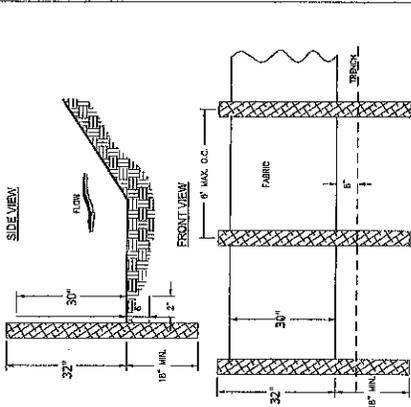
SIDE VIEW



NOTES:
 1. TYPE SENSITIVE SILT FENCES ARE USED WHERE EROSION, SEDIMENTATION, AND POLLUTION CONTROL IS REQUIRED.
 2. HEIGHT (H) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

SILT FENCE - TYPE NON-SENSITIVE

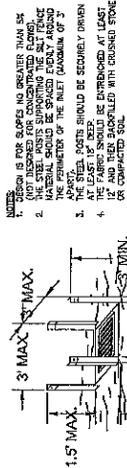
SIDE VIEW



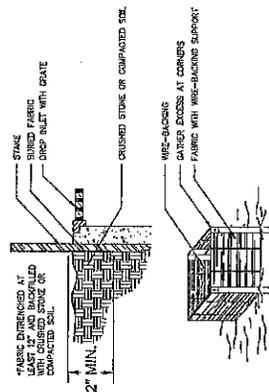
NOTES:
 1. TYPE NON-SENSITIVE SILT FENCES ARE USED WHERE EROSION, SEDIMENTATION, AND POLLUTION CONTROL IS REQUIRED.
 2. HEIGHT (H) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

STEEL FRAME AND SILT FENCE INSTALLATION



NOTES:
 1. FABRIC IS TO BE INSTALLED AS SHOWN.
 2. THE STEEL JOISTS SUPPORTING THE SILT FENCE SHALL BE SPACED AT 18" MAX. ON CENTER.
 3. APPROVED SLOTTED STEEL JOISTS SHOULD BE SECURELY ORIENTED AT LEAST 18" DEEP.
 4. THE FABRIC SHOULD BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE STEEL JOIST OR COMPACTED SOIL.



NOTES:
 1. FABRIC ORIENTED AT LEAST 12" ABOVE THE TOP OF THE STEEL JOIST OR COMPACTED SOIL.
 2. STAKE SHIP NAIL WITH GATE.
 3. CURVED STONE OR COMPACTED SOIL.
 4. WIRE-BACKING CAREP EXCESS AT CORNERS.
 5. FABRIC WITH WIRE-BACKING SUPPORT.

APPENDIX A

**MANDATORY
SECTION 3
PACKAGE**

Mandatory Section 3 Solicitation Package

This mandatory solicitation package has been developed in accordance with DCA's Section 3 Policy for Covered HUD Funded Activities. DCA encourages all sub-recipients, contractors, and sub-contractors to review this policy prior to completion of the solicitation package. For those solicitations that meet the applicable Section 3 thresholds, this package must be returned in accordance with the applicable instructions to the contracting entity prior to award **or at the time of submission of a bid/proposal in order to claim a Section 3 preference**. The Section 3 Clause, required forms, and instructions are included in this package.

To be considered for a contract award exceeding \$100,000, the entire solicitation package must be satisfactorily completed and submitted prior to award. In order to claim a preference for a contract award exceeding \$100,000, the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification portions of the solicitation package must be satisfactorily completed and submitted at the time of submission of a bid/proposal.

For Section 3 Covered Assistance of \$100,000 or less, the solicitation package must be made available to bidders/offerors in accordance with DCA's Section 3 Policy; however, bidders/offerors are not required to submit the solicitation package unless a preference is being claimed. In this case, only the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification must be completed at the time of submission of a bid/proposal

Any bid/proposal claiming a preference must include the completed and signed Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification, and be submitted by the bid/proposal deadline.

