

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: City Management **Presenter(s) & Title:** Nathan Ingram, Assistant City Manager

Agenda Item Title:

Discussion and Possible Action to Approve the Public Safety Building Roof Replacement Project

Summary:

On April 1, the City issued an RFP for Contractor Services to replace the Public Safety Building's roof. City staff, along with a representative from CROFT (assisting the City with the RFP and managing the project), conducted a mandatory pre-bid meeting on April 15, 2026. At this meeting, the City hosted (16) sixteen individuals, representing approximately (14) different companies, to discuss details of the RFP, as well as afford the attendees an opportunity to inspect the roof and building. Proposals were due May 6th. The City received four proposals; Albion, Manhattan, Roof Tech Partners, & Southern Wall Systems. A committee was convened that reviewed the proposals and interviewed the four proposers. A unanimous decision was made by the review committee to recommend an award to Roof Technology Partners.

Budget Implications:

Budgeted? ☐ Yes ☒ No ☐ N/A

Total Cost of Project: _____ Check if Estimated ☒

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff Recommends Council consider: Motion to approve the Mayor to sign a contract with Roof Technology Partners for the Public Safety Roof Replacement project in an amount not to exceed \$456,408.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

Proposed Contract

City of Canton
RFP 66114-26-RFP-0401
Review of Proposals

	Manhattan	Albion	Roof Tech Partners	Southern Wall Systems
Cost Proposal				
1 Immediate Temp. Repairs	\$ 110,000	\$ 19,660	\$ 2,500	\$ 56,539
2 Due Diligence and Design	14,000	42,855	10,000	41,200
3 Preconstruction	45,800	3,750	2,500	103,498
4 Demolition	75,000	25,713	102,300	507,251
5 Construction	507,000	873,441	207,800	905,916
6 Closeout	30,000	3,214	7,500	8,718
Base Total	\$ 781,800	\$ 968,633	\$ 332,600	\$ 1,623,122

Itemized Unit Price

Replace Coverboard/4'x8' Sheet	\$202.00	Inc	\$100.00	\$86.40
Replace R-30 Polyiso Ins./4'x8' Sheet	\$303.00	Inc	\$220.00	\$224.70
Replace Plywood Decking/4'x8' Sheet	\$161.00	\$165.00	\$95.00	\$172.80

Options

Salvage Removed Metal Panels	Inc	\$20,570	\$8,200	\$21,312
Gutters (Existing - Solder & Seal)	\$13,300	Inc	N/A	\$312,788
Gutters (New - Replace Copper)	\$61,000	\$83,435	\$39,540	\$481,569
Brick Protection	\$6,500	TBD	\$15/LF	\$32,261

Recommendation to Council:

Award the Roof Project to Roof Technology Partners.

Base project cost	\$ 332,600
Options	
Salvage Existing Metal Panels	8,200
Gutters - Replace	39,540
Project Sub-Total	\$ 380,340
20% Contingency for Itemized Unit Price Items and/or Other	76,068
Estimated Total Project Cost	\$ 456,408



CONSTRUCTION AGREEMENT

Contractor: Roof Technology Partners

Address: 323 Bell Park Dr,
Woodstock, GA 30188

Primary Contact: Austin Letlow (Account Executive)
(name and title)

Phone: 678-401-5200

Fax: 678-401-7850

Authorized Representatives of the Contractor (those individuals with the authority to sign and make decisions on behalf of the Contractor):

Name: Scott Cogger
Title: President
Phone: 678-401-5200
Cell Phone: 770-861-8300
Email Address: scott@rooftechnologypartners.com

Name: NA
Title:
Phone:
Cell Phone:
Email Address:

THE TERMS ON THIS COVER PAGE ("COVER PAGE") ARE INCORPORATED INTO THE

Scope of Work:

Contract Price: \$456,408.00

Payment Terms: SEE CONSTRUCTION AGREEMENT

CONSTRUCTION AGREEMENT AS IF FULLY SET FORTH THEREIN.

CONSTRUCTION AGREEMENT

This Construction Agreement (this “Agreement”) is entered into this 24th day of June, 2026, by and between Roof Technology Partners, LLC (“Contractor”) and City of Canton, with its corporate offices located at 110 Academy Street, Canton, GA 30114 (“Owner”).

For and in consideration of the agreed Contract Price and Work as set forth below in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be bound by the terms hereof, agree as follows:

Section 1 Cover Page Terms

The terms stated on the Cover Page to this Agreement are hereby incorporated herein by reference as if fully set forth herein. Should any conflict or confusion arise between the Cover Page and this Agreement, this Agreement shall govern in all respects.

Section 2 Contract Documents

2.1 Contract Documents. The “Contract Documents” consist of the following: (i) this Agreement and any exhibits or attachments hereto; (ii) any Change Orders, Field Work Orders or amendments to this Agreement, (iii) the contract (including any exhibits or attachments hereto) between the Owner and Contractor for the below-referenced Project (the “Contract”), including without limitation all conditions of the Contract between the Owner and Contractor (general, supplementary and any other conditions); and (iv) all Drawings, specifications, and other documents referenced in said Contract, including without limitation all addenda and modifications to the Contract issued subsequent to the execution of the Contract whether before or after the execution of this Agreement. With respect to its Work (as defined below), Contractor agrees to be bound to the Owner by all of the terms and conditions of the Contract and the Contract Documents thereto. The specifications, drawings, Submittals (as defined below), materials or equipment and addenda most pertinent to this Agreement, and which are included in the Contract Documents, are attached hereto as Exhibit “A” hereto, and incorporated herein by reference as if recited fully herein.

