



## COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, February 06, 2024

2:00 PM

### INVOCATION

Pastor J. Michael Sherman, Covenant Family Church

### PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

### CONSENT AGENDA

*(Items 1-17)*

### PUBLIC SERVICES

- 1.** Motion to **approve** Change Order #2 to Contract with ER Snell Inc. for Standard Aero Ramp Rehabilitation for a total deduct of **(\$363,250.22)**. Approved by the Augusta Aviation Commission on December 19, 2023. (22ARA159) (**Approved by Public Service Committee January 30, 2024**)
- 2.** Motion to **approve** Trinity Electrical Services to install new Precision Approach Path Indicator (PAPI) Lights on Runway 17/35 in the amount of **\$42,980.00**. Approved by the Augusta Aviation Commission on December 19, 2023. (**Approved by Public Service Committee January 30, 2024**)
- 3.** Motion to **approve** a five (5) year MOU between AGS and Battelle Savannah River Alliance, LLC as managing and operating contractor for Savannah River National Laboratory (SRNL). Approved by the Augusta Aviation Commission on December 19, 2023. (**Approved by Public Service Committee January 30, 2024**)
- 4.** Motion to **approve** selection of Republic Parking System, LLC to manage the public parking lots at AGS and approval of the public parking management services agreement between the company and the Airport. Three (3) year contract with option to extend for two (2) additional years. Approved by the Augusta Aviation Commission on December 19, 2023. (RFP 24-175)(**Approved by Public Service Committee January 30, 2024**)
- 5.** Motion to **approve** design for pavement renovation, design for long term parking paving and project formulation for property exchange due diligence. (**Approved by Public Service Committee January 30, 2024**)
- 6.** Motion to **accept** a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program.(**Approved by Public Service Committee January 30, 2024**)

- 7.** Motion to **accept** two grants of \$5,000 each from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program. **(Approved by Public Service Committee January 30, 2024)**
- 8.** Approve directing the Planning Commission to create an ordinance to allow for special exceptions to the Augusta zoning ordinance related to annotated code of GA O.C.G.A. 16-12-215(a) concerning the licensing of a pharmacy for low THC oil dispensing within 1,000 feet of a covered entity. Covered entity includes schools, day cares, or churches. **(Requested by Mayor Pro Tem Brandon Garrett)**

#### **ADMINISTRATIVE SERVICES**

- 9.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide additional funding to Laney Walker Development Corporation (LWDC) to support soft cost related to the construction of three (3) affordable single family units to be sold to low income homebuyer. **(Approved by Administrative Service Committee January 30, 2024)**
- 10.** Approve proposed Service Request and Work Order Policy.
- 11.** Motion to **approve** the concept for the renaming of the Utilities building after Thomas D. Wiedmeier. Also, to include the approval of \$6,200.00 to Moog Signs for the installation. **Approved by Administrative Service Committee January 30, 2024)**
- 12.** Motion to **approve** of the following annual bid items, as the estimated annual purchases for these items are expected to exceed **\$25,000.00**. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Annual Bid items- Phase II for: 24-008 Ground Support Equipment, 24-010 Gasoline and Diesel. **(Approved by Public Service Committee January 30, 2024)**

#### **FINANCE**

- 13.** Motion to **approve** the amended terms of service in the Richmond County Board of Assessors agreement with South Data, Inc. (mailing service vendor). **(Approved by Finance Committee January 30, 2024)**
- 14.** Motion to **approve** moving the amount of **\$25,000** from the remaining surplus money in the Mayor's Office 2023 budget to a capital account line in their 2024 budget. **(Approved by Finance Committee January 30, 2024)**
- 15.** Motion to **approve** transferring **\$350,000** from ARP funding to the Engineering Department for the program to streamline right of way maintenance. **(Approved by Finance Committee January 30, 2024)**
- 16.** Motion to **approve** a SPLOST 9 planning work session on Wednesday, February 21, 2024, at 2pm. **(Approved by Finance Committee January 30, 2024)**

#### **APPOINTMENT(S)**

- 17.** Motion to approve the appointing of Mr. Donald Dorr to the Augusta Canal Authority representing District 6.

\*\*\*\***END CONSENT AGENDA**\*\*\*\*  
**AUGUSTA COMMISSION**



# AUGUSTA COMMISSION REGULAR AGENDA

(Items 18-52)

## **ENGINEERING SERVICES**

- 18.** Approve and accept the dedication of Water and Sanitary Sewer for Wedgewood.
- 19.** Approve and accept the dedication of Water and Sanitary Sewer for The Cottages at Ansley.
- 20.** Approve and accept the Drayton-Parker Facility Construction and Permanent Maintenance Agreement.
- 21.** Approve and accept the Drayton-Parker Easement Deed.
- 22.** Motion to approve a Drinking Water State Revolving Fund (DWSRF) loan award between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for conducting a inventory of water service lines throughout the drinking water system and the Resolution of the Governing Body.
- 23.** Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 030-0-008-03-0) 3750 Wheeler Road.
- 24.** Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 030-0-230-01-0) 3745 Wheeler Road.
- 25.** Motion to **approve** award of Augusta's Zone 1 Residential Waste & Recyclable Collection Service "Option Three Services" Contract to Georgia Waste System LLC (Waste Management) subject to receipt of signed contract, required bonds, insurance, and other relevant documents. The Contract is effective July 1, 2024 ending December 31, 2035 with an option to renew for two additional two-year terms. Also, approve service new rate at \$440 per account as warranted by "Option Three Services" contracted fee. Requested by Engineering. RFP 23-112
- 26.** Motion to **approve** award of Construction Contract to Blue Flame Crew, LLC (Blue Flame) in the amount of **\$2,744,549.10** for Deans Bridge Road Solid Waste Facility Phase 3 Landfill Gas Collection & Control System Expansion Projects, subject to receipt of signed contracts, proper bonds and other contract relevant documentation. Requested by Engineering. Bid 23-237
- 27.** Approve supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$148,205 for the East Augusta Roadway and Drainage Project. Requested by Engineering. RFQ 06-202.
- 28.** Approve the sole source payment of \$27,245.75 to the Georgia 811 Utilities Protection Center.
- 29.** Approve the installation of twelve (12) speed humps along Fairington Drive between Tobacco Road and Teakwood Drive per adopted Augusta speed hump policy. Approve construction funds in the amount of \$54,000. Requested by Augusta Engineering & Environmental Services Department.
- 30.** Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the National Hills Drainage Basin Drainage Conveyance Improvements Project in accordance with the estimate \$15,000.00. Also, approve the Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering

- 31.** Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-phase1) of the Design Consultant Services Agreement to Infrastructure Systems Management, LLC in the amount of \$590,262.75 for the Skinner Mill Road Improvements Project. Requested by Engineering. RFQ 19-239
- 32.** Approve Supplement funding to Civil Services, Inc. (CSI) in the amount of \$39,759.06 for Highland Ave. Bridge Repair and Restoration over CSX Railroad Construction Phase Services (CEI). Requested by Engineering / RFQ 19-242/ requested by Engineering (20ENG839)
- 33.** Approve Supplemental Construction Funding to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$794,842.00 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, Part2 Improvements Construction. RFP 22-281A / requested by Engineering (23ENG124)
- 34.** Approve the adoption of GDOT “Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services” for Procuring Infrastructure Projects Professional Services funded fully or partially by Federal Funds. Also authorize Augusta Engineering Director and Procurement Director to sign documents relevant to the Procurement Policy (current version attached as EXHBIT A) at the Augusta Engineering Local Administered Project (LAP) Re-Certification present & future Renewal Three Year Cycle. Requested by Engineering
- 35.** Approve 2024 yearly approval of 2022 adopted Augusta, GA Title VI Plan: FHWA Compliance and Implementation for the Federal Assistance Transportation Programs and Activities. Also approve continuous yearly approval contingent upon no changes in the Adopted Title VI Plan. Requested by Engineering.
- 36.** Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Robert C Daniel Pkwy @ Wheeler Road (CR601) Intersection Improvements Project (PI #0012866). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.
- 37.** Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI #0013707). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.
- 38.** Approve award of Construction Contract to E.R. Snell Contractor, Inc. subject to Value Engineering and in the amount of \$2,673,822.32 for CR601/Wheeler Rd @ CR124/CR2157 Robert C. Daniel Parkway Improvements Project (PI# 0012866), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012866 Construction Contract. Requested by Engineering. Bid #23-184
- 39.** Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,306,964.25 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT &

Augusta, Georgia execution of PI# 0012868 Construction Contract. Requested by Engineering. Bid #23-183

- 40.** Approve award of Construction Contract to JHC Corporation subject to Value Engineering and in the amount of \$1,395,854.70 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0013707 Construction Contract. Requested by Engineering. Bid #23-173
- 41.** Approve continued funding of the current “On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations (CMT Geotech)” Services Contract in the amount of \$350,000 as requested by Engineering. RFP 19-179.
- 42.** Approve continued funding of the current “On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations” Services (CEI Services) Contract in the amount of \$250,000. requested by Engineering. RFP 19-241
- 43.** Approval Emergency Bid for the Rehabilitation of Filter #3 at the Hicks WTP to Rehab Construction Co., following the plans and specs published for Filter #4 in the Amount of \$791,568.00.
- 44.** Approve Emergency Purchase Request for materials to repair Filter #3 at the Hicks WTP to Xylem Water Solutions USA, Inc. in the Amount of \$245,000.00.

## **FINANCE**

- 45.** Receive as information a presentation by Mauldin & Jenkins of the results of the 2022 Financial Audit.

## **PUBLIC SAFETY**

- 46.** Motion to approve the Memorandum of Understanding (MOU) between Augusta, GA and Augusta Technical College and to authorize the mayor to execute all appropriate documents.
- 47.** Motion to award Bid Item #23-084 Firefighter Protective Clothing for Augusta Fire Department to NAFECO for a two (2) year award with an option to extend for three (3) additional one (1) year terms.
- 48.** Motion to approve contracts for contractors providing services to Richmond County DUI and Veterans court.
- 49.** Motion to approve Memorandum of Understanding (MOU) between the Augusta Information Technology Department and Georgia Emergency Management and Homeland Security Agency for Grant Applications. Any grant applications will be approved through Augusta’s normal grant review process.
- 50.** Update on Fire Station #7 on Central Avenue. **(Requested by Commissioner Catherine McKnight)**

## **APPOINTMENT(S)**

- 51.** Consider the recommendation of Augusta Land Bank Authority to appoint Mr. Ryan McKnight due to the resignation of Dr. Mike Hearon. **(Requested by Commissioner Alvin Mason)**

## **LEGAL MEETING**

**A.** Pending and Potential Litigation

**B.** Real Estate

**C.** Personnel

**52.** Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.



## Commission Meeting

February 6, 2024

Augusta Regional Airport

<b>Department:</b>	Augusta Regional Airport – Standard Aero Ramp Rehabilitation, Change Order # 2
<b>Presenter:</b>	Herbert Judon
<b>Caption:</b>	Motion to <b>approve</b> Change Order #2 to Contract with ER Snell Inc. for Standard Aero Ramp Rehabilitation for a total deduct of <b>(\$363,250.22)</b> . Approved by the Augusta Aviation Commission on December 19, 2023. (22ARA159) ( <b>Approved by Public Service Committee January 30, 2024</b> )
<b>Background:</b>	<p>ER Snell, Inc. has completed the Standard Aero Ramp Rehabilitation Project (Base Bid).</p> <p>This requested Change Order #2 includes the costs and savings to balance the final quantities. These quantities are associated with the as-built construction line-item quantities along with additional apron paving outside of the originally contracted project limits.</p> <p>The addition of new line items relating to additional mobilization, safety and security and milling is due to the additional paving on Standard Aero's ramp agreed upon after completion of the originally contracted work. This includes remobilization of all necessary crews, additional survey and escorting, and milling not included in the original bid. The remainder of the items included within this change order are associated with the as-constructed quantity and reflect what was completed in the field.</p>
<b>Analysis:</b>	Staff has evaluated the change order request provided by ER Snell and finds that the costs associated with the new line items are acceptable and are within the unit prices provided as part of the original contract.
<b>Financial Impact:</b>	The original contract value for ER Snell was \$2,102,033.60. This is the second and final Change Order for this project and reduces ER Snell's contract to \$1,817,594.93.
<b>Alternatives:</b>	To deny.
<b>Recommendation:</b>	Recommend Approval. Approved by the Augusta Aviation Commission on December 19, 2023.
<b>Funds are available in the following accounts:</b>	551081118-5412110

**REVIEWED AND**  
**APPROVED BY:**

N/A

*Item 1.*



# CONTRACT CHANGE ORDER NO. 2 – FINAL/BALANCING

Item 1.