The following Section 3 forms must be completed and returned as instructed:

- Section 3 Self Certification and Action Plan
- Previous Section 3 Compliance Certification
- Assurance of Compliance Certification

Additionally, if the contractor is claiming certification as a 51% Resident Owned Business (ROB) or is certifying as a 30% employer, the Resident Self-Certification and Skills Data Form must be returned for all employees who meet the low- or very low-income requirement as well as the appropriate Section 3 Business Certification.

Section 3 Solicitation Overview and Instructions for Contractors

The DCA Section 3 Policy requires that, when the **Section 3 regulation is triggered**, every effort within the contractor's disposal must be made, to the greatest extent feasible, to offer all available employment and contracting opportunities to Section 3 residents and Section 3 businesses based on the compliance methods below.

All Contracts and All Contractors must meet Section 3 compliance by:

- A. Giving notice of any and all opportunities for employment and contracting to residents of the local Public Housing Authority (PHA), and other low and very low income area residents and businesses, by posting the opportunity in community sources generally available to low income residents and the general public. Exercising a ***minimum of three (3)*** of the following listed sources must be completed prior to offering employment to anyone not covered by Section 3 requirements:
 - 1. The local community newspaper
 - 2. The most widely distributed newspaper
 - 3. Company or agency website
 - 4. The management office of the local housing authority/homeless service agency/local low income housing community
 - 5. Local Workforce Board (i.e. Department of Labor)
 - 6. Local office of the Georgia Division of Family and Children Services
 - 7. Dodge Room <http://www.construction.com/dodge/dodge.asp>
 - 8. Other locations as approved by DCA
- B. The sub-recipient or contractor must check the HUD Section 3 Business Registry to determine if there are any Section 3 businesses in the County where the work will be performed. If there are Section 3 businesses in the County that may be able to perform the work, the sub-recipient or contractor must provide a copy of the contracting opportunity(ies) (e.g., bid notices) to the Section 3 businesses. See the HUD Section 3 Business Registry at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.
- C. Clearly stating in notices that the position is a "Section 3 covered position under the HUD Act of 1968 and that Section 3 Residents and Business Concerns are encouraged to apply."
- D. Placing the Section 3 Clause provided in Appendix A in ALL solicitations.
- E. When possible, other activities may be done to demonstrate effort to comply with the Safe Harbor Limits. These other efforts are listed in the appendix to part 135 of the Code of Federal Regulations—24 CFR Part 135 and include:
 - 1. Distributing or posting flyers advertising positions to be filled;

2. Contacting the local government or housing authority for a list of residents who have expressed interest in Section 3 employment;
 3. Holding job informational meetings for residents, contractors, etc...;
 4. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for training and employment positions.
- F. Linking residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- G. Working with DCA, the subrecipient or contractor as applicable in developing a communication and follow up process to track and report all Section 3 applications and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub-contracting are accurate. Provide preference in hiring and contracting to Section 3 applicants and contractors when employment or contracting opportunities are offered and all requirements are met and remain equal. Contractors must:
1. Provide this package to all sub-contractors when soliciting bids for all contracts or sub-contracts;
 2. Meet all the same processes in A-E; and
 3. Provide Preference to all sub-contractors meeting the definitions as stated in Section VI of DCA's Section 3 Policy for Covered HUD Funded Activities.
- H. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This means price and all other factors must be equal. Then the contractors that elect Preference on the Certification and Action Plan form that meet that Preference criterion will be provided Preference in the award of the contract as provided in Part VI., Preferences and Eligibility of DCA's Section 3 Policy for Covered HUD Funded Activities.

Example:

Bill's electrical and Sue's Electrical bid a job where the housing authority has a budget of \$500,000. Bill bids \$480,000 and elects a Preference as a Section 3 business concern because he qualifies as a 51% Resident Owned Business. Sue bids \$450,000 but does not elect any Preference. Both companies met all the other requirements. Sue will be awarded the contract because Bill's bid was higher.