Section 3 Scope of Work

3.1 Scope of Work. Contractor, as an independent contractor employed by Owner, agrees to provide and furnish all labor, materials, scaffolding, equipment, supervision, systems, machinery, tools, apparatus, transportation, shop drawings, mock-ups, samples, and Submittals (as defined hereinafter) necessary to provide, furnish and complete the work and Specific Requirements (the “Work”), all to be performed in connection with City of Canton Public Safety Building Roof Replacement (the “Project”).

3.2 Daily Clean-Up Requirements. Contractor shall clean up its area of the work-site on a daily basis. All work-site debris shall be deposited in such containers located in an area designated by Contractor.

Section 4 Changes to Scope of Work

4.1 Change Orders. In the event Owner desires to change the scope of Work, order extra and/or additional work, deletions, or other modifications to the Contractor's Work, Owner shall deliver a written notice to Contractor (a "Change Order"). If Owner delivers an oral instruction for a Change Order to Contractor, Contractor agrees that it shall not proceed to make such changes (either additions or deletions) without the Change Order being delivered in writing and signed by the Owner. *Change Orders may be delivered by facsimile or electronic mail with pdf (portable document format) attachment.* Each Change Order shall state the approved value (in dollars) and authorized time allocated (and the Project Schedule shall be adjusted accordingly) to complete the Change Order. If a Change Order is based upon a change, revision or requirement of the Architect or Owner, then any adjustment to the Contract Price and the time for completion of the Contractor's Work shall be agreed upon by Owner and Contractor at the time the Change Order is issued. Upon request, Contractor shall submit a detailed estimate of the value of and time involved in completing a proposed change order, including without limitation the unit costs, and shall deliver information detailing the costs or savings actually to be realized as a result of a Change Order, along with any other documentation required by the Contract or Owner.

4.2 Substitutions/Alternatives. Contractor shall not substitute, use alternatives, or otherwise deviate (each a "Deviation" and collectively, "Deviations") from the approved detailed scope of Work without obtaining Owner's prior written consent.

Section 5 Conditions Precedent

5.1 This Agreement shall not be binding upon the parties until such time as the Contractor shall have delivered to Owner a copy of the following documents:

5.1.1 a completed Contractor I-9 Compliance Agreement as attached hereto as Exhibit "B" and incorporated herein by reference;

5.1.2 a completed W-9 Form as attached hereto as Exhibit "C" and incorporated herein by reference;

5.1.3 certificates of insurance of the type and amount required hereunder;

5.1.4 any other documentation reasonably required by Contractor in connection with the Work; and

5.1.5 an executed copy of this Agreement.

Section 6 Contract Price/Cost of the Work

6.1 Contract Price. As consideration for complete performance of the Work, Owner agrees to pay Contractor the sum \$456,408 Dollars and 0 /cents (the “Contract Price”), with \$76,068 Dollars and 0 / cents of the contract price designated as the Owner’s Contingency. Any unused portion of the Owner’s Contingency should be returned to the owner after project completion. In the event the Owner requests any Change Orders or otherwise modifies the Work, the Contract Price shall be revised to reflect such revision or modification and the parties hereto shall execute a writing confirming the addition to or reduction in the Contract Price.

Section 7 Project Schedule

7.1 Project Schedule. Owner and Contractor may develop a Project schedule to coordinate the times required for each area of work on the Project to be commenced, pursued and completed (the “Project Schedule”). If such a Project Schedule exists for the Project, it is attached hereto as Exhibit “D.” Contractor shall review the Project Schedule and inform Owner prior to executing this Agreement if it cannot meet any of the times specified therein for Contractor’s Work, and the parties hereto shall adjust the Project Schedule as necessary prior to executing this Agreement. Nonetheless, Owner acknowledges and agrees that Contractor may modify, revise or amend the Project Schedule at any time during the course of the Project, without Owner’s prior knowledge or consent.

7.2 Delays. Contractor shall use its best efforts to coordinate performance of its Work and to complete the Work in accordance with the Project Schedule (as revised or amended) and during the time period allotted for completion of the Work in the Contract Documents.

Section 8 Performance

8.1 Supervision. Contractor shall provide adequate, competent, experienced, full-time on-site supervisor(s) (whose supervisory skills shall be satisfactory to Contractor) during any time Contractor’s employees, workers or laborers are on the Project site and throughout the performance of Contractor’s Work. *Contractor represents and warrants that all of the Work shall be performed by Contractor and its employees, and that none of the Work shall be delegated to subcontractors or other third parties.*

8.2 Quality of Work Product and Materials. Contractor shall deliver first quality materials and perform all Work to the satisfaction and final approval of Owner. Contractor shall make its Work conform to all specifications, drawings, and/or explanations furnished by the Owner or Architect to illustrate the Work to be performed. All materials used on the Work shall be new, unless expressly provided for in the Contract Documents.

8.3 Contractor’s Obligation to Inspect Work Area. Contractor, prior to commencing its Work, shall review the surfaces provided by others to which its Work is to be applied, and shall

notify the Owner of any observable defect or condition detrimental to proper procedures for performing Contractor's Work.

8.4 Damage/Destruction of Work. Contractor shall reasonably protect the Work and any other existing improvements or work product of Contractor or other subcontractors on the Project from damage and shall take all necessary precautions to protect adjacent surfaces from damage caused by its Work, including damages resulting from Contractor's cleaning of such surfaces.

8.5 Code Compliance. Upon receipt of notice to proceed from Owner, Contractor shall obtain all required permits to perform the Work and shall furnish Owner with a copy of the same upon request by Owner. Contractor shall comply with all codes, safety ordinances, local, state and federal laws, rules and regulations applicable to the Work.