<b>AIRPORT</b>	<u>Augusta Regional Airport</u>	<b>Date</b>	<u>September 21, 2023</u>
<b>LOCATION</b>	<u>Augusta, GA</u>	<b>AIP No.</b>	<u>3-13-0011-054-2022</u>
<b>PROJECT</b>	<u>Construct Standard Aero Ramp Rehabilitation – 0119700-202062.03</u>	<b>CONTRACTOR</b>	<u>ER Snell Contracting, Inc.</u>

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
<b>Extra Work – Base Bid</b>						
C-105.1	CO 2	Mobilization, Cleanup, and Demobilization	LS	\$14,750.00	1	\$14,750
C-105.2	CO 2	Airfield Safety and Traffic Control	LS	\$17,325.00	1	\$17,325.00
P-101.5	CO 2	Asphalt Pavement Milling (2")	SY	\$14.00	2,062	\$28,868.00
C-102.1a	Base	Installation and Removal of Silt Fence or Silt Sock	LF	\$6.75	-301	(\$2,034.45)
C-102.1b	Base	Construct, Maintain, and Remove Inlet Sediment Trap	EA	\$429.00	-1	(\$429.00)
C-102.1c	Base	Construct, Maintain, and Remove Excavated Inlet Sediment Trap	EA	\$920.00	-1	(\$920.00)
C-102.1d	Base	Installation and Removal of Check Dam Hay Bale	EA	\$429.00	-44	(\$18,876.00)
C-102.1e	Base	Construct, Maintain, and Remove Construction Exit	EA	\$5,320.00	-1	(\$5,320.00)
C-102.1g	Base	Emergency Erosion Control Mobilization	LS	\$6,130.00	-1	(\$6,130.00)
P-101.1	Base	Asphalt Concrete Pavement Removal, Full Depth, Off Site	SY	\$12.50	-972	(\$12,150.00)
P-101.2	Base	Asphalt Pavement Milling (4")	SY	\$20.00	-49	(\$980.00)
P-101.3	Base	Remove Existing Sidewalk	SY	\$79.00	-20	(\$1,580.00)
P-101.4	Base	PCC Pavement Removal, Dispose Off Site	SY	\$42.50	-12	(\$495.98)
P-152.1	Base	Unclassified Excavation/Dispose Off Site	CY	\$41.75	-1,940	(\$80,995.00)
P-152.2	Base	Subgrade Preparation	SY	\$1.50	-9,368	(\$14,052.00)
P-152.3	Base	Unsuitable/Over Excavation	CY	\$92.50	-47	(\$4,342.88)
P-209.1	Base	Crushed Aggregate Base Course (10")	CY	\$85.50	-1,822	(\$155,781.00)
P-401.1	Base	Asphalt Concrete Surface Course	TON	\$193.00	-61	(\$11,693.87)
P-403.1	Base	Asphalt Concrete Leveling Course	TON	\$171.00	453	\$77,463.00
P-602.1	Base	Emulsified Asphalt Prime Coat	GAL	\$20.75	-1,019	(\$21,144.25)
P-603.1	Base	Emulsified Asphalt Tack Coat	GAL	\$5.40	1,176	\$6,350.40
P-620.1	Base	Temporary Pavement Markings	SF	\$13.25	-195	(\$2,583.75)
P-620.2	Base	Permanent Pavement Markings	SF	\$13.25	-195	(\$2,583.75)
F-162.1	Base	Remove Airfield Perimeter Fence (Chain Link)	LF	\$10.00	-75	(\$750.00)
F-162.2	Base	Install New Airfield Perimeter Fence (Chain Link)	LF	\$49.00	-75	(\$3,675.00)
F-162.3	Base	Install Vehicle Swing Gate	EA	\$3,060.00	-1	(\$3,060.00)
D-751.2	Base	Aircraft Rated Manhole Covers	EA	\$6,130.00	-1	(\$6,130.00)
D-751.6	Base	Adjust Storm Manhole to Grade	EA	\$1,230.00	-1	(\$1,230.00)
331000.1a	Base	6" Restrained Joint eDuctile Iron Pipe	LF	\$145.00	-16	(\$2,320.00)



1. Brief description of the proposed contract Amendment and location(s).

#### Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **C-102.1a Installation and Removal of Silt Fence or Silt Sock – Base Bid:**
  - As-constructed quantity
- **C-102.1b Construct, Maintain, and Remove Inlet Sediment Trap – Base Bid:**
  - As-constructed quantity
- **C-102.1c Construct, Maintain, and Remove Excavated Inlet Sediment Trap – Base Bid:**
  - As-constructed quantity
- **C-102.1d Installation and Removal of Check Dam Hay Bale – Base Bid:**
  - As-constructed quantity
- **C-102.1e Construct, Maintain, and Remove Construction Exit – Base Bid:**
  - As-constructed quantity
- **C-102.1g Emergency Erosion Control Mobilization – Base Bid:**
  - As-constructed quantity
- **P-101.1 Asphalt Concrete Pavement Removal, Full Depth, Off Site – Base Bid:**
  - As-constructed quantity
- **P-101.2 Asphalt Pavement Milling (4”) – Base Bid:**
  - As-constructed quantity
- **P-101.3 Remove Existing Sidewalk – Base Bid:**
  - As-constructed quantity
- **P-101.4 PCC Pavement Removal, Dispose Off Site – Base Bid:**
  - As-constructed quantity
- **P-152.1 Unclassified Excavation/Dispose Off Site – Base Bid:**
  - As-constructed quantity
- **P-152.2 Subgrade Preparation – Base Bid:**
  - As-constructed quantity
- **P-152.3 Unsuitable/Over Excavation – Base Bid:**
  - As-constructed quantity
- **P-209.1 Crushed Aggregate Base Course (10”) – Base Bid:**
  - As-constructed quantity
- **P-401.1 Asphalt Concrete Surface Course – Base Bid:**
  - As-constructed quantity
- **P-403.1 Asphalt Concrete Leveling Course – Base Bid:**
  - As-constructed quantity
- **P-602.1 Emulsified Asphalt Prime Coat – Base Bid:**
  - As-constructed quantity
- **P-603.1 Emulsified Asphalt Tack Coat – Base Bid:**
  - As-constructed quantity
- **P-620.1 Temporary Pavement Markings – Base Bid:**
  - As-constructed quantity
- **P-620.2 Permanent Pavement Markings – Base Bid:**
  - As-constructed quantity
- **F-162.1 Remove Airfield Perimeter Fence (Chain Link) – Base Bid:**
  - As-constructed quantity
- **F-162.2 Install New Airfield Perimeter Fence (Chain Link) – Base Bid:**
  - As-constructed quantity
- **F-162.3 Install Vehicle Swing Gate – Base Bid:**
  - As-constructed quantity
- **D-751.2 Aircraft Rated Manhole Covers – Base Bid:**

- As-constructed quantity
- **D-751.6 Adjust Storm Manhole to Grade – Base Bid:**
  - As-constructed quantity
- **331000.1a 6” Restrained Joint, eDuctile Iron Pipe – Base Bid:**
  - As-constructed quantity
- **T-901.1 Seeding, Staging Area – Base Bid:**
  - As-constructed quantity
- **T-901.2 Temporary Seeding – Base Bid:**
  - As-constructed quantity
- **T-901.3 Permanent Seeding – Base Bid:**
  - As-constructed quantity
- **T-905.1 Topsoiling, Staging Area – Base Bid:**
  - As-constructed quantity

#### Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **C-105.1 Mobilization, Cleanup, and Demobilization:** Additional Contractor mobilization outside the original constraints of the project’s scope in order to pave additional areas of the Standard Aero Ramp.
- **C-105.2 Airfield Safety and Traffic Control:** Additional Contractor safety and security outside the original constraints of the project’s scope in order to pave additional areas of the Standard Aero Ramp.
- **P-101.5 Asphalt Concrete Pavement Milling (2”):** Additional asphalt pavement removal outside the original constraints of the projects scope in order to pave additional areas of the Standard Aero Ramp.

#### New Construction Specifications:

N/A

#### Revised Construction Specifications

N/A

#### 2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

**C-105.1 Mobilization, Cleanup, and Demobilization** – Additional mobilization related to the additional paving work outside of the original project limits on Standard Aero’s ramp. This additional mobilization was requested by the Contractor in order to remobilize onto the site after they had already completed their contractual work. This line item includes but is not limited to the additional mobilization of men and equipment to the site along with labor and overhead associated with the work and additional survey. During bidding, the project was broken into a base bid and two bid alternatives. At the conclusion of work associated with the base bid, there were conversations between the Owner, Contractor, Tenant, and Consultant to determine if some of the savings within the project could be utilized and pick up additional pavement rehabilitation along the ramp. Because the extra work was not a full depth rehabilitation/reconstruction, the best course of action was to mill the identified areas 2” and repave with an asphalt course. This would give some additional life to the existing pavement for the tenant and Airport as well as utilize some the project savings.

**C-105.2 Airfield Safety and Traffic Control** – Additional airfield safety and traffic control is related to the additional paving work outside of the original project limits on Standard Aero’s ramp. This additional safety and security was requested by the Contractor in order to remobilize onto the site after they had already completed their contractual work and provide the necessary amount of badged personnel and guards to safely control and secure the site. During bidding, the project was broken into a base bid and two bid alternatives. At the conclusion of work associated with the base bid, there were conversations between the Owner, Contractor, Tenant, and Consultant to determine if some of the savings within the project could be utilized and pick up additional pavement rehabilitation along the ramp. Because the extra work was not a full depth rehabilitation/reconstruction, the best course of action was to mill the identified areas 2” and repave with an asphalt course. This would give some additional life to the existing pavement for the tenant and Airport as well as utilize some the project savings.