Important items to remember about receiving Preferences in contract award:

All contractors and/or subcontractors that elect a Preference and are awarded a contract must be in compliance prior to the issuance of a Notice to Proceed by DCA, the subrecipient, or the contractor based on the policies established for the applicable DCA funding program. The contractor and/or subcontractor must maintain the elected Preference standard during the entire contract or risk having the contract terminated for failure to comply. **See Appendix B for further details.**

When a contractor and/or subcontractor that elected a Preference is unable to identify a Section 3 resident or a Section 3 business for employment or contracting opportunities, the contractor then **must** offer employment related training to the Section 3 residents in the county. The training must be provided according to Part VII – Other Economic Opportunities in DCA’s Section 3 Policy.

Appendix A
Section 3 Clause

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Appendix B

Section 3 Contract Non-Compliance Cure /Termination Processes

This language is a component of contract compliance with the work to which you are responding in this solicitation. The full requirements are provided in the Section 3 Clause found elsewhere in this package and in DCA's Section 3 Policy for Covered HUD Funded Activities.

Any subrecipient or contractor claiming Preference **must be in compliance prior to issuance of a notice to proceed by DCA, subrecipient, or contractor based on the policies established for the applicable DCA funding program. This preference can be met by any of the three qualifications:**

1. Resident Owned Businesses (ROBs) owned and operated at 51% by Section 3 Residents.
2. Businesses that employ Section 3 residents at no less than 30% of the contractors aggregate full time staff.
3. Contractors that at the time of bid show evidence (meaning the specific name and preference met) of their intent to award no less than 25% of their total award to Section 3 business concerns.

The subrecipient or contractor must maintain compliance throughout the life of the contract. The contractor understands and agrees that a compliance management firm may be used to conduct routine and certified payroll reviews to ensure compliance. The Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

Failure to meet the Section 3 requirements will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with DCA's Section 3 Policy.

DCA, the subrecipient or contractor shall execute these remedies to achieve compliance in this order:

NON-COMPLIANCE CURE PROCESS

- A. Based on the first observation or report of non-compliance with Section 3, the subrecipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The subrecipient or contractor will have until the next payroll or 10 business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.
- B. DCA, the subrecipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for non-compliance. If DCA, the subrecipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the subrecipient, or the contractor can extend the response period one time

for up to 5 business days to allow the violating party to identify and secure other compliance options.

NON-COMPLIANCE TERMINATION PROCESS

If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the subrecipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the subrecipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to the number of days out of compliance divided by the total contract period multiplied by the contract amount. For example, if a violating party is out of compliance for 30 days of a total contract period of 120 days and as part of total contract of \$600,000, then the liquidated damages will equal 25% (30/120) of the total contract amount (\$600,000), or \$150,000. At DCA's determination, any liquidated damages received must be paid to the subrecipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns.

DCA, the sub-recipient, or the contractor will hold **all funds due to the violating party until such time that a financial workout is completed.**

Additionally the violating party may be banned by DCA, the sub-recipient, and the contractor on future HUD funded projects.

Appendix C
Section 3 Forms

I am Certifying as a Section 3 Business Concern and requesting Preference accordingly (Select only One Option):

Option 1

- A business claiming status as a Section 3 Resident-Owned Business Concern (ROB) entity:

_____ Initial here to confirm selection of this option

Option 2

- A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractors' employees:

Check all methods you will employ to secure Section 3 Residents/Persons

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm selection of this option

I anticipate my total number of employees for this contract to be ____ and ____ will be qualified Section 3 Residents/persons.

Option 3

- A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:

Attach a list of intended subcontract Section 3 business(es) with subcontract amount.

Attach certification & all supporting documentation for each planned subcontract Section 3 Business.

_____ Initial here to confirm selection of this option

I am NOT Requesting Preference under Section 3:

I am NOT certifying as a qualified Section 3 Business Concern and I am not requesting a preference. However if I do trigger the regulation by doing any sub-contracting or hiring, I will comply by meeting all requirements of DCA's Section 3 policy and am committing to do the outreach as specified below.

Check all methods you will employ to secure Section 3 Residents/Businesses
 Posting the position/contract opportunity in community sources that are generally available to low income residents and Section 3 Businesses and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm selection of this option

Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Notarial Affidavit

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

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Notarial Seal)

**Housing and Urban Development Act of 1968
(12 U.S.C. 1701 U)**

Contract/Solicitation Name or Number:

DCA Funding

Program: _____

Entity Receiving DCA Funding Award: _____

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Policy of DCA, its subrecipients and contractors to the greatest extent feasible is adhered to, and to serve as the "assurance of compliance" certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by DCA.