Section 9 Payment Terms and Procedures

9.1 Progress Payments. So long as Contractor is not in default, Owner shall make installment progress payments ("Progress Payments") to Contractor as follows:

9.1.1 Contractor shall, on or before the 25th day of each month (or as otherwise agreed in writing between the parties), submit to Owner a written requisition or application for payment (the "Payment Application") and a conditional waiver and release, both of which such forms of Payment Application and conditional waiver and release are attached hereto in Exhibit "E," and which forms show the percentage of Work performed and completed to date, along with all substantiating data and information as required by the Contract Documents, from which shall be deducted:

1. All previous payments; and
2. All charges for materials and services furnished by Owner to the Contractor.

9.1.2 Owner shall pay Contractor the balance of the Payment Application within thirty (30) days after payment for the same is received by Owner from Contractor. Upon receipt of payment, Contractor agrees to execute and deliver an interim unconditional waiver and release in the form shown on Exhibit "F" attached hereto and incorporated herein by reference.

9.2 Final Payment. Final payment, including retention shall be made to Contractor upon: (i) completion of the Work in accordance with the plans and specifications; (ii) acceptance of Work by the Owner; (iii) the occurrence of any and all conditions precedent to Contractor's entitlement to Final Payment; (iv) receipt by Contractor of a final conditional waiver and release in the form attached hereto as Exhibit "G". Upon receipt of payment, Contractor agrees to execute and deliver a final unconditional waiver and release in the form attached hereto as Exhibit "H."

Section 10 Submittals/Samples

Contractor shall provide and be responsible for all layouts, including the accuracy thereof, necessary for the performance of its Work. Contractor shall deliver to Owner shop and erection drawings, samples, product data, catalog cuts, laboratory and inspection reports and engineering calculations to be utilized in performing Contractor's Work ("Submittals") in accordance with the Project Schedule. Contractor acknowledges and agrees that it performs any Deviation on or to the Work at its sole risk, cost and expense, unless and until Contractor has received a written approval of the Deviation from the Owner.

Section 11 Insurance / Bonds

11.1 Insurance Requirements. Contractor shall deliver to Owner a complete copy of its insurance certification, including endorsements showing Owner as an additional insured thereunder, within a reasonable time after the Project is awarded to Contractor. Contractor agrees to obtain and maintain throughout the term of this Agreement the minimum limits of insurance stated on Exhibit "I" attached hereto and incorporated herein by reference.

11.2 Bond Requirements. Contractor to provide payment and performance bond in the amount to match the contract.

Section 12 Representations and Warranties

12.1 Contractor Representations and Warranties. Prior to executing this Agreement, Contractor represents and warrants that it has investigated, examined, inspected, and thoroughly familiarized itself with the Contract Documents, the site and adjoining premises in connection with which its Work is to be performed, and that it has thoroughly informed itself and the Owner as to any difficulties in connection therewith. Contractor represents and warrants that it shall provide an adequate workforce, manage its employees, agents, and representatives, and utilize its workers in such a manner as to prosecute Contractor's Work diligently from commencement through completion in strict accordance with the terms and conditions of this Agreement and the Project Schedule. Contractor warrants to the Owner that all materials and equipment furnished shall be of good quality and new unless otherwise specified, and that all Work under this Agreement shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

Section 13 Indemnification and Liens/Encumbrances

13.1 Indemnity of Contractor, General Contractor and Owner. Contractor agrees to indemnify, defend and hold harmless the Owner, including its respective officers, directors, agents, representatives, employees, partners and sureties (hereafter collectively "Owner Parties") from any and all claims, suits, damages and liabilities related to death, personal injuries or property damage (including loss of use thereof) brought or assumed against any of the Owner Parties by any person

or firm, but only to the extent such claims, suits, damages or liabilities arise out of, or result as a consequence of, Contractor's *gross* negligence, *or willful misconduct*, in the performance on Contractor's Work under this Agreement, as well as any additional work, extra work, or add-on work.

Section 14 Compliance with E-Verification Regulations

In the event that the Contract contains a clause regarding the electronic verification of work authorization provisions operated by or within the Federal Acquisition Regulation (FAR), United States Department of Homeland Security ("USDHS") or any equivalent federal work authorization program operated by the USDHS or any other federal entity to verify information of newly hired employees pursuant to, or to remain compliant with, the Immigration Reform and Control Act of 1986 ("IRCA"), P.L. 99-603, the Georgia Security and Immigration Compliance Act, the Georgia Department of Labor Rule 300-10-1-.01, or any other equivalent state-based work authorization program (collectively the "E-Verify Regulations"), and the work or services to be performed under this Agreement exceed Three Thousand Dollars (\$3,000.00), then Contractor shall be required to take all measures necessary to comply with such provision in the Contract and all requirements of the E-Verify Regulations, including, but not limited to, (i) enrollment in the United States government E-Verify program ("E-Verify"), if not already enrolled, within 30 calendar days of this Agreement; (ii) within 90 days of enrollment in E-verify or within 30 days of this Agreement, whichever is later, begin using E-Verify to verify employment eligibility of all new employees, within three days of such employees hiring, whether or not such new employees will perform work or services under the terms of this Agreement; (iii) use E-verify to verify the employment eligibility of all existing employees, not already verified by Contractor, that will perform work or services under this Agreement; (iv) comply with all the requirements of the E-Verify program's Memorandum of Understanding (the "MOU"); and (v) the execution of the Contractor Affidavit attached hereto as Exhibit J, unless Owner specifically waives, in writing, any part of this Section 14. Furthermore, at any time throughout the term of this Agreement, Owner may request that Contractor provide proof of compliance with this Section 14. Contractor shall provide the documentation or other materials as reasonably requested by Contractor within a reasonable time after Contractor's receipt of Owner's request for the same.