**C-102.1a Installation and Removal of Silt Fence or Silt Sock** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**C-102.1b Construct, Maintain, and Remove Inlet Sediment Trap** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**C-102.1c Construct, Maintain, and Remove Excavated Inlet Sediment Trap** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**C-102.1d Installation and Removal of Check Dam Hay Bale** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**C-102.1e Construct, Maintain, and Remove Construction Exit** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**C-102.1g Emergency Erosion Control Mobilization** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-101.1 Asphalt Concrete Pavement Removal, Full Depth, Off Site** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-101.2 Asphalt Pavement Milling (4")** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-101.3 Remove Existing Sidewalk** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-101.4 PCC Pavement Removal, Dispose Off Site** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-101.5 Asphalt Pavement Milling (2")** – This new milling line item was negotiated and introduced into the project in order to pave the additional areas of the ramp that were not originally included within the scope of this project. During bidding, the project was broken into a base bid and two bid alternatives. At the conclusion of work associated with the base bid, there were conversations between the Owner, Contractor, Tenant, and Consultant to determine if some of the savings within the project could be utilized and pick up additional ramp rehabilitation along the ramp. Because the extra work was not a full depth rehabilitation/reconstruction, the best course of action was to mill the identified areas 2" and repave with an asphalt course. This would give some additional life to the existing pavement for the tenant and Airport as well as utilize some the project savings.

**P-152.1 Unclassified Excavation/Dispose Off Site**– The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-152.2 Subgrade Preparation** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-152.3 Unsuitable/Over Excavation** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-209.1 Crushed Aggregate Base Course (10")** - The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-401.1 Asphalt Concrete Surface Course** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-401.3 Asphalt Concrete Surface Course** – The increase of quantity in the Base Bid is a result of the as performed quantities per the scope of work along with the additional quantity associated with the areas paved outside of the original project limits. During bidding, the project was broken into a base bid and two bid alternatives. At the conclusion of work associated with the base bid, there were conversations between the Owner, Contractor, Tenant, and Consultant to determine if some of the savings within the project could be utilized and pick up additional ramp rehabilitation along the ramp. Because the extra work was not a full depth rehabilitation/reconstruction, the best course of action was to mill the identified areas 2” and repave with an asphalt course. This would give some additional life to the existing pavement for the tenant and Airport as well as utilize some the project savings.

**P-602.1 Emulsified Asphalt Prime Coat** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-603.1 Emulsified Asphalt Tack Coat** – The increase of quantity in the Base Bid is a result of the as performed quantities per the scope of work along with the additional quantity associated with the areas paved outside of the original project limits. During bidding, the project was broken into a base bid and two bid alternatives. At the conclusion of work associated with the base bid, there were conversations between the Owner, Contractor, Tenant, and Consultant to determine if some of the savings within the project could be utilized and pick up additional ramp rehabilitation along the ramp. Because the extra work was not a full depth rehabilitation/reconstruction, the best course of action was to mill the identified areas 2” and repave with an asphalt course. This would give some additional life to the existing pavement for the tenant and Airport as well as utilize some the project savings.

**P-620.1 Temporary Pavement Markings** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**P-620.2 Permanent Pavement Markings** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**F-162.1 Remove Airfield Perimeter Fence (Chain Link)** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**F-162.2 Install New Airfield Perimeter Fence (Chain Link)** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**F-162.3 Install Vehicle Swing Gate** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**D-751.2 Aircraft Rated Manhole Covers** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**D-751.6 Adjust Storm Manhole to Grade** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**331000.1a 6” Restrained Joint, eDuctile Iron Pipe** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**T-901.1 Seeding, Staging Area** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**T-901.2 Temporary Seeding** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**T-901.3 Permanent Seeding** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.

**T-905.1 Topsoiling, Staging Area** – The reduction of quantity in the Base Bid is a result of the as performed quantities per the scope of work.



3. The Sponsor's share of this cost is available from:

NA

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☒ No ☐

When: 11/13/2023

With Whom: Mrs. Laura Breeding

Comment(s):



### Commission Meeting

February 6, 2024

Augusta Regional Airport

<b>Department:</b>	Augusta Regional Airport – Installation of Precision Approach Path Indicator (PAPI) Lights
<b>Presenter:</b>	Herbert Judon
<b>Caption:</b>	Motion to <b>approve</b> Trinity Electrical Services to install new Precision Approach Path Indicator (PAPI) Lights on Runway 17/35 in the amount of <b>\$42,980.00</b> . Approved by the Augusta Aviation Commission on December 19, 2023. ( <b>Approved by Public Service Committee January 30, 2024</b> )
<b>Background:</b>	<p>PAPI Lights provide necessary vertical guidance for the Airlines to land in the touchdown areas on the runway. They are sited in the runway safety area one thousand feet on the arrival end of 17 and 35.</p> <p>The current PAPI's that are installed on Runway 17/35 are approximately 15 years old and considered incandescent technology.</p> <p>The new Technology LED PAPI's have been delivered to Airport Maintenance and are ready for installation in the field.</p>
<b>Analysis:</b>	<p>Three (3) quotes were received from Specialized Airfield Companies for installation of the new LED PAPI's on Runway 17/35.</p> <p>Trinity Electrical Services, INC. \$42,980.00</p> <p>Southeast Site Services, LLC \$63,800.00</p> <p>BBH &amp; Associates, INC. \$79,766.50</p>
<b>Financial Impact:</b>	Trinity Electrical Services submitted the lowest bid at \$42,980.00. GDOT provided funding of 75% for the new LED PAPI's. The Airport funded 25% with Airport Enterprise Funds.
<b>Alternatives:</b>	To deny.
<b>Recommendation:</b>	Recommend Approval. Approved by the Augusta Aviation Commission on December 19, 2023.
<b>Funds are available in the following accounts:</b>	551081305-5412110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



Industrial / Commercial Contracting  
Air Field Construction  
Sports Lighting · Electrical Utilities

**Chad Hutchinson**

Proposal

Papi Install 17/35

10/19/23

Price Includes

- \*Installing two sets of 4 box owner furnished papis complete on existing pads.
- \*Install grounding grid all the way around all 4 papis with 4/0 copper and  $\frac{3}{4}$  rods per detail.
- \*Install 2-2" conduits between all units for controls and power to go in.
- \*Install all flex and connectors to tie units into existing can bases.
- \*Power units and aim and assist flight check for both ends.

Total: 42,980.00

**This Quote is good for 9 months.**



BROOKS - BERRY - HAYNIE & ASSOCIATES, INC.

November 6, 2023

Quote No. 2303100629

Augusta Regional Airport  
1501 Aviation Way  
Augusta, GA 30906

ATTN: Mr. David W. Widener

RE: Runway 17-35 PAPI Upgrade

Brooks-Berry-Haynie & Associates proposes to furnish the necessary materials, tools, equipment, labor and supervision required to successfully accomplish the installation described herein for the above referenced project as detailed below.

**Pricing**                      **\$79,766.50**

**Specific Project Scope**

1. Trench, backfill, and restore gravel/grassing for the installation of a new grounding system which will be routed around each of the four existing PAPI foundations.
2. Provide and install all bare copper wire, ground rods, exothermic welds, and terminations for the PAPI grounding system and connection to new PAPI light housings.
3. Demolish and dispose of existing PAPI light housings.
4. Install one new 2" PVC conduit between PAPI units for separation of control wiring and primary power cabling.
5. Install eight new PAPI light housings, provided by Others, on new EMT legs, equipped with floor flanges and frangible couplings, anchored to existing concrete foundations.
6. Install all conduit, connectors, and wiring between the existing base cans and new light housings. We assume all conduit to be existing and in good condition.
7. Install Owner provided L-830 isolation transformers and primary connector kits on existing L-824C, 5KV cabling.
8. Assist Owner with aiming and startup of the new PAPI system.
9. Provide all cleanup and disposal.
10. This quote is for two complete PAPI installations, one at each end of Runway 17-35.

**General Conditions**

1. Excavations shall be backfilled with excavated material. Any excess spoils from backfill operations shall be disposed of on site. If excavated material is unsuitable for backfill, then suitable material shall be provided on site for BBH use.

2. BBH shall not be required to commence or continue work unless sufficient areas are ready to insure continuous work.
3. Concrete debris (including existing footings, foundations, or manholes) and rock removal is excluded.
4. Testing for soils and ready mix concrete are excluded.
5. Engineering, engineering fees, geotechnical engineering, plan check fees, permits are excluded.
6. All hazardous materials removal or abatement is excluded.
7. We exclude damage to any private or unmarked utility lines or utility company make-ready work. Any repairs that BBH is directed to make is payable by the Prime Contractor to BBH.
8. This quote is contingent upon the negotiation of mutually agreeable contract terms. This quote is valid for a period of 180 days.
9. This proposal shall become a part of any subcontract awarded to Brooks-Berry-Haynie.
10. Notwithstanding any provision to the contrary, BBH shall maintain the types and limitations of insurance as shown on the attached sample certificate of insurance. BBH is not required to include Prime Contractor, Owner or any others as additional insured or named insured, nor to waive any claims or rights of subrogation against the Prime Contractor, Owner or any others for losses and claims covered or paid by BBH's workers compensation or general liability insurance. Any modifications to this insurance requirement shall be requested before the project bids.

Please review this scope and general conditions, if you should have any questions; please feel free to contact me. We appreciate the opportunity to provide you with this proposal and look forward to working with you in the future.

Very truly yours,



Jared Barfield  
Vice President  
[jbarfield@bbhelectric.com](mailto:jbarfield@bbhelectric.com)  
704-357-8880 Business



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 03/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Dillon Agency P.O. Box 2070 Powder Springs GA 30127		CONTACT NAME: Dawn (Melissa) Howse PHONE (A/C, No, Ext): (404) 410-1430 FAX (A/C, No): (404) 410-1431 E-MAIL: dhowse@dilloninsllc.com ADDRESS:	
INSURED		INSURER(S) AFFORDING COVERAGE	
Brooks Berry Haynie & Associates, Inc. 600 Discovery Place, SE Mableton GA 30126		INSURER A: Cincinnati Ins. Co. NAIC # 10677 INSURER B: CINCINNATI INS CO (10230) INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN/AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP0527663	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP0527663	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (EA accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0527663	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EW0486754-00	03/31/2019	03/31/2020	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Owner, contractor and other entities listed in the contract are additional insured for general liability, including ongoing and completed operations, and shall be primary and non-contributory as required by written contract. Umbrella is following form with underlying policies. A waiver of subrogation applies to the additional insureds with regard to general liability, auto liability and workers compensation when required by written contract. A 30 day notice of cancellation applies with the exception of 10 days for non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

For Information Purpose Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





## Southeast Site Services, LLC

Matt Bragg  
 PO Box 1315  
 Gray, GA 31032  
 706-713-6460 Phone  
 478-986-9486 Fax  
[mbragg@southeastsiteservices.com](mailto:mbragg@southeastsiteservices.com)  
*Georgia Electrical License #EN214314*

### PROJECT PROPOSAL \*\*REVISION 1\*\*

**DATE:** October 18, 2023

**JOB NAME:** Augusta Regional Airport – Runway 17-35 PAPI Replacement

**SCOPE OF WORK:** See Page 3 of this proposal

We are pleased to submit this proposal, which includes all labor, equipment, materials, insurance, and taxes (when applicable), unless otherwise specified, per the Scope of Work, Revised Drawings, Terms and Conditions and Specification Sheets herein. Valid for 180 days from the date of this proposal.