Description of the project's work detail: The project work will be as listed in the final scope of work in the contract with DCA, its subrecipients and contractors including any change orders. List all known subcontractors below:

Subcontractor(s): _____

Use an additional sheet if required.

Note: If subcontractors are unknown at this time, print UNKNOWN on the line above. Also, the contractor must notify DCA or subrecipient if subcontractors are added or changed during the contract.

Any changes to this certification requires a resubmission of this form to DCA or subrecipient.

Preliminary Statement for Work Force Needs:

DCA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and Business Concerns during the course of the contract funded by DCA via its subrecipients and contractors. Please list the status of all planned employment positions and opportunities for this contract. **Preference for all opportunities must be given to low and very low-income residents if they qualify. If awarded a contract, regardless of whether your firm has elected a preference, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute NEW hires. You must notify DCA, its subrecipient or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. The anticipated workforce list may be provided on a separate sheet or in a different format.**

<u>List All Employees</u>	<u>Date Hired</u>	<u>Section 3 Resident (Yes/No)</u>	<u>Job Title/Trade</u>	<u>Salary Range</u>
Name: Address: City, ZIP:				
Name: Address: City, Zip Code:				
Name: Address: City, Zip Code:				
Name: Address: City, Zip Code:				

Use additional pages as needed.

"To the Greatest Extent Feasible":

The Contractor has identified ___ # of **OPEN** positions with respect to this contract. The positions are filled by the _____ (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with eligible Section 3 residents.

Documentation of “To the Greatest Extent Feasible”:

The contractor will work with DCA, its subrecipients, and contractors staff to notify residents of any opportunities afforded under the contract. The contractor will partner with DCA, its subrecipients, and contractors by giving preference of any employment opportunities to the Section 3 persons or businesses.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low-income and very low-income residents and Section 3 businesses, as applicable. The contractor must also document their recruiting efforts and any impediments to compliance with DCA’s Section 3 policy and the requirements of this solicitation package. This documentation must be submitted to the recipient or sub-recipient.

1. DCA, its subrecipients and contractors shall: Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Conduct solicitation in accordance with DCA’s Section 3 policy and the requirements outlined in the solicitation package.

The contractor shall review all employment applications and determine if low-income and very low-income residents or Section 3 businesses meet minimum hiring or contracting qualifications. If these applicants meet such minimum qualifications, but are not hired due to lack of employment opportunities or for other reasons, they will be placed on a priority list and offered positions/contracts upon the occurrence of the first available appropriate opening.

Utilization of Section 3 Businesses Located Within the County:

The subrecipient or contractor does ___ does not ___ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions. Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:

The subrecipient, contractor or subcontractor, as applicable, shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc., in connection with this contract. If a report is needed in the future, the subrecipient, contractor or subcontractor, as applicable, agrees to provide all records upon request. The contractor

shall, upon request, provide such records or copies of records to HUD, DCA, their subrecipients, contractors, staff, or agents. Records shall be maintained for at least three (3) years after the close of the contract.

Reports:

The subrecipient or contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The subrecipient or contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the subrecipient or contractor is selected but before the contract is executed, and
- 2) With persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The subrecipient, contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the information on the preceding pages is true and correct.

Signature

Date

Print Name

Title

Purpose:

The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended, and who is:
 - I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Service area means the geographical area in which the persons benefiting from the Section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families. The most recent income limits established for each county may be found at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/>.

Subrecipient or Contractor to Insert 2013 Income Limits for Project Location

FY 20XX Income Limit Area	Median Income	FY 20XX Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
		Very Low (50%) Income Limits								
		Low (80%) Income Limits								

**RESIDENT SECTION 3 SELF-CERTIFICATION
AND SKILLS DATA FORM
AFFADAVIT**

STATE OF _____

County of _____

I, _____, a Notary Public of the City/County of _____,
State of _____, do hereby certify that, _____, whose
name is signed to the writing above bearing date on the _____ Day of _____,
20____, has acknowledged the same before me in my State aforesaid.