Section 15 Compliance with Laws and Regulations

Contractor shall be required, based on its Work pertaining to this Agreement and the type of Project, to comply with the Immigration Reform and Control Act of 1986 ("IRCA"); Title I of the Americans with Disabilities Act of 1990 ("ADA"); Title VII of the Civil Rights Act of 1964 ("Title VII"); and may be required to comply with other federal, state and local laws, regulations and ordinances pertaining to projects and work similar to the Project and Work contemplated in this Agreement. It is the Contractor's sole responsibility to determine whether the requirements of IRCA, ADA, Title VII or other federal, state and local laws, regulations and ordinances apply to its Work pertaining to this Agreement and Project. If the requirements of IRCA, ADA, Title

VII or other federal, state and local laws, regulations and ordinances apply to its Work, then Contractor shall adhere to and comply fully with those requirements.

Section 16 Default / Termination

16.1 Default/Termination of Agreement for Cause. If, in the *reasonable* opinion of the Contractor, Owner fails to make prompt payment of its obligations hereunder, or comply in full with any and all provisions of this Agreement, and does not, within three (3) days after receipt of written notice of default (“Notice of Default”), commence and diligently continue to satisfactorily cure such Default, then the Owner shall be in material breach of this Agreement (individually and collectively referred to hereinafter as “Default”), and Contractor, without prejudice to any other rights or remedies, shall have the right to take any or all of the following actions: (1) Stop work until such default is cured; (2) record a mechanic’s lien on the Project for the full amount of *Work completed*; and (3) take any other action Contractor deems reasonably necessary to remedy such Default. In the event Owner fails to adequately cure or commence to cure the Default specified in the Notice of Default to Contractor’s satisfaction within five (5) days after receipt thereof, Contractor may terminate this Agreement effective *immediately*, and shall deliver a notice of termination to Owner and its surety, if any. Contractor may pursue any remedy available to it at law and in equity to compensate it for Owner’s default and breach of this Agreement. *If Contractor fails to comply in full with all of its obligations hereunder, and does not, within three (3) days after receipt of written notice of default, commence and diligently continue to satisfactorily cure such default, the Owner may terminate this Agreement immediately and thereafter shall have all rights available at law or in equity as a result of Contractor's default, including without limitation the right to retain a replacement contractor to complete the Work, and Contractor shall indemnify and hold harmless Owner against any costs incurred by Owner to complete the Work in excess of the Contract Price hereunder, plus a fifteen percent (15%) . administrative fee, less any payments made to Contractor prior to default.*

Section 17 Dispute Resolution

17.1 Executive Meeting to Resolve Disputes. The parties recognize and acknowledge it is in their mutual best interest that any disagreements or disputes that may arise between them be resolved promptly and forthrightly, in a business-like manner. Accordingly, it is a condition precedent to either party initiating a claim, asserting a lien, initiating a civil action or other legal proceeding for at least one senior executive of each party to meet in an effort to resolve any dispute. Failure to comply with this provision is grounds for immediate dismissal, stay or suspension of any such action taken by a party.

17.2 Contractor’s Option to Arbitrate. At the discretion of Contractor, *or Owner*, all disputes or claims between Contractor and Owner arising out of this Agreement, or the performance of any Contractor Work hereunder shall be decided or resolved by arbitration. In such event, the parties agree to be bound by the arbitration proceeding, and agree to dismiss without prejudice any lawsuit previously filed related to this claim. The arbitration proceeding

shall be conducted pursuant to the Construction Industry Arbitration Rules issued by the American Arbitration Association then in effect. All such arbitration proceedings shall be held in Atlanta, Georgia, and upon the conclusion thereof any party may petition a court of competent jurisdiction to enforce the judgment of the arbitration award. Owner recognizes, agrees and understands that labor, materials, equipment, tools and/or services from other states will be provided to the Project, thus making this agreement to arbitrate subject to the Federal Arbitration Act. The parties acknowledge and agree that the provision to arbitrate in this Agreement shall be specifically enforceable under the prevailing mediation and arbitration laws. Unless precluded by controlling law, all arbitration proceedings between Contractor and Owner shall be governed by the laws of the State of Georgia without regard to any conflict of laws.

17.3 Discovery. In connection with all such arbitration proceedings, the parties agree to afford each other liberal and informal discovery consistent with the discovery provisions of the Georgia Civil Practice Act, O.C.G.A. & 9-11-1 et seq., including the production of all documents related to the dispute and the deposition of witnesses having knowledge of facts pertaining to the matters in dispute. Owner hereby consents to consolidate or join its action or arbitration proceeding to any other action or arbitration proceeding in which the Contractor's Work is an issue, or in which questions of law or fact common to the Contractor's claim or its Work are at issue.

17.4 Recovery of Attorney's Fees. The parties expressly acknowledge and agree that in the event a party must initiate arbitration or litigation to enforce a provision of this Agreement, the prevailing party is entitled to recover the *actual* attorney's fees incurred in enforcing the terms of this Agreement, pre-judgment interest as allowed by Georgia law and expenses of litigation, including any expert witness fees.

Section 18 Miscellaneous

18.1 No Waiver. The failure of either party to enforce any time or for any period of time any one or more of the provisions of this Agreement or the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions and such party shall thereafter be entitled to enforce each and every such provision without any requirement that of notification to, of its intention to thereafter enforce said provision or provisions.