### TERMS & CONDITIONS

1. This proposal does not include any surveying.
2. It is assumed that the existing PAPI foundations are in the correct location, orientation, and elevation. Any changes required for the foundations will require a change order.
3. Access to the runway centerline will be required to install the PAPI Light Housing Assemblies (LHA), escorts and access shall be provided by the owner.
4. Base plates for LED PAPIs require multiple hubs (2 hub base plates on LHA's 1 and 4, 3 hub base plates on LHA's 2 and 3). These base plates are not provided in this quote.
5. The #4/0 ground grid provided in this quote will be installed at 12" depth, and will be installed 24" outside of the edge of the PAPI foundations.
6. This quote does not provide any power or control cable from the vault to the first PAPI LHA. This quote does include new power cable between from LHA 1 to LHA 4 on each PAPI.
7. All excavated materials shall be spun off immediately adjacent to the hole and spread. Any removal of said materials to another location shall be through a change order in addition to any existing contract or agreement. Any grading required, cut or fill, shall be by others.
8. All trenches will be backfilled; machine compacted and dressed with the excavated materials only. Seeding, grassing, erosion control, etc. is to be performed by the prime contractor.
9. This proposal is based on normal soil conditions of 2000/PSF and do not allow, and are not limited to, the excavation of any unforeseen obstacles such as rock, asphalt, concrete, fluid soil

conditions, buried debris, or excessive mud. Execution of such excavation shall be through a change order in addition to any existing contract or agreement.

10. It is the responsibility of others to locate private utilities and any other buried items. We are not responsible for damages due to improper or no locates.
11. This proposal is based on limited mobilizations to complete the project. Any additional trips to complete the project beyond the control of SSS, due to other trades, vendors, persons, etc., not employed or contracted by SSS for this project, may result in additional costs and/or delivery charges.
12. This proposal is based on normal working hours (7:00am to 7:00pm) and work days (Monday-Friday). Any other work schedule will have additional costs.
13. Large and heavy equipment are required to complete this project. This proposal is based on total access for all equipment necessary. While all due care will be taken, any items of concern, but not limited to landscape, grass, sidewalks, fencing, etc. should either be removed or protected by others in a timely manner so we can complete the project. While we have no problem with submitting a price for the care of said items, we cannot be held responsible if they are damaged under this proposal.
14. A certificate of insurance will be provided upon award of contract.
15. Performance and payment bonds are not included in this proposal. Add 3% to total if required.
16. SSS shall have no responsibility or liability for labor, materials or equipment provided by others or any results due to proposal recipient's failure to comply with the Scope of Work, Terms and Conditions herein.
17. SSS shall have no responsibility for material or work damaged by others.
18. This proposal does not include any cost from the FAA for flight check inspection.

Thank you for the opportunity to bid on this project. Should you have any questions, please feel free to call me at (706) 713-6460. If accepted, please sign, date, and return via mail. A fully executed copy will be returned to you for your records.

Sincerely,

Matt Bragg

\_\_\_\_\_  
Southeast Site Services LLC

Title: \_\_\_\_\_ Date - \_\_\_\_\_

\_\_\_\_\_  
Accepting Party

Title: \_\_\_\_\_ Date - \_\_\_\_\_

	<b>PROPOSAL SCHEDULE</b>				
	Augusta Regional Airport				
	Augusta, GA				
	Runway 17-35 PAPI Replacement				
<b>Item No.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
1	Install Owner Provided PAPIs on Existing Foundations	2	EA	\$ 30,900.00	\$ 61,800.00
2	Flight Check Support	1	EA	\$ 2,000.00	\$ 2,000.00
	<b>PROPOSAL TOTAL:</b>				<b>\$ 63,800.00</b>



## Commission Meeting

February 6, 2024

Augusta Regional Airport

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<b>Department:</b>	Augusta Regional Airport – Memorandum of Understanding (MOU) with Battelle Savannah River Alliance, LLC
<b>Presenter:</b>	Herbert Judon
<b>Caption:</b>	Motion to <b>approve</b> a five (5) year MOU between AGS and Battelle Savannah River Alliance, LLC as managing and operating contractor for Savannah River National Laboratory (SRNL). Approved by the Augusta Aviation Commission on December 19, 2023. ( <b>Approved by Public Service Committee January 30, 2024</b> )
<b>Background:</b>	<p>The Airport has been working with SRNL for the past several years to advance the new aerospace technologies in the CSRA. SRNL staff have participated in multiple events hosted by AGS, including several of the Innovation Xchange Forums and drone demonstrations to local area STEM students. The Airport and SRNL have agreed to expand their efforts to include possible research and development capabilities and explore additional opportunities for collaboration in the areas of Unmanned Aircraft Systems (UAS) and Advanced Air Mobility (AAM).</p> <p>Efforts will include the exploration of funding opportunities, joint utilization of facilities and airspace, and exchanging study results and other relevant information pertaining to these novel aerospace technologies.</p>
<b>Analysis:</b>	The agreement provides the opportunity for AGS to partner with a local, well-respected national institution in order to further the new aerospace technologies. It will help to lay additional groundwork, positioning the Airport to be attractive to the numerous new companies emerging in the industry.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	To deny.
<b>Recommendation:</b>	Recommend Approval. Approved by the Augusta Aviation Commission on December 19, 2023.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**BATTELLE SAVANNAH RIVER ALLIANCE, LLC**  
**As Managing and Operating Contractor For**  
**SAVANNAH RIVER NATIONAL LABORATORY**  
**AND**  
**THE AUGUSTA REGIONAL AIRPORT**  
**CONCERNING NEW AEROSPACE TECHNOLOGY SYSTEMS TEST SITE**  
**PARTNERSHIP**

This Memorandum of Understanding (“MOU”) is between Battelle Savannah River Alliance, LLC (“BSRA”), located at Savannah River Site (“SRS”), Aiken, South Carolina 29808, under its Contract No. 89303321CEM000080 with the U.S. Department of Energy (“DOE”), as Managing and Operating Contractor of Savannah River National Laboratory (“SRNL”), and the Augusta Regional Airport (“AGS”). AGS and SRNL may individually be referred to as a “Party” or collectively as the “Parties”.

**Purpose**

AGS and SRNL desire to strengthen their research and development capabilities and explore opportunities for collaboration. AGS is seeking to become a test center for the integration of new aerospace technologies, including Unmanned Aircraft Systems (UASs) and Advanced Air Mobility (AAM). Augusta will soon have a designated umbrella of airspace certified for testing UASs and AAM technologies. AGS is actively seeking partnerships with several agencies (e.g., SRNL, local universities, UAS vendors, Original Equipment Manufacturers (OEM)) in examining the future of novel aerospace technologies. AGS has asked SRNL and its UAS Program to become the Research and Development (R&D) arm of the test center. SRNL is the applied research and development laboratory for the DOE’s Office of Environmental Management. Both Parties are known for their innovative, practical applications of strategies and technologies designed to address major issues affecting national and international environmental issues. In view of these common interests and objectives, the Parties desire to foster scientific and technical collaboration in areas of mutual interest by:

- Exchange study results and other relevant information pertaining to Unmanned Aircraft Systems (UASs) and aerospace technologies;
- Collaborate during joint scientific conferences, workshops or similar meetings;
- Participate in STEM and community outreach events supported by both organizations;
- Author joint publications and presentations; and

- Explore funding opportunities and joint utilization of facilities and airspace that benefit both organizations.

As these efforts develop and grow, the formation of alliances between the Parties, and their affiliated institutions will be evaluated to support important initiatives more broadly in the principal focus areas mentioned above. The Parties will negotiate separate written agreements containing mutually agreeable terms and conditions when collaborative opportunities are identified which will address, among other items, the specific object of cooperation, funding, and protection and allocation of any intellectual property shared or developed.

### **Areas of Cooperation**

AGS and SRNL intend to participate jointly in proposal and research efforts that will mutually benefit the Parties. Collaboration will be encouraged on technical tasks that can assist AGS and SRNL in carrying out their respective missions. Proposals submitted to funding agencies for collaborative research projects should emphasize the complementary strengths of AGS and SRNL, including the leveraging of existing resources, expertise of technical staff and collective program management skills. The Parties will execute a formal agreement prior to initiating any cooperative research efforts.

Initial efforts will center on specific initiatives in the areas below:

- Unmanned Aircraft Systems (UASs) and Advanced Air Mobility (AAM) including electric Vertical Take Off & Landing (eVTOL) aircraft
- Development of the Test Center and collaborations with other agencies/vendors
- Community outreach events

Under this MOU, the Parties intend to notify each other of projects on which they can collaborate and provide each with the necessary information and support reasonably requested by the other Party to facilitate the purposes of the MOU.

### **Terms**

The Parties agree that the following terms shall govern this MOU:

1. This MOU shall be effective upon signature by both Parties and shall remain in effect for a period of five (5) years, unless superseded by a more comprehensive agreement or terminated by the Parties. Either Party may terminate this MOU upon sixty (60) days written notice to the other party. In the event of termination, all on-going joint activities not completed as of the termination date may continue to their completion under the terms of this MOU unless specified otherwise by the Parties.
2. Each Party acknowledges that they are entering into this MOU in a spirit of cooperation. The Parties intend to pursue the goals and purposes of this MOU in good faith, subject to its terms and conditions.



3. The Parties agree that any work to be undertaken pursuant to this MOU will be the subject of additional specific agreements that are consistent with the terms and conditions of SRNL's contract with DOE and AGS's operating directives. The exchange of information will also be in accordance with the information protection requirements set forth in SRNL's contract with DOE and AGS's operating directives. The Parties acknowledge neither can undertake activities which are inconsistent with their individual contractual obligations.
4. The Parties acknowledge that during the course of this MOU they may wish to exchange information of a proprietary nature. The Parties agree that any such exchange of proprietary information shall be made under a separate written Non-Disclosure Agreement specific to the subject matter being discussed.
5. No work or funds are committed under this MOU. Any commitment of work or funds shall be made under a separate agreement following the contracting requirements of each Party.
6. Each Party shall bear all costs, risks and liabilities which may incur arising out of its obligations and efforts under this MOU. However, neither Party is obligated to undertake any activity hereunder.
7. In the event one Party publishes an article or report related to specific collaborative work, credit or co-authorship will be provided to all Parties. Each Party will be provided copies of proposed publications by the other Party at least thirty (30) days prior to submission for publication for review and comment. A Party may elect to not have their authorship credited.
8. Any news releases, public announcements, advertisements, or publicity to be released by either Party concerning this MOU, or any proposal or agreement resulting from this MOU shall be subject to prior written approval by the other Party.
9. The Parties agree to conduct activities contemplated by this MOU in accordance with applicable laws and regulations to which it is subject, including export control laws. Each Party acknowledges that it is responsible for its own compliance with all U.S. export laws and regulations. Neither Party will knowingly export, directly or indirectly, any export-controlled hardware, software, or technical data in the performance of this MOU without an appropriate review and license, if necessary.
10. It is understood and agreed that this MOU is entered into by SRNL; however, this MOU may be transferred from SRNL to DOE or a DOE designee without prior approval from AGS. SRNL will notify AGS as soon as practicable if a transfer of MOU authority from SRNL to another party is imminent.
11. Conflicts or issues that may arise which cannot be resolved between AGS and SRNL personnel should be raised to the necessary level of management to obtain resolution. An

effort shall be made by all participants to resolve conflicts with a spirit of cooperation at the working level.