Given under my hand and official seal, this the _____ day of _____, 20____.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Notarial Seal)

SECTION 3 BUSINESS CONCERN SELF CERTIFICATION

The Georgia Department of Community Affairs (DCA) is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 Business Concerns and targeting Section 3 Business Concerns for business opportunities, events and educational programs.

In an effort to comply with Federal Section 3 Regulations which promote contract, employment and training opportunities for State of Georgia residents, DCA has instituted a Section 3 Self Certification process.

Businesses seeking certification must complete and submit the attached Section 3 Business Concern Self Certification forms as follow:

1. If your company is qualified because it is owned (51% or more) by one or more Section 3 residents, then complete **Form A, "Section 3 Business Concern – Resident Business Owner(s) Verification"**;

OR

2. If your company is qualified because 30% or more of its full time permanent workforce are Section 3 Residents*, then complete **Form B, "Section 3 Business Concern – 30% + Workforce"**.

OR

3. If more than 25% of all subcontract work to be awarded shall be performed by Section 3 business concerns as described above, then complete **Form C, "Section 3 Business Concern-Subcontractor"**.

Please answer all questions, sign the completed forms, and notarize the affidavit.

Completed packets must be returned to the subrecipient or contractor as follows:

Name of subrecipient/contractor: _____

Attn: _____

Mailing Address: _____

If you have any questions or require assistance, please contact:

Name: _____

Phone Number: _____

Email Address: _____

Form A
SECTION 3 BUSINESS CONCERN
Resident Business Owner(s) Verification

A business can be certified as a Section 3 Business Concern if the business is owned (51% or more) by Georgia Section 3 Resident(s).

Name of Owner: _____

Home Street Address: _____

Home City, County, & Zip Code: _____

Name of Business: _____

Percentage of Ownership: _____%

Low- to – Moderate Income (80% of Median)

Check the appropriate box for your family size and income *if your total household income is equal to or less than the Gross Household Income Maximum amount listed for your appropriate household size:*

Check Box	# of Persons in Household	Gross Household Income Maximum
	1 Individual	
	2 Individuals	
	3 Individuals	
	4 Individuals	
	5 Individuals	
	6 Individuals	
	7 Individuals	
	8 Individuals	

(Effective _____, 2013)

If the business is owned by more than one Section 3 resident, list each owner below and each should submit a separate Resident Business Owner Verification Form (Form A).

Please list additional Section 3 Resident owners of the business below:

Name	Position	% Percentage of Ownership

I certify that I am a resident of the State of Georgia and my total household income last year was not more than the amount shown above for my family size. I further certify the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print: _____ Signature: _____ Date: _____

Form B
SECTION 3 BUSINESS CONCERN
30% + Workforce

A business can be certified as a Section 3 Business Concern if at least 30% of its permanent, full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of the first employment with the business. You may also certify as a Section 3 Business Concern if, for this award, you will hire Section 3 residents for at least 30% of your permanent, full-time employees for this specific project. For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for all permanent, full-time employees.

You may attach additional copies of this chart, if necessary.

List All Employees	Date Hired	Section 3 Resident	Job Title/Trade	Salary Range
Name: Address: City/Zip:				
Total Number of Employees:	<u>Full-Time:</u>	<u>Part-Time:</u>	<u>Contract:</u>	
Number of Section 3 Residents:				
Section 3 % of Total Workforce:				

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print Name: _____

Title: _____

Company Name: _____

Signature: _____

Date: _____

Form C
SECTION 3 BUSINESS CONCERN
Subcontractor Awarded

A business can be certified as a Section 3 Business Concern if the firm makes a commitment to subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to be awarded to: A) Section 3 Resident Owned Businesses; or B) Businesses for which 30% or more of their permanent full-time workforce is comprised of Section 3 Residents.

List all work performed by Section 3 Business Concerns Identified (This Form is to be updated as Section 3 Business Concerns are awarded through the completion of the project):

Name of Business	Qualifying Conditions	Total Contract Award

All identified Section 3 Business Concerns listed above are required to complete a Section 3 Self Certification Application (Forms A – C as appropriate) or provide proof of Section 3 Certification status. Attach all required documents to this form.