18.2 Covenants. All of the covenants, warranties, representations and indemnity provisions in this Agreement shall survive termination of this Agreement regardless of the reason for such termination. It is understood that there are no oral or written agreements or representations between Owner and Contractor affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, representations and understandings, if any, between the parties. This Agreement may be modified or altered only by an agreement in writing between the parties, and no act or omission of any employee or agent of the parties shall alter, change or modify any of the provisions of this Agreement.

18.3 Authority to Sign. The persons executing this Agreement on behalf of Owner and Contractor, respectively, represent and warrant that they have the right, power, legal capacity and authority to execute this Agreement and to bind the party for whom they are signing.

18.5 Miscellaneous. Time is of the essence in this Agreement. The rights and obligations of the parties hereto shall be construed in accordance with the laws of the State of Georgia. In the event that any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision hereof, and each provision of this Agreement is agreed to be severable. All titles or captions of paragraphs set forth in this Agreement are inserted as a matter of convenience, and in no way define, limit, extend or describe the scope or intent of any provision of this Agreement. Unless the context clearly requires otherwise, the words “herein,” “hereunder,” and “hereby,” whenever used in this Agreement, shall refer to this Agreement as a whole, and not only to the paragraphs or subparagraphs of this Agreement in which such words appear. Whenever the last day for the exercise of any right or the discharge of any obligation under this Agreement shall fall upon a Saturday, Sunday, or any public or legal holiday, the party having such right or obligation shall have until 5:00 o’clock p.m. on the next succeeding regular business day to exercise such right or discharge such obligation. For the purposes of this Agreement, a “business day” is any day other than a Saturday, Sunday, or any public or legal holiday. This Agreement may be executed in one or more counterparts, and each counterpart shall be deemed to constitute an original. The parties acknowledge that each party and its counsel have reviewed and approved this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. *Contractor may not assign this Agreement.*

18.6 Warranty. *Contractor shall warrant the workmanship of all of the Work for a period of sixty (60) months after completion. Contractor shall only use TBD roofing materials with a manufacturer's warranty of 20 years. In the event that the Contractor has incorrectly installed any materials, the Contractor's warranty hereunder shall include replacing all such materials.*

18.7 Address for Notices:

Owner: City of Canton
110 Academy Street,
Canton, GA 30114

Contractor: Roof Technology Partners, LLC
323 Bell Park Drive
Woodstock, GA 30188

IF THIS AGREEMENT, AS DRAWN, IS NOT DULY AND PROPERLY EXECUTED BY THE OWNER WITHIN FOURTEEN (14) CALENDAR DAYS OF ITS DATE, IT MAY BE DECLARED NULL AND VOID BY THE CONTRACTOR AT ITS OPTION AND WITHOUT FURTHER NOTICE.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

OWNER:

By: _____

Witness

Print Name: _____

Title: _____

CONTRACTOR:

By: _____

Witness

Print Name: _____

Title: _____

In accordance with Internal Revenue Code Section 4402(s), Thirty One percent (31%) of each payment hereunder shall be withheld and remitted to the IRS if an FEI number or social security number is not provided. This withholding amount shall be in addition to the percentage retained.

EXHIBIT “A”

CONTRACT DOCUMENTS, SPECIFICATIONS, DRAWINGS, SUBMITTALS

MATERIALS AND EQUIPMENT

(to be attached see Bid form)

EXHIBIT “B”

CONTRACTOR I-9 COMPLIANCE AGREEMENT

CONTRACTOR I-9 COMPLIANCE AGREEMENT
ROOF TECHNOLOGY PARTNERS, LLC

Roof Technology Partners, LLC, ("the Company") has contracted with City of Canton ("the Owner") to provide services, and in doing so, Owner and Company agree as follows:

1. COMPANY ACKNOWLEDGES IT WILL COMPLY WITH APPLICABLE LAW

Company hereby acknowledges and confirms that it will comply with all applicable federal, state, or local laws, regulations, or ordinances affecting Company's employment of its workers or otherwise relevant to performance of the services contemplated herein.

2. COMPANY CERTIFIES COMPLIANCE

Company hereby agrees that it shall certify its compliance with federal, state; and/or local laws, regulations, or ordinances affecting employment, including those related to immigration and verification of lawful status and employability, on no less than an annual basis by means of written notice to the Owner.

3. COMPANY CERTIFIES I-9 COMPLIANCE

Company specifically agrees that it will certify to the Owner on an annual basis in writing that Company is in compliance with all I-9 requirements with respect to each and every one of Company's employees.

4. COMPANY CERTIFIES TO ANNUAL SELF-AUDITS

Company agrees that it will perform self-audits of its I-9 compliance on no less than an annual basis as measured from the date of execution of this Agreement, and Company agrees that it shall certify in writing to the Owner that it has completed its I-9 self-audit and resolved any problems or deficiencies identified in the course of said audit.

5. COMPANY AGREES TO FURNISH I-9 FORM UPON REQUEST

Company further agrees that, upon request, it will furnish to the Owner the I-9 form for any employee of Company for whom the Owner requests confirmation of employment eligibility. It is expressly understood that such request by the Owner or compliance by Company shall not in any way be construed as suggesting the Owner is the employer of such worker; instead, the Owner's request shall be viewed as only an attempt to avoid any possibility that any party might employ an illegal worker.

6. COMPANY AGREES THE OWNER MAY REJECT COMPANY'S WORKER

Company agrees that the Owner may refuse services performed by any of Company's workers if the Owner doubts the worker's employment eligibility or is not satisfied that Company's I-9 form for said worker is properly completed.