12. Unless otherwise specified, this MOU embodies the entire understanding between the two Parties and any prior representation or agreement is superseded. Any modifications to this MOU must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Augusta Regional Airport

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Dan Troutman  
Chairman  
Augusta Aviation Commission  
Augusta Regional Airport

Date:

BATTELLE SAVANNAH RIVER ALLIANCE, LLC

**Tammy Taylor** Digitally signed by Tammy  
Taylor  
Date: 2023.10.24 12:18:48 -04'00'

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Tammy Taylor  
Associate Laboratory Director, Global Security Directorate  
Battelle Savannah River Alliance, LLC

Date:



## Commission Meeting

February 6, 2024

Augusta Regional Airport

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<b>Department:</b>	Augusta Regional Airport – Parking Management Company Selection & Management
<b>Presenter:</b>	Herbert Judon
<b>Caption:</b>	Motion to <b>approve</b> selection of Republic Parking System, LLC to manage the public parking lots at AGS and approval of the public parking management services agreement between the company and the Airport. Three (3) year contract with option to extend for two (2) additional years. Approved by the Augusta Aviation Commission on December 19, 2023. (RFP 24-175)( <b>Approved by Public Service Committee January 30, 2024</b> )
<b>Background:</b>	In 2018, the Aviation Commission selected Republic Parking to operate and manage the public parking lots at AGS. The contract was executed January 1, 2019. The agreement is set to expire December 31, 2023. Airport staff issued a Request for Proposal (RFP) to solicit bids from companies qualified to handle the management of the Airport's public parking lots. Five compliant bids were received in response to the RFP.
<b>Analysis:</b>	An Evaluation Committee met on Monday, November 20, 2023. Upon careful review, discussion and scoring, the Committee selected the firm of Republic Parking System, LLC.
<b>Financial Impact:</b>	The contract has an initial term of three (3) years with two (2) one-year options for renewal and is attached.
<b>Alternatives:</b>	To deny.
<b>Recommendation:</b>	Recommend Approval. Approved by the Augusta Aviation Commission on December 19, 2023.
<b>Funds are available in the following accounts:</b>	551000000-3492401
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**PARKING MANAGEMENT CONTRACT FOR THE**

**PARKING FACILITIES LOCATED**

**AT AUGUSTA REGIONAL AIRPORT**

This Contract for Parking Management Services (hereinafter "Contract") is made and entered into this 1<sup>st</sup> day of January, 2019, between Augusta, Georgia, a political subdivision of the State of Georgia for the Augusta Aviation Commission, an instrumentality of Augusta, Georgia located at 1501 Aviation Way, Augusta, Georgia 30906-9600, (hereinafter collectively Commission") and Republic Parking System, LLC, dba Republic Parking, with offices at 611 Chestnut Street, Suite 150, Chattanooga, Tennessee 37456 (hereinafter "Operator").

**WHEREAS**, the Commission is the operator of Augusta Regional Airport located in Augusta-Richmond County, State of Georgia; and

**WHEREAS**, the Commission deemed it advantageous to the public to retain the services of a company specializing in the management, operation and marketing of Airport parking facilities; and

**WHEREAS**, the Commission solicited responses to a Request for Proposal (RFP) to manage, operate and market the Airport's parking facilities; and

**WHEREAS**, the Commission has determined that the Operator's proposal in response to the RFP was most advantageous to the Airport and to the public interest; and

**WHEREAS**, the Commission and Operator desire to enter into a contract based upon the Commission's rules and regulations, terms in the RFP and the Operator's response thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

## **ARTICLE 1** **PREMISES**

The Operator agrees to manage, operate, and market, in accordance with the terms of this Contract, certain parking facilities (hereinafter "Premises") located at the Augusta Regional Airport (hereinafter "Airport"). These Premises include the following:

- 1.1 three (3) long term lots consisting of 826 spaces
- 1.2 one (1) short term lot consisting of 204 spaces
- 1.3 one (1) premium lot (Elite Rewards) consisting of 39 spaces
- 1.4 one (1) employee lot consisting of 95 spaces
- 1.5 one (1) credit card lot consisting of 166 spaces; and
- 1.6 one (1) ground transportation lot.

The Airport reserves the right to modify the Premises as needed during the Term of this Contract.

## **ARTICLE 2**

### **TERM**

- 2.1 This Contract shall commence at 12:00 a.m. on January 1, 2024 and continue for a period of three (3) years terminating at midnight on December 31, 2026. The term and renewal of the Contract shall be in compliance with O.C.G.A. § 36-60-13.
- 2.2 The Commission reserves the right to renew this Contract in its sole discretion and under terms to be determined by the Commission, for two (2) additional one (1) year renewal terms. If the Commission chooses to exercise its right to renew this Contract, the Operator shall be notified of the terms under which the Commission shall exercise this right, at least one-hundred twenty (120) days before the expiration of this Contract. The Operator shall have the choice as to whether to accept the Commission's proposal, or allow the Contract to expire, and shall so notify the Commission in writing within thirty (30) days of receipt of Commission's proposal. Nothing in this paragraph shall be construed as to require the Commission to exercise such option to renew or to require the Operator to accept such proposal from the Commission.

## **ARTICLE 3**

### **GROSS RECEIPTS**

- 3.1 The Operator shall collect and hold in trust for and on behalf of the Commission all Gross Receipts due from parking customers. "Gross Receipts " as used herein shall be defined as all sums collected by the Operator, or sums which should have been collected by the Operator, from the rental of space for the parking and storage of motor vehicles whether on an hourly, daily, weekly, or monthly basis, less all refunds, credit card fee discounts, and other discounts as authorized by the Commission; sales tax, use tax, excise tax, occupancy tax, gross receipts tax, or other taxes assessed upon or

- attributable to said receipts. Said taxes shall be held by the Operator and paid directly to the applicable taxing entity. All taxes, discounts and refunds shall be accounted for and included in the Operator's monthly revenue statement including fees or discounts paid to a third party derived from usage of credit cards to pay parking fees. Gross Receipts Due the Commission shall include and reflect adjustments for any and all cashier shortages, overcharges, undercharges, and uncollected parking fees. Dishonored checks, uncollectible or uncollected fees and credit card charges and other bad debts shall not be included in Gross Receipts Due provided such transactions were processed in accordance with procedures previously accepted and approved by the Commission or its designated representative.
- 3.2 The Operator shall deposit all cash receipts into an account as designated by the Commission and in the name of the Commission, prior to the end of the next banking day after collection. A penalty for failure to deposit said Cash Receipts by the end of the next banking day following collection shall be assessed daily equaling ten percent (10%) of the total amount of that day's Gross Receipts. Failure to deposit the Cash Receipts within the required time period in excess of two (2) occurrences per month shall be cause for immediate termination of this Contract.
- 3.3 The Operator shall submit to the Commission a monthly revenue statement accounting for all "Gross Receipts Due" by the fifteenth (15th) day of the month following the month of operation. The monthly revenue statement shall be in a format approved by the Commission. Failure to submit this statement on or before the indicated date may be cause for immediate cancellation of this Contract.

#### **ARTICLE 4**

#### **OPERATING EXPENSES**

- 4.1 The Commission shall advance to Operator one twelfth (1/12) of the first year annual budgeted expenses exclusive of the Management Fee prior to start of service. This will be considered an operating advance and used to pay costs incurred for operating expenses. Upon termination of the Contract, Operator shall return to Commission any remaining balance of the operating advance.
- 4.2 The Commission shall reimburse the Operator for all approved operating expenses incurred in the management, operation and marketing of the Premises.
- 4.3 "Operating expenses" (hereinafter Operating Expenses) shall include all expenses relating to the management, operation and marketing of the Premises, including all salaries and wages, Workmen's' Compensation insurance as provided by state law, related payroll taxes, uniforms, supplies and tools for the maintenance of the Premises, cleaning, maintenance, repair costs to revenue control/office equipment, tickets, office and marketing expenses, hospitalization insurance, and other expenses as authorized and included within an operating budget approved in advance by the Commission. All such labor expenses shall be included on the Labor Distribution Report form. Such form is attached hereto as part of the "Operational Procedures and Policy Manual".

- 4.4 Specifically, Operating Expenses shall not include the costs of business licenses, permits, headquarters' bookkeeping, administrative, or accounting fees, insurance, as described in Article 17 and Fidelity Bond which shall be paid by the Operator from the Operator's Management Fee as defined in Article 5. Operating Expenses shall also not include taxes on the Operator's personal property, debt retirement, or any other expenditure that is not included in the Operator's approved Annual Budget as included and defined herein, or not approved by the Commission in writing.
- 4.5 The Operator shall invoice the Commission, by the twentieth (20<sup>th</sup>) day of the month following the month of operation, for its Operating Expenses incurred in the single monthly period preceding. The Commission shall reimburse the Operator for all authorized and approved budgeted expenses, less any undocumented expenses, within thirty (30) days following receipt by the Commission of such invoice. The monthly Operator's Management Fee shall be included in the monthly invoice. Except for payroll and payroll related expenses, receipts for all expenditures shall be included with Operator's monthly invoice. Payroll and payroll related expenses shall be submitted in accordance with the policies agreed to between the Commission and the Operator. The Operator's monthly invoice shall be in a format approved by the Commission.
- 4.6 Any disputed invoices or charges shall be deducted by the Commission from the Operator's invoice. The Commission shall provide the Operator, in writing at the time of payment of the monthly invoice, reasons for the deduction. The Operator, within thirty (30) days, has the right to present a written explanation of the disputed invoices or charges to the Commission. The Commission shall determine the validity of the disputed invoices or charges based on additional documentation supplied by the Operator. If approved, after additional documentation is considered, the amount shall be added to the next invoice paid by the Commission. The Commission's decision in any matter pertaining to disputed invoices or charges is final.

#### **ARTICLE 5**

#### **MONTHLY MANAGEMENT FEE**

As compensation for the Operator's performance hereunder, the Commission shall pay to the Operator each month a Management Fee. Such fee shall be included in the Operator's monthly invoice as indicated in Article 4. The monthly Management Fee shall be one twelfth (1/12) of the annual Management Fee. The annual Management Fee shall be as follows:

<b>CONTRACT YEAR</b>	<b>FEE</b>
----------------------	------------



1	\$36,000
2	\$36,900
3	\$37,823
<b>OPTIONAL YEAR</b>	<b>FEE</b>
1	\$38,768
2	\$39,737

## **ARTICLE 6**

### **ANNUAL BUDGET**

- 6.1 The Operator shall submit to the Commission, one hundred eighty (180) days prior to each anniversary date of this Contract a proposed annual and monthly budget for all Operating Expenses to be incurred during the year. The Commission shall notify the Operator of any changes to the budget or budget approval, on or before the anniversary date of this Contract.
- 6.2 Upon approval by the Commission, all Operating Expenses included in the annual budget shall be considered authorized and reimbursable, as incurred, to the Operator. Changes to the annual budget shall be approved in writing by the Commission. Any expense incurred by the Operator above the pre-approved budget amount shall not be reimbursed by the Commission unless prior written approval is received from the Commission.
- 6.3 Following execution and return of this Contract to the Commission, the Operator shall, within thirty (30) days, of the commencement of this Contract, furnish the Commission with a monthly budget for the first year of this Contract which shall be the same budget submitted for the first year included in the Operator's proposal unless otherwise revised and approved by the Commission.