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 business concern.

Print Name: _____

Title: _____

Company Name: _____

Signature: _____

Date: _____

END PAGE APPENDIX A

APPENDIX B

WAGE DECISION PACKAGE



GEORGIA DEPARTMENT
of COMMUNITY AFFAIRS

February 26, 2026

The Honorable Joshua Kight
Mayor, City of Dublin
Post Office Box 690
Dublin, Georgia 31040

Re: CDBG 24p-x-087-2-6399

Wage Decision Number GA20260061, Mod. 0
GA20260188, Mod. 0

Dear Mayor Kight,

In response to your request, enclosed is the Wage Decision applicable to the CDBG Project referenced above. It must be incorporated into the construction contract specifications before release to prospective bidders. The specifications must also include the Federal Labor Standards Provisions and other applicable contract clauses. These clauses can be obtained from the Office of Grant Administration upon request.

This Wage Decision is effective until a change or modification is issued by the US Department of Labor (DOL). If the change or modification is published by DOL less than 10 days before the bid opening, the requirement to use the modification may be waived if you find there is not sufficient time to notify all bidders of the modification, and a report of that finding is made part of the contract solicitation file. Please note that modifications or changes will not be automatically issued. You or your grant administrator must contact our Office 10 days prior to the bid opening to verify that the Wage Decision is still valid. Our Office will issue the appropriate Wage Decision, if needed, at that time.

Also enclosed are posters from the US Department of Labor and the US Occupational Safety and Health Administration. These posters, along with the subject Wage Decision, must be conspicuously displayed at the job site for review by workers at the site. Weekly payrolls and certifications must be submitted by the General Contractor and reviewed by your local contract administrator to verify that all laborers and mechanics engaged in the construction, including those employed by subcontractors, have been paid not less than the wage rates (including fringe benefits) required by the applicable Wage Decision. Before the award of the construction contract, the contractor must be cleared by this Office to verify eligibility for an award of a federally assisted contract. Please return the enclosed "Notice of Contract Action" to this Office to advise us when the contract is awarded, or construction started. Failure to submit the form may affect construction drawdowns.

If you have any questions or need additional assistance, please contact your CDBG Program Representative or I may be reached at (470) 883-1063.

Sincerely,

Shelli Lockwood

Shelli Lockwood
CDBG Compliance and Reporting Specialist

Cc: Sherry Kurtz, Grants Specialists of Georgia
Cindy Alligood, DCA



"General Decision Number: GA20260061 01/02/2026

Superseded General Decision Number: GA20250061

State: Georgia

Construction Type: Heavy

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

Counties: Baldwin, Bleckley, Dodge, Dooly, Laurens, Macon, Schley, Stewart, Sumter, Talbot, Taylor, Troup, Upson, Webster, Wilcox and Wilkinson Counties in Georgia.

Modification Number 0 Publication Date 01/02/2026

ELEC0613-020 03/03/2025

SCHLEY, STEWART, TALBOT, TAYLOR, TROUP, & WEBSTER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.65	33%

ELEC1316-016 09/01/2024

BALDWIN, BLECKLEY, DODGE, LAURENS, MACON, UPSON, & WILKINSON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.00	5.5%+12.95

ELEC1531-009 12/01/2024

DOOLY, SUMTER, & WILCOX COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.50	4%+13.70

SUGA2012-091 08/11/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 15.21	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.11	1.78
LABORER: Common or General.....	\$ 10.69	0.00
LABORER: Pipelayer.....	\$ 11.48	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.86	1.76
OPERATOR: Grader/Blade.....	\$ 18.88	1.32