OWNER	COMPANY
DATE	DATE

EXHIBIT “C”

FORM W-9

(to be attached)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Roof Technology Partners LLC		
2 Business name/disregarded entity name, if different from above.		
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 323 Bell Park Drive 6 City, state, and ZIP code Woodstock, GA 30188 7 List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

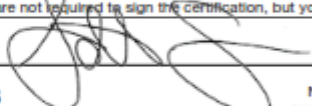
Social security number									
			-						
OR									
Employer identification number									
4	5	-	2	6	9	9	4	9	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 5/15/2026
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(i)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6098, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

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

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(ii).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii).

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ⁴	The grantor ¹

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ⁴	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

EXHIBIT “D”

PROJECT SCHEDULE

Project schedule to be established at preconstruction meeting between the City of Canton and Roof Technology Partners, LLC.

EXHIBIT “E”

**CONTRACTOR’S PAYMENT APPLICATION
AND
FORM OF CONDITIONAL WAIVER AND RELEASE
(REQUIRED WITH PAYMENT APPLICATION)**

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: PROJECT: Georgia APPLICATION NO: 001 Distribution to: OWNER
 FROM CONTRACTOR: VIA ARCHITECT: CONTRACT FOR: General Construction ARCHITECT
 CONTRACT DATE: CONTRACTOR
 PROJECT NOS: / / FIELD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$0.00
 2. NET CHANGE BY CHANGE ORDERS..... \$0.00
 3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$0.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$0.00
 5. RETAINAGE:
 a. 0 % of Completed Work
 (Column D + E on G703: \$0.00)= \$0.00
 b. 0 % of Stored Material
 (Column F on G703: \$0.00)= \$0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00
 6. TOTAL EARNED LESS RETAINAGE..... \$0.00
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00
 (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE..... \$0.00
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR.

By: Date:

State of:

County of:

Subscribed and sworn to before

me this day of

Notary Public:

My Commission expires:

Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this

Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name:

Property Location:

Undersigned's Customer:

Invoice/Payment Application Number:

Payment Amount: \$

Payment Through:

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated:.....

.....

Company Name

By:.....

Its:.....

State of _____)

) ss.

County of _____)

Subscribed and sworn to before me this _____ day of _____, 200__.

by _____

Signature of Notary Public

CONTRACTOR'S UNCONDITIONAL WAIVER AND RELEASE

by _____
Signature of Notary Public

CONTRACTOR'S FINAL UNCONDITIONAL WAIVER AND RELEASE

Property Name:

Property Location:

Undersigned's Customer:

Invoice/Payment Application Number:

Payment Amount:

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a final payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

Dated:.....

Company Name

By:.....

Its:.....

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, 200__.

by _____

Signature of Notary Public

EXHIBIT "I"

INSURANCE REQUIREMENTS

General Requirements. Each policy of insurance shall be issued by companies rated AX or better by the most recent issue of Best's Insurance Reports, domiciled in the U.S.A., and authorized to issue such insurance in Georgia (in full compliance with the guidelines, rules and regulations of the State of Georgia and the State Insurance Commissioner's Office of Georgia). Each policy shall name as the insured parties, Owner (including its agents and other parties designated by Owner) and Contractor, as their interest may appear. Contractor agrees to give to any insurance companies which issue policies of fire and extended coverage insurance or "all risks" policies, written notice of the terms of the waiver contained in Section 10.2 and to have the insurance policies properly endorsed with a waiver of subrogation, to prevent the invalidation of the insurance coverages by reason of the waiver contained in Section 10.2. Any deductible amounts under any insurance policies required hereunder shall not exceed \$5,000.00. Every policy which Contractor is required to carry under the terms of this Agreement shall contain an agreement by the insurer that it will not cancel or fail to renew or amend such policy or to reduce the coverage thereunder except after thirty (30) days' prior written notice to Owner and that any loss otherwise payable hereunder shall be payable notwithstanding (a) any act or negligence of Contractor which might, absent such agreement result in a forfeiture of all or a part of such insurance payment, and (b) the occupation or use of the Project for purposes more hazardous than permitted by the terms of such policy. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Owner prior to the Contractor performing any Work on the Project, whether at the Project site or elsewhere. Contractor shall have the right to provide insurance coverage required herein in a blanket policy, provided such blanket policy expressly affords coverage to the Project and to the Owner as required herein, and shall include an aggregate limit per location endorsement.

Contractor shall maintain for the term of this Agreement, at Contractor's sole cost and expense, insurance of the following types:

1. Commercial General Public Liability Insurance (including contractual liability) affording coverage for claims of bodily injury, death or property damage occurring on, in or about the Project site, or any area in which Contractor shall perform any portion of the Work. Such insurance also affording coverage for premises/operations, Personal and Advertising Injury, Blanket Contractual Liability, XCU, Independent Contractor and Completed Operations Coverage. Such insurance to afford protection of not less than:

(a) Bodily Injury & Property Damage: \$1,000,000.00 Each Occurrence

\$2,000,000.00 General Aggregate

2. Workmen's Compensation Insurance in amounts required by law and employer's liability insurance with a limit of not less than \$100,000.00 per employee and \$500,000.00 per occurrence, covering all personnel employed in connection with performing any Work on the Project with respect to which claims for death or bodily injury could be asserted against Owner.

3. Additional Insured Coverage. It is expressly and unconditionally agreed Contractor will name Owner as an Additional Insured to each of the insurance policies described herein. Contractor will provide Owner with Certificates of insurance evidencing such coverage and name Owner as Certificate Holder.