## **ARTICLE 7**

### **OPERATIONAL PROCEDURES AND POLICY MANUAL**

- 7.1 An Operational Procedures and Policy Manual (hereinafter "Manual"), reflecting the operation of the facility as proposed by the Operator shall be submitted to the Commission within thirty (30) days of the commencement date of this Contract. The Manual shall include, at a minimum, the following:
- a. General operating and management policies
  - b. Customer Service policies

- c. A sample of monthly invoice to Commission
  - d. Cash control, audit and ticket exceptions, including validation procedures
  - e. Lost ticket and missing ticket procedures
  - f. Employee job descriptions
  - g. Employee training guide
  - h. Employee schedules
  - i. Emergency procedures and phone numbers
  - j. Manager's office, cellular and home phone number
  - k. Company personnel policies
  - 1. Check and credit card approval procedures
- 7.2 The Manual shall be modified as the operation of the facility or the information contained in the Manual changes. The Operator is responsible for the maintenance of the Manual to assure that all data is correct and current. The Manual shall be reviewed and revised annually within thirty (30) days following the annual commencement date of this Contract. It shall be the Operator's responsibility to submit the revised Manual for review and approval by the Commission. The provisions of the Manual, and any subsequent amendments, are incorporated herein by reference.
- 7.3 Operator shall be responsible for maintaining compliance of the revenue-processing parking equipment and related hosting and other systems servicing the Premises, including their deployment in their current configuration (the "Systems") with prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry standards (collectively, the "Standards"). The Commission agrees not to knowingly make any changes to the Systems which may impact their compliance with the Standards during the Term of this Contract without first apprising Operator in writing, it being the intent of the parties that Operator shall at all times have current information regarding the Systems for Standards compliance purposes and be fully accountable to the Operator with respect thereto.
- 7.4 Operator shall notify the Commission in writing if it becomes aware that the Systems or any portion thereof are not compliant with the Standards at any time during the Term, and shall obtain competitive quotations for requisite upgrades, the cost of which shall be paid by the Commission. All costs incurred by Operator in the performance of its obligations under this Article 7.4 shall be operating expenses, provided that Operator shall seek the prior approval of the Commission for any

proposed cost that exceeds the sum of \$10,000, such consent not to be unreasonably withheld.

- 7.5 If the Commission does not approve an upgrade or other expenditure requested by Operator to maintain compliance of the Systems with the Standards, the Commission agrees that the Operator shall not be held responsible by the Commission for such non-compliance.
- 7.6 If the services of an independent Qualified Security Assessor are obtained with respect to compliance of the Systems, the Operator shall provide the Commission with names of at least two Qualified Security Assessors and the parties shall agree upon a Qualified Security Assessor. The report of the Qualified Security Assessor and any certificates of compliance issued by the Qualified Security Assessor shall be determinative as to the compliance of the Systems.

## **ARTICLE 8**

### **RECORDS AND REPORTS**

- 8.1 The Operator shall keep and maintain true and accurate records of Gross Receipts Due and Operating Expenses in accordance with Generally Accepted Accounting Principles (GAAP). The Operator shall submit daily to the Commission, or its designated representative, a validated deposit slip for the previous banking day's receipts. The Operator shall submit monthly to the Commission, or his designated representative, the following:
  - a) An activity report reconciling total Gross Receipts Due to the daily deposits.
  - b) Daily report of Gross Receipts Due, overnight vehicle count, ticket validations and exceptions, and ticket reconciliation in accordance with the Operations Procedures and Policy Manual.
  - c) Monthly activity and Gross Receipts Due summaries and certifications, to be reconciled to Daily Reports.
- 8.2 In addition, the Operator shall have available to the Commission, or its designated representative, for inspection, upon twenty-four (24) hours notice and within normal business hours, the following:
  - a) Records of all tickets purchased, ticket dispenser number and date used.
  - b) All used parking tickets, lost ticket forms and validations for a twelve (12) month period. At the end of this period, all of these records shall be turned over to the Commission.

- c) All shift reports for a twelve (12) month period. At the end of this period, copies of all of these records shall be turned over to the Commission.
  - d) Any and all other accounting records maintained locally which pertain to the receipt of parking revenues and operating expenses.
- 8.3 The Operator shall make all records available upon twenty-four (24) hours notice, no matter where retained, during normal business hours, at the Airport's Executive offices.
- 8.4 The Operator shall not destroy any records pertaining to the operation of the Premises without the express written permission of the Commission.
- 8.5 At the expiration or termination of this Contract, the Operator shall turn over to the Commission all the books and records of Gross Receipts Due and Operating Expenses, including supporting documents, maintained throughout the term of this Contract.
- 8.6 All source records of Gross Receipts Due, which shall include, but not be limited to: Parking Tickets, Cash Register Tapes, Shift Reports, Master Reports, Daily Revenue Reports, whether computer generated or manually generated, shall be kept at all times within the City of Augusta. All records shall be maintained for a period of seven (7) years . These records shall be maintained by the Operator until the Annual Report required above is delivered to and accepted by the Commission, at which time they shall be delivered to the Commission for further disposition. The Commission shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All data bases for such purpose will be maintained by the Operator who shall, ensure that adequate hard copies and data backups are done on a routine basis. Data backups should be stored on an approved media for such storage for a period of seven (7) years.
- 8.7 Operator acknowledges that the records maintained may be subject to Georgia Open Records Act. Operator shall immediately notify the Commission of any Open Records Act requests.

## **ARTICLE 9**

### **LOST TICKETS AND MISSING TICKETS**

- 9.1 Lost tickets shall be accounted for by a lost ticket form, in a format approved by the Executive Director, and signed by the customer. Appropriate audit procedures shall be taken by the Operator monthly to verify by telephone or in writing a minimum of ten percent (10%) of all lost tickets confirming the customer name, address, phone number and signature included on the form. Lost tickets accounted for by the appropriate form shall not be included in the missing ticket ratio. Missing

tickets are tickets that are unaccounted for and shall be included in the missing ticket ratio.

- 9.2 If, during any single month, the missing ticket ratio exceeds one-half of one percent (0.5% or .005); the Commission shall impose a Missing Ticket penalty by decreasing the Operator's Management Fee for the following month on the basis of the following graduated scale:

<u>Percentage of Missing Tickets</u>	<u>Penalty</u>
.000-.005	\$0
.005-.01	\$5.00 per ticket
.01-.015	\$7.50 per ticket
.015 and above	\$15.00 per ticket

- 9.3 The above penalty shall be imposed at the sole discretion of the Commission. A Missing Ticket Report, in a format approved by the Commission, shall be submitted with the monthly invoice.

## **ARTICLE 10**

### **AUDIT**

- 10.1 Within ninety (90) days following the end of each fiscal year, Operator shall provide an unqualified statement certified by an Independent Certified Public Accountant in accordance with GAAP certifying that the Gross Receipts Due the Commission and Operating Expenses are true and accurately reported as defined within this Contract.
- 10.2 The Commission reserves the right to audit all books and records of the Operator at any time upon forty-eight (48) hours advance notice to the Operator. If the audit results reflect a shortage of funds over three percent (3%) per annum, the Operator shall bear the full cost of the audit and reimburse the Commission for any shortage.

## **ARTICLE 11**

### **OBLIGATIONS OF THE COMMISSION**

- 11.1 The Commission shall operate and maintain the lighting system within the Premises and pay all costs thereof.
- 11.2 The Commission shall reasonably patrol roads and land areas outside of the Premises to prevent illegal parking. The patrolling and enforcement of parking shall be in accordance with policies established by the Commission.
- 11.3 The Commission shall pay the Operator's invoiced amount, less any unauthorized or undocumented charges, including the monthly Management Fee, within thirty (30) days receipt by the Commission of the invoice.

- 11.4 The Commission shall be responsible for any major maintenance or repair of the parking surface, landscaping, entrance/exit roadways, and areas outside of the Premises.
- 11.5 The Commission shall be responsible for selection, placement, and erection of all signage.
- 11.6 The Commission reserves the right, at its sole discretion, to modify the scope of Services, to add or delete parking areas, add parking access and revenue control systems, construct additional parking facilities, and to change parking assignments.
- 11.7 The Commission shall provide the parking revenue control equipment. The Commission shall review the need for additional equipment which may be requested from time to time by the Operator in order to meet the demands of new technologies or in order to provide more effective and efficient service due to revised Operating Procedures. The approval for the purchase of such requested equipment shall be at the sole discretion of the Commission. Any such equipment approved for purchase by the Operator shall be purchased according to established Commission purchasing procedures and shall be included in the Operating Budget as approved by the Commission. The expense for the purchase of additional equipment shall be purchased at cost without mark-up to the Airport. All such purchases shall be reimbursed to the Operator during the remaining term of the fiscal year of this Contract amortized at six percent (6%) as of the date the equipment is invoiced.
- 11.8 All such equipment shall be owned by the Commission and Operator shall make no claim to the equipment upon termination of this Contract, except in the event of an early termination of this Contract, in which event the Commission shall pay Operator for any unamortized cost of the purchased equipment, less any credit due the Commission.
- 11.9 Any new parking equipment procured should be compatible with DataPark revenue control system which is currently in use in some of the Airport parking lots.

## **ARTICLE 12**

### **OBLIGATIONS OF THE OPERATOR**

- 12.1. The Operator shall invoice the Commission on or before the twentieth (20th) day of each month for the preceding month's operating expenses including the monthly Management Fee.
- 12.2. The Operator shall submit a Missing Ticket Report with each monthly invoice. The Operator shall also submit a Ticket Validation Report with each monthly invoice, which includes the dollar value of each validation.

- 12.3 The Operator shall submit a monthly Maintenance Log to the Commission. Such Maintenance Log shall be due on the twentieth (20th) day of the month immediately following the month for which such Maintenance Log was maintained.
- 12.4 The Operator shall store on the premises an adequate inventory of replacement parts to cover routine maintenance of equipment. It is understood that this inventory will be paid for by the Commission and shall remain the property of the Commission. A copy of the inventory shall be provided monthly to the Commission.
- 12.5 The Operator shall submit to the Commission, monthly no later than twentieth (20th) day of the month following the month of operation, a statement, witnessed and certified correct by an officer of the company, accounting for all Gross Receipts Due from the Premises during the previous month.
- 12.6 The Operator shall continuously operate the Premises, three hundred sixty five (365) days per year, twenty-four hours per day, seven (7) days per week, including holidays unless otherwise authorized by the Commission.
- 12.7 The Operator shall employ a dedicated onsite General Manager experienced in Parking Administration who will devote his/her full time to the performance of Operator's responsibilities established in this Contract. The General Manager will meet regularly with Airport staff to keep the Commission fully informed concerning operations whose responsibility include to manage, operate and market the Facilities. The General Manager shall hire, train, supervise and terminate, as necessary, personnel to operate cashier booths and perform the required duties; provide supervisory personnel necessary to ensure efficient operation of the facilities; and equip, staff, and maintain a business office. The Commission reserves the right to approve selection of the Operator's General Manager. The Operator shall additionally employ an Assistant Manager who shall be on duty when the General Manager is not on duty.
- 12.8 The Operator shall provide ten (10) days advance written notice to Commission of any change in its General Manager or Assistant Manager(s) and shall include any change of address or telephone number.
- 12.9 The Operator shall provide sufficient personnel at all times to accommodate departing cars in a timely manner. It is the goal of the Commission that no car shall wait in line over five (5) minutes before exit. The Commission reserves the right to require the Operator to provide additional staff as required.
- 12.10 Operator shall employ personnel to enter and update all computer database functions including but not limited to vehicles, inventory, ingress and egress of vehicles, toll plaza, toll plaza revenues, time functions, and ticket inventories.
- 12.11 The Operator shall anticipate peak traffic periods and staff the Premises appropriately. If staffing is anticipated that exceeds authorized budget, the Operator shall, in advance, request a budget increase from the Commission.