OPERATOR: Loader.....\$ 15.92 0.00

TRUCK DRIVER: Dump Truck.....\$ 12.00 2.14

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

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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OPERATOR: Grader/Blade.....	\$ 17.72	0.00
OPERATOR: Hydroseeder.....	\$ 11.72	0.00
OPERATOR: Loader.....	\$ 14.99	0.00
OPERATOR: Mechanic.....	\$ 21.61	0.00
OPERATOR: Milling Machine.....	\$ 14.63	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.29	0.00
OPERATOR: Piledriver.....	\$ 20.34	2.86
OPERATOR: Roller.....	\$ 12.87	2.08
OPERATOR: Scraper.....	\$ 11.30	0.00
OPERATOR: Screed.....	\$ 13.52	0.00
OPERATOR: Tractor.....	\$ 11.62	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.54	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.59	0.00
TRAFFIC SIGNALIZATION: Laborer.....	\$ 13.72	0.66
TRUCK DRIVER: Dump Truck.....	\$ 14.69	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.15	0.00
TRUCK DRIVER: Hydroseeder Truck.....	\$ 11.23	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 11.82	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.08	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.99	0.00

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

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preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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END OF GENERAL DECISION

"

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



OSHA[®]
Occupational Safety
and Health Administration

Job Safety and Health

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



NOTICE OF CONTRACT ACTION, PRIME CONTRACTORS
Community Development Block Grant

ACTION THIS REPORT

- Notice of Award
- Start of Construction

Please attach itemized bid tabulation

Contract(s) No: _____

Grantee: _____

Grant Number: _____

Submitted by: _____

Phone No: _____

Date Submitted: _____

RETURN TO:

CDBG Administrative Secretary
 GA. Dept. of Community Affairs
 60 Executive Park South, NE
 Atlanta, Georgia 30329-2231

Contract 1

Contract 2

Contract 3

- 1. Activity Number
- 2. Architect/Engineer Name
- 3. Description of Work
- 4. Wage Dec.# / Mod. #
- 5. Bid Date
- 6. Date of Execution
- 7. Contract Amount
- 8. Contractor/Address
- 9. Construction Start Date
(n/a at time of award)
- 10. Estimated Completion Date

	Contract 1	Contract 2	Contract 3

- INSTRUCTIONS:**
- 1. Complete this form each time an award and/or start of construction. If award and/or construction start date coincide, only one report activity should be submitted. This also applies to multiple contracts.
 - 2. Include appropriate information for all contracts each time form is submitted.
 - 3. Number reports beginning with #1. Mark last report "Final".
 - 4. Submit "Request for Clearance of Prime Contractor" separately.
 - 5. Attach certified bid tabulation.

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago incluida en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

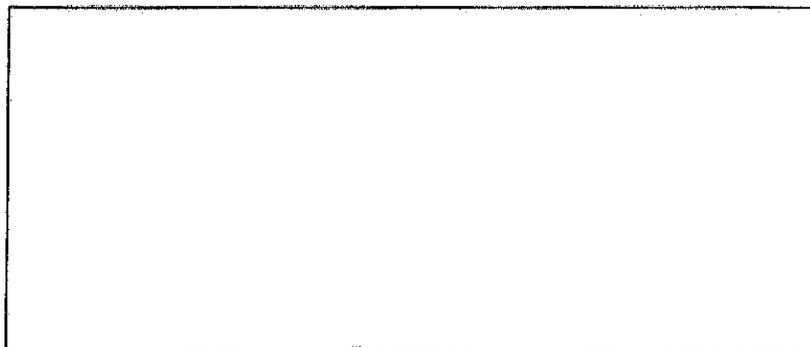
Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempos debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempos. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:



o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd





OSHA[®]
Administración de
Seguridad y Salud
Ocupacional

Seguridad y Salud en el Trabajo ¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedirle a la OSHA inspeccionar su lugar de trabajo si usted cree que hay condiciones peligrosas o insalubres. Su información es confidencial. Algún representante suyo puede comunicarse con OSHA a su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualesquieras citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Reportar a la OSHA todas las fatalidades relacionadas con el trabajo dentro de 8 horas, y todas hospitalizaciones, amputaciones y la pérdida de un ojo dentro de 24 horas.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Los empleadores de tamaño pequeño y mediano pueden recibir ASISTENCIA GRATIS para identificar y corregir los peligros sin citación o multa, a través de los programas de consultación apoyados por la OSHA en cada estado.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.



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