EXHIBIT “J”

**CONTRACTOR AFFIDAVIT AND CERTIFICATE OF COMPLIANCE
GEORGIA SECURITY AND IMMIGRATION CERTIFICATION
(FEDERAL AND STATE WORK AUTHORIZATION PROGRAMS)**

**STATE OF GEORGIA;
COUNTY OF COUNTY WHERE AFFIDAVIT IS EXECUTED:**

PROJECT NO. PROJECT NUMBER AS LISTED ON ROOF TECHNOLOGY PARTNERS, LLC'S CONTRACT
PROJECT NAME: PROJECT DESCRIPTION AS LISTED ON ROOF TECHNOLOGY PARTNERS, LLC'S CONTRACT
("PROJECT")

CONTRACTOR AFFIDAVIT, CERTIFICATE AND AGREEMENT

THE UNDERSIGNED OFFICER DULY AUTHORIZED TO ADMINISTER OATHS, THE UNDERSIGNED CONTRACTOR, SUPPLIER OR CONSULTANT ("CONTRACTOR"), WHO, AFTER BEING DULY SWORN, STATES, WARRANTS, AGREES AND CERTIFIES AS FOLLOWS TO [ENTER NAME OF PUBLIC OWNER/EMPLOYER HERE] ("OWNER"), TO [ENTER NAME OF CONTRACTOR HERE] ("CONTRACTOR"):

1. BY EXECUTING THIS AFFIDAVIT, CONTRACTOR VERIFIES AND WARRANTS ITS CURRENT AND CONTINUED COMPLIANCE WITH O.C.G.A. §13-10-90 *ET SEQ.* AND GEORGIA DEPARTMENT OF LABOR RULE 300-10-1-.01, AND THE U.S. IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA), P.L. 99-603. CONTRACTOR MUST REGISTER AND VERIFY INFORMATION OF ALL NEW EMPLOYEES AT [HTTPS://WWW.VIS-DHS.COM/EMPLOYERREGISTRATION](https://www.vis-dhs.com/employerregistration) (THE E VERIFY PROGRAM) OR ANY OF THE ELECTRONIC VERIFICATION OF WORK AUTHORIZATION PROGRAMS OPERATED BY THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY OR ANY EQUIVALENT FEDERAL WORK AUTHORIZATION PROGRAM TO VERIFY INFORMATION OF NEWLY HIRED EMPLOYEES, PURSUANT TO THE IRCA. CONTRACTOR AFFIRMATIVELY CERTIFIES THAT IT HAS REGISTERED WITH, IS PARTICIPATING IN, IS AUTHORIZED TO PARTICIPATE IN, AND SHALL CONTINUE FOR THE DURATION OF THE PROJECT TO CONTINUE TO PARTICIPATE IN, A FEDERAL WORK AUTHORIZATION PROGRAM IN ACCORDANCE WITH THE APPLICABILITY PROVISIONS AND DEADLINES ESTABLISHED IN O.C.G.A. § 13-10-91 AND GEORGIA DEPARTMENT OF LABOR RULE 300-10-1-.02, AS INITIALED BELOW.

2. CONTRACTOR VERIFIES AND WARRANTS THAT IT EMPLOYS EMPLOYEES WHO AS OF THIS DATE, MEETS OR SHALL MEET, AND SHALL CONTINUE TO MEET FOR THE DURATION OF ITS PARTICIPATION IN THE PROJECT, THE REQUIREMENTS SET FORTH HEREIN BY THE DEADLINE FOR THE CATEGORY INITIALED BELOW.

CONTRACTOR HAS UTILIZED AND IS AUTHORIZED TO USE THE FOLLOWING FEDERAL VERIFICATION PROGRAM:

_____ [HTTPS://WWW.VIS-DHS.COM/EMPLOYERREGISTRATION](https://www.vis-dhs.com/employerregistration) (E VERIFY PROGRAM)
_____ OTHER: _____

VERIFICATION PROGRAM USER ID OR REGISTRATION NO. _____
VERIFICATION PROGRAM DATE OF AUTHORIZATION _____

3. THE CONTRACTOR FURTHER WARRANTS AND AGREES THAT ALL SUBCONTRACTORS, SUPPLIERS AND CONSULTANTS CONTRACTED IN CONNECTION WITH THE PROVISION OF MATERIALS AND EQUIPMENT OR PERFORMANCE OF SERVICES OR WORK FOR THE PROJECT DESCRIBED ABOVE SHALL BE REQUIRED, WITHIN

THREE DAYS OF ITS EXECUTION OF A SUBCONTRACT AGREEMENT WITH ROOF TECHNOLOGY PARTNERS, LLC AND PRIOR TO THE COMMENCEMENT OF ANY WORK ON THE PROJECT, TO SUPPLY THE CONTRACTOR CERTIFICATION VERIFYING COMPLIANCE WITH O.C.G.A. §13-10-90, *ET SEQ.*, AND GEORGIA DEPARTMENT OF LABOR RULE 300-10-1-.01, AND THE U.S. IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA), P.L. 99-603 AND PARAGRAPH 5 BELOW. CONTRACTOR MUST REGISTER AND VERIFY INFORMATION OF ALL NEW EMPLOYEES AT [HTTPS://WWW.VIS-DHS.COM/EMPLOYERREGISTRATION](https://www.vis-dhs.com/employerregistration) (THE E VERIFY PROGRAM) OR OTHER FEDERAL VERIFICATION PROGRAM. THE AFFIDAVIT MUST CONTAIN THE CERTIFICATIONS REQUIRED BY GEORGIA DEPARTMENT OF LABOR RULE 300-10-1-.08 AND THE REQUIREMENTS SET FORTH HEREIN. THE CONTRACTOR SHALL MAINTAIN RECORDS OF COMPLIANCE AND PROVIDE A COPY OF EACH SUCH CERTIFICATION TO THE OWNER, CONTRACTOR AND USING AGENCY AS SET FORTH IN PARAGRAPH 5 BELOW. CONTRACTOR WARRANTS THAT CONTRACTOR HAS INCLUDED THIS REQUIREMENT IN ALL WRITTEN AGREEMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES FOR THIS PROJECT.