- 12.12 With the exception of the General Manager, the Operator shall provide new uniforms for employees as necessary to ensure that employees are dressed in neat, clean, identifiable uniforms at all times. Uniforms shall be consistent in appearance, style and color for all parking employees and subject to the approval of the Commission. Contractor shall submit a uniform proposal to the Commission within thirty (30) days of the execution of the Contract. The cost of new uniforms is a reimbursable expense that will be paid by the Operator. Operator's employees, while on duty, must wear a photo identification badge, which shall be returned to Operator when employees cease work for the Operator. The names of on-duty cashiers shall be placed on the exterior of the booths to be readily visible by drivers of exiting vehicles.
- 12.13 The Operator shall remove from service at the Airport, any employee who is discourteous to any customer or who does not present the professional image the Commission expects of its own employees. The Operator shall immediately remove, from service at the Airport, any employee the Commission requests for any reason whatsoever. No employee of the Operator shall use improper language, act in a loud, or boisterous manner, or in any manner act in an improper, inappropriate or offensive way. Employees of operator shall have the option to park their vehicles in Long Term parking area. Each parking ticket issued to Operator's employees shall be appropriately accounted for in the Validation Report in accordance with approved Manual.
- 12.14 The Operator shall employ experienced and knowledgeable personnel and provide all employees with appropriate operational and Customer Service training.
- 12.15 The Operator shall be responsible for maintenance of the interiors of the tollbooths, Revenue Control Office, and any other structures that may be provided hereafter. The Operator shall be responsible for keeping the Premises, including all parking areas, Entrance and Exit Areas, Exit Tollbooths, Revenue Control Office, rest room and landscaped areas in or immediately adjacent to the Premises in a neat and clean condition at all times. The Operator shall be responsible for operation of the Premises in accordance with the Manual. The Operator shall conduct daily inspections (daytime and nighttime) of the Premises. Written reports of inspections shall be submitted to the Commission in the format agreed upon by the parties and shall set forth the conditions of lighting, general appearance, potential safety hazards, fire equipment, graffiti, cleanliness and any other items which may be requested by Commission. The Operator shall notify the Commission of any areas requiring maintenance and/or repair upon discovery of such items. Notwithstanding anything within the Contract to the contrary, Operator is not be responsible for any maintenance or repair of the structures and/or systems of the parking structures including any design or structural defects.



- 12.16. The Operator shall keep the Premises at all times free of trash and debris. All trash shall be removed and stored by the Operator in approved receptacles provided by the Commission. The Operator shall be responsible for periodic sweeping of only the Premises, the daily removal of debris and trash from the Premises including along curbs and between parked vehicles and depositing same in a receptacle provided by Commission. Operator shall have no responsibility for the existence of Hazardous Substances in, about, or under the premises (whether or not such materials or substances were Hazardous Substances at the time they were brought upon the premises), except where and to the extent such Hazardous Substances were brought on to the premises by the Operator.
- 12.17 The Operator shall provide ticket stock and all other supplies in order to ensure effective control and management of the Premises.
- 12.18 The Operator shall maintain all of the Parking Revenue Control equipment. Maintenance contracts for this equipment shall have the approval of the Commission prior to their execution by the Operator. Such costs shall be reimbursable under the Operator's approved annual budget.
- 12.19 The Operator shall provide all office furniture, safes, if necessary, equipment and supplies for the exit booths in a manner consistent with the intent of this Contract, such costs to be reimbursed by the Commission by inclusion in the Annual Budget. The purchase of all furniture and equipment shall be subject to the prior approval of the Commission.
- 12.20 The Operator shall have no power to do any act or make any contract which may create any lien, mortgage or other encumbrance, upon an interest of the Commission in the Premises, or the improvements located thereon.
- 12.21 Operator shall provide a cash bank sufficient to accommodate parking transactions.
- 12.22 Operator shall provide professional advice to Commission regarding appropriate parking rates, enhanced Parking Revenue Control Systems/equipment, parking facility requirements, signage, internal traffic flow, customer service enhancements, additional service amenities, holiday and peak period public information needs and operating procedures which will improve the level of service efficiency and profit of the parking Premises.
- 12.23 Operator shall coordinate with Commission for the removal of abandoned vehicles from the Facilities and relocation of vehicles that are inappropriately parked or remove/relocate vehicles for other operational needs as directed by Commission
- 12.24 The Operator shall provide Commission with copies of any and all written complaints received and the Operator's response thereto within five (5) days.

- 12.25 The Operator shall provide management and staffing for the Parking and Courtesy Shuttle Operations.
- 12.26 Operator shall be responsible for the Courtesy Shuttle Operation which transports passengers from the various parking facilities to and from the Terminal between the hours of 5 a.m. and the final airline arrival seven (7) days per week.
- 12.27 Operator shall be responsible for distributing employee permits and maintaining a database associated with the Airport's employee parking program.
- 12.28 Operator shall be responsible for nightly inventory of license plate information for all vehicles parked in the public parking facilities.
- 12.29 Operator shall be responsible for maintaining the cleanliness of all Commission-owned vehicles and equipment used in the course of operations and shall return the same at the end of the Contract, normal wear and tear excepted. Operator shall notify the Commission of any needs for repairs to such vehicles and equipment.
- 12.30 Operator shall be responsible for the provision of housekeeping cleaning services for the parking areas, including litter control.
- 12.31 Operator shall adhere to all Rules and Regulations of the Airport, particularly with regard to safety and security matters. Each of Operator's employees assigned to work in the secured areas of the Airport facilities shall undergo a Transportation Security Administration background check to receive the clearance necessary for the employee to work in "Secure Areas" without an escort. The Operator shall bear the cost for all such background checks. The Operator shall not permit any personnel not having undergone such security background check to work in secured areas of the Airport.
- 12.32 Operator shall provide additional parking related services as requested by the Commission.
- 12.33 Operator shall conduct criminal background checks and administer a drug testing program for all new employees prior to their assignment to the Airport and conduct periodic checks at least once per year of all employees working on Airport's property.
- 12.34 Operator shall secure current driving records for each of its employees with driving responsibilities bi-annually.
- 12.35 Operator shall have regular and frequent coordination meetings with Commission (including attendance at Aviation Commission meetings) to ensure the provision of the highest quality Parking services.

- 12.36 Operator's staff shall adhere to the operating procedures and standards established by Commission.
- 12.37 Operator shall prepare financial reports, including additional reporting that may be required from time-to-time, in formats as directed by Commission. Operator will also be required to provide reports and back-up documentation on a monthly basis.
- 12.38 Operator shall take all necessary emergency actions to protect the Premises, revenue and safety of the public. Notwithstanding anything to the contrary in the Contract between the parties, Operator is not responsible for (i) providing any security services and (ii) for claims or liabilities to the extent caused by the acts or omissions of the Commission, third parties or their employees, contractors, or agents.
- 12.39 Operator shall provide a management team to ensure proper operation of the Premises. Changes to the management team shall be subject to Commission's prior review and approval.
- 12.40 Operator shall provide additional parking related services as requested by Commission.
- 12.41 Operator shall distribute Airport employee parking permits and maintain a database associated with the Airport's employee parking.
- 12.42 Operator shall provide adequate information technologies to accommodate telecommunications, internet and credit card processing charges.
- 12.43 Operator shall provide the Commission, upon request, facility utilization data in a format approved by Commission.

### **ARTICLE 13**

#### **PARKING RATES**

The following Parking Rates shall be in effect upon Contract execution.

Long Term/Credit Card Lots	Short Term Lot
0 — 30 Minutes Free	0 — 30 Minutes Free
Each add '1 Hour \$1.00	Each add '1 30 minutes- \$1.00
Daily Max \$10.00	Daily Max \$12.00

These Parking Rates shall remain in effect until authorized and changed only upon approval of the Commission.

## **ARTICLE 14**

### **TRANSITION**

The Operator shall cooperate with the Commission in achieving an effective and efficient transition of the operation of the Premises at the termination of this Contract. Failure to comply with this paragraph is considered damaging to the Commission.

## **ARTICLE 15**

### **LOSS CONTROL AND SAFETY**

15.1 Precaution shall be exercised at all times by the Operator for the protection of all persons, including employees, and property. The Operator shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. Operator shall be responsible for ensuring that its employees, agents, servants and subcontractors comply with all safety-related ordinances, rules and procedures governing the Airport. Contract

15.2 Operator and its personnel shall adhere to all Rules and Regulations of the Airport, particularly with regard to safety and security matters. Airport Rules and Regulations may be found at <http://www.flyags.com/Resources/1316.pdf>.

## **ARTICLE 16**

### **FIDELITY BOND**

16.1 The Operator agrees to obtain and maintain during the term of this Contract a Fidelity Bond in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) guaranteeing the faithful performance of the General Manager, Assistant Manager, Supervisors and employees handling or responsible for the handling of daily gross receipts. The Fidelity Bond shall be in a form and drawn on a surety acceptable to the Commission.

16.2 Operator shall report to Commission within twenty-four (24) hours after Operator becomes aware of any possible theft by employee(s) or any allegation of employee dishonesty.

## **ARTICLE 17**

### **INSURANCE AND INDEMNIFICATION**

17.1 Operator shall provide and maintain, at its own expense which is not reimbursable, the following types and amounts of insurance, during the term of this Contract: Comprehensive General (Public) Liability to include (but not limited to) the

following: Combined Single Limit for Bodily Injury and Property Damage:

\$3,000,000

a) Premises/operations

- b) Independent contractor
- c) Personal injury liability
- d) Contractual liability (insuring Indemnity provision within this contract) the above \$3,000,000 public liability and property damage shall be primary coverage.

Any expense for deductible loss sustained by the Operator where such insurance policy includes a deductible limit approved by the Commission is reimbursable.

The procuring of such policies of insurance shall not be construed to be a limitation upon Operator's liability or as a full performance on its part of the indemnification provisions of the Contract. Operator's obligations to the Commission are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the Contract.