4. THE CONTRACTOR FURTHER WARRANTS AND AGREES TO COMPLY WITH THE PRESIDENT’S EXECUTIVE ORDER 13224, WHICH MANDATES THAT NO U.S. COMPANY SHALL DO BUSINESS WITH ANY PERSON (PROHIBITED PERSON) WHO HAS BEEN DETERMINED TO HAVE COMMITTED, OR POSE A RISK OF COMMITTING OR SUPPORTING TERRORIST ACTS, AND THOSE IDENTIFIED ON THE LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS, GENERATED BY THE OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”). THE OFAC LIST IS UPDATED REGULARLY, AND AN UP-TO-DATE OFAC LIST CAN BE OBTAINED FROM THE U.S. DEPARTMENT OF THE TREASURY WEBSITE AT [HTTP://WWW.USTREAS.GOV/OFAC](http://www.ustreas.gov/ofac). THIS EXECUTIVE ORDER EXTENDS TO “AFFILIATES,” WHICH INCLUDES ANY OTHER PERSON OR ENTITY WHO, DIRECTLY OR INDIRECTLY, IS IN CONTROL OF, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH ANY PROHIBITED PERSON. A COPY OF THE EXECUTIVE ORDER CAN BE OBTAINED AT [HTTP://WWW.USTREAS.GOV/OFFICES/ENFORCEMENT/OFAC/SANCTIONS/TERRORISM.HTML](http://www.ustreas.gov/offices/enforcement/ofac/sanctions/terrorism.html) AND THE USA PATRIOT ACT OF 2001, RESTRICTING TERRORIST GROUPS’ ACCESS TO FINANCIAL RESOURCES IN THE UNITED STATES CAN BE OBTAINED AT [HTTP://WWW.FINCEN.GOV/PA_MAIN.HTML](http://www.fincen.gov/pa_main.html) FOR REVIEW. THE CONTRACTOR AGREES TO REVIEW ITS SUBCONTRACTS AND OTHER AGREEMENTS ANNUALLY WITH THE TREASURY WEBSITE FOR COMPLIANCE, AND MAINTAIN A RECORD OF ITS REVIEWS.

5. CONTRACTOR WARRANTS AND AGREES THAT IT SHALL SUBMIT, AND SHALL ENSURE ALL ITS SUBCONTRACTORS AND SUPPLIERS SUBMIT, THE REQUIRED CERTIFICATIONS AND VERIFICATIONS (I) AT CONTRACT EXECUTION PRIOR TO COMMENCING WORK OR SERVICES; (II) UPON THE COMPLETION OR TERMINATION OF THE CONTRACT; AND (III) RECERTIFICATIONS AS OF THE SIX-MONTH AND ONE YEAR ANNIVERSARY OF ITS SUBCONTRACT AGREEMENT DATE WITH ROOF TECHNOLOGY PARTNERS, LLC DURING THE TERM OF THE PROJECT. THE REQUIRED CERTIFICATES MUST BE FILED WITH THE OWNER, CONTRACTOR AND USING AGENCY AND COPIES MAINTAINED BY THE SUBCONTRACTOR IN ITS PROJECT FILES AND RETAINED FOR AUDIT AS SPECIFIED IN THE PROJECT CONTRACT. STATE OFFICIALS, INCLUDING OFFICIALS OF THE GEORGIA DEPARTMENT OF LABOR, OFFICIALS OF THE OWNER, RETAIN THE RIGHT TO INSPECT AND AUDIT THE PROJECT SITE AND EMPLOYMENT RECORDS OF THE CONTRACTOR, SUBCONTRACTORS, SUPPLIERS AND CONSULTANTS WITHOUT NOTICE DURING NORMAL WORKING HOURS UNTIL FINAL COMPLETION, AND AS OTHERWISE SPECIFIED BY LAW AND BY RULES AND REGULATIONS OF THE GEORGIA DEPARTMENT OF LABOR.

CONTRACTOR NAME: LEGAL SUBCONTRACTOR FIRM NAME

STREET/MAILING ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

EMAIL ADDRESS: _____

*****CONTRACTOR WARRANTS THAT IT SHALL SUBMIT THIS AFFIDAVIT AND CERTIFICATION TO ROOF TECHNOLOGY PARTNERS, LLC WITHIN THREE DAYS OF THE EXECUTION OF ITS CONSTRUCTION AGREEMENT WITH ROOF TECHNOLOGY PARTNERS, LLC.*****

FURTHER AFFIANT SAYETH NOT.

CONTRACTOR NAME

BY: _____
SIGNATURE OF AUTHORIZED OFFICER OR AGENT

PRINTED NAME OF AUTHORIZED OFFICER OR AGENT

TITLE OF AUTHORIZED OFFICER OR AGENT

SWORN TO AND SUBSCRIBED BEFORE ME
BY THE AFFIANT NAMED ABOVE AS OF THIS
_____ DAY OF _____, 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____