- 17.2 Prior to the Contract effective date, Operator shall furnish to Commission certificates or copies of the Policies, plainly and clearly evidencing required insurance and thereafter new certificates prior to the expiration date of any prior certificate. Operator understands that it is its sole responsibility to provide this necessary information and that failure to comply timely with the requirements of this Article shall be a cause for termination of this Contract, under the provisions of the termination clause.
- 17.3 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Georgia. All policies shall be subject to examination and approval by the Commission for their adequacy as to form, content, form of protection, and providing company.
- 17.4 Insurance required by this Contract for the Commission, as additional insured shall be primary insurance and not contributing with any other insurance available to Commission, under any third party liability policy.
- 17.5 Operator further agrees that with respect to the above-required insurance, the Commission shall:
- a. Be named as additional insured/or an insured, as its interest may appear or be provided with a waiver of subrogation.
  - b. Be provided with thirty (30) days advance notice, in writing, of or material change.
- If either requirement under subsection a. or b. requires the payment of additional premium by Operator it may present such information to the Commission for its reconsideration. Commission will not be responsible for any of Operator's insurance costs.

- 17.6 The Commission shall stand indemnified by the Operator as provided herein. It is expressly understood and agreed by and between the parties that the Operator is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Commission shall in no way be responsible therefor.
- 17.7 Operator shall indemnify, defend, save and hold harmless Augusta, Georgia, the Commission, their officers, directors, agents, and employees from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out as a result of bodily injury (including death) to any person or damage to any property or person, arising out of the Premises or any acts or omissions of the Operator, its agents, guests, invitees, employees, or contractors in connection with the Operator's use of the Premises or its operations at the Airport, except to the extent caused by the sole gross negligence or willful misconduct of the Commission or its officers, directors, agents or employees. Contract
- 17.8 Upon the filing with the Commission of a claim for damages arising out of incidents for which Operator herein agrees to indemnify, defend, save and hold harmless Augusta, Georgia, the Commission shall notify the Operator of such claim. Any final judgment rendered against Augusta Georgia for any cause for which the Operator is liable hereunder shall be conclusive against the Operator as to liability and amount, provided the Commission has notified the Operator of such claim as provided above.
- 17.9 Notwithstanding anything to the contrary in this Contract, in no event will either party or any of its shareholders, members, officers, directors, employees or personnel be liable for any liability or claim for punitive, special, exemplary, liquidated, indirect, or consequential damages or for loss of profits or business.
- 17.10

## **ARTICLE 18**

### **INDEPENDENT CONTRACTOR**

The Operator act at all times as an Independent Contractor and shall retain control over its employees, agents, servants and subcontractors, as well as, control over its invitees, patrons and activities on and about the Premises and the manner in which such activities shall be undertaken and to that end, the Operator shall not be deemed to be an agent of the Commission.

## **ARTICLE 19**

### **TERMINATION**

- 19.1 This Contract shall expire at the end of the full term hereof, and the Operator shall have no further duties with regard to the Premises.

- 19.2 The Commission may terminate this Contract upon ninety (90) days written notice to the Operator for any reason whatsoever at the sole discretion of the Commission with the understanding that all services being performed by the Operator under this Contract shall cease upon the date such notice becomes effective. The Commission shall upon invoice, pay for all service rendered to the date of termination as provided for herein.
- 19.3 The Commission shall have the right to terminate this Contract for a violation of the terms hereof, at any time after thirty (30) days notice, or such other time period as set forth in such notice, has been given to the Operator and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.
- 19.4 The Commission shall have the right to terminate this Contract immediately upon or after any of the following:
- a) Assignment for Creditors: The Operator makes a general assignment for the benefit of creditors.
  - b) Bankruptcy: The Operator files a petition for relief as a debtor under any section or chapter of the Federal Bankruptcy Code, as amended from time to time.
  - c) Receivership: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Operator in any proceeding brought by or against the Operator, or the Operator consents to or acquiesces in such appointment.
  - d) The Commission may terminate this Contract immediately if the Operator abandons and discontinues service within the Premises.
- 19.5 If this Contract is terminated, the Commission shall have the right to repossess the Premises in accordance with applicable law without prejudice to any other remedies available to the Commission for such default, absent such reentry.
- 19.6 The Operator may terminate this Contract upon thirty (30) days advance written notice, after any of the following:
- a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Operator's use of the Airport and the remaining in force of such injunction for a period of ninety (90) days or more, provided, however, that said court action is not due to any fault of Operator.
  - b) The inability of the Operator to use the Airport for a period of ninety (90) days or more because of the issuance of any order, rule or regulation by the Federal Aviation Administration, the United States Department of Transportation, or other governmental entity preventing Operator from operating into and from the Airport, provided, however, that such

inability or such order, rule or regulation is not due to any fault of Operator.

- c) The assumption by the United States Government or by any authorized agency thereof of the operation, control or use of the Airport and its facilities or of any substantial part(s) thereof, in such manner as substantially to exclude the Operator from the Airport or to prevent it from operating at the Airport, for a period of at least ninety (90) days.
- d) The substantial restriction of the Operator's ability to conduct its business at the Airport for a period of ninety (90) days or more because of the action of the Federal or State government or any agency or political subdivision thereof substantially restricting the operation of the Airport by the Commission.

- 19.7 Upon expiration of the term, or upon termination of this Contract, the Operator shall peacefully surrender and vacate the Premises in as good condition as when the term of this Contract commenced, excepting ordinary wear and tear. The Operator and the Commission agree that all improvements placed on the Premises shall be and remain the Commission's property upon the expiration of the term or upon the termination of this Contract. Personal property of the Operator shall be removed at the Operator's expense, within ten (10) days of the expiration, or termination of this Contract. If Operator fails to remove its personal property within said ten (10) day period, the Commission may remove the property and store it, all at the expense of the Operator.

## **ARTICLE 20** **SUBORDINATION**

This Contract shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the Commission acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Contract shall be subordinate to the provisions of any existing or future agreement between Commission and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

## **ARTICLE 21** **SUSPENSION OF SERVICES**

- 21.1 The Commission may, by written notice, direct Operator to suspend performance on all or any part of the services for such period of time as may be determined by Commission to be necessary or desirable for its convenience. If such suspension causes additional expense to Operator in performance, and is not due to fault or negligence of Operator, the Contract may be adjusted, and the adjustment must be supported by appropriate



documentation asserted promptly after Operator has been notified to suspend performance.

- 21.2 In the event that all or any part of the parking facilities shall remain closed or their use substantially restricted for a twenty-four (24) hour period because Operator, for any reason, is unable to provide the personnel necessary to maintain normal operations, Commission shall have the right to take over the duties of Operator, using its own employees or others.

## **ARTICLE 22**

### **ASSIGNMENT AND SUBCONTRACTING**

- 22.1 The Operator agrees that it will not sell, convey, transfer, mortgage, subcontract, sublease or assign this Contract or any part thereof, or any rights created thereby, without the prior written consent of the Commission, it being the intention of the Commission to grant this Contract individually to the Operator.
- 22.2 Any assignment or transfer of this Contract or any rights of the Operator hereunder, without the prior written consent of the Commission is invalid, and shall convey to the Commission the right to terminate this Contract at its sole discretion.

## **ARTICLE 23**

### **NON-DISCRIMINATION**

- 23.1 Compliance with Title VI of the Civil Rights Act of 1964, 49 CFR 21.

23.1.1 The Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that if improvements are constructed, maintained, or otherwise operated on the said property described in this Contract for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR PART 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

23.1.2 The Operator does hereby covenant and agree that:

- a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities.
- b) In construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race,

color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the provision of such construction or services.

- c) The Operator shall operate the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

23.1.3 The Operator shall include the provisions of paragraph B (i) - (iii) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Operator shall take such action with respect to any subcontract or procurement as the Commission or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that if the Operator becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Operator may request the Commission to enter into such litigation to protect the interests of the Commission and, in addition, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

23.2 Compliance with Section 250 of the Airport and Airway Improvement Act of 1982, 14 CFR 152, Subpart E The Operator shall assure that no person is excluded from participating in, denied the benefits of, or is otherwise subjected to discrimination in the conduct of its activities, on the grounds of race, creed, color, national origin or sex, and shall comply with the requirements of 14 CFR 152 Subpart E to the extent that such requirements are applicable to the Operator's activities at the Airport.

### 23.3 Compliance with the Contract.

The Operator agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter related-to employment because of such employee's or applicant's race, color, religion, national origin, ancestry, age or sex, except where a requirement as to age or sex is based on a bona fide occupational qualification.

### 23.4 Cooperation with Enforcement Procedures.

The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Commission take in order to comply with its Sponsor's Assurances to the United States.

**ARTICLE 24**  
**GENERAL PROVISIONS**

- 24.1 The Commission reserves the right to further develop or improve the Airport as it sees fit.
- 24.2 The Commission reserves the right to maintain and keep in repair the landing area and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.
- 24.3 During a time of war or national emergency, the Commission shall have the right to lease the landing area or any part of the Airport to the United States Government for military or naval use, and, if such lease is executed, the provisions of this Contract, insofar as they are inconsistent with the provisions of the lease to the United States Government, shall be suspended.
- 24.4 The Commission reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with, the right to prevent the Operator from erecting, or permitting to be erected, any building or any other structure on, or adjacent to, the Airport, which, in the opinion of the Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft, as determined by the appropriate state or federal law, rules and regulations including, but not limited to 14 CFR Part 77.
- 24.5 Use Nonexclusive: This Contract shall be nonexclusive and subordinate to the provisions of any existing or future agreements between the Commission and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 24.6 The Operator agrees to abide by all Federal, State and local laws, ordinances, rules and regulations which may be applicable to its operation under this Contract and to abide by the ordinances, rules and regulations of the Commission which may from time to time be formulated by the Commission in regard to the management, operation or use of the Airport.
- 24.7 Cumulative Remedies: Each of the rights and remedies provided by this Contract shall be cumulative and shall not be exclusive of any other rights or remedies provided by this Contract or allowed by law.
- 24.8 Waivers: Failure by the Commission to insist upon the strict performance by the Operator of any of the terms herein contained shall not constitute a waiver of the Commission's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Contract shall not operate to deprive the Commission of any co-existing right to seek damages or other remedies arising from the default of the Operator.

- 24.9 The acceptance of rents or fees or the continued performance by the Commission of its obligations under this Contract after a default by the Operator in its performance of any of Operator's obligations under this Contract shall not be deemed a waiver of the Commission's right to terminate this Contract for such default.
- 24.10 The Operator shall not use, or permit the use of, the Premises or any part thereof, for any purpose or uses other than those authorized by this Contract.
- 24.11 Choice of law and venue: This Contract shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Operator by execution of this Contract specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.
- 24.12 This Contract is made for the sole and exclusive benefit of the Commission and the Operator, their successors and assigns, and is not made for the benefit of any third party.
- 24.13 In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 24.14 All covenants, stipulations and agreements in this Contract shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 24.15 The titles of the several articles of this Contract are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms hereof, or the interpretation or construction thereof.
- 24.16 Nothing herein contained shall create or be construed to create a co-partnership between the Commission and Operator or to constitute the Operator an agent of the Commission. The Commission and Operator each expressly disclaim the existence of such a relationship between them.
- 24.17 Invalid Provisions: If any covenant, condition or provision contained in this Contract is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Contract; provided, that the validity of such covenant, condition or provision does not materially prejudice either the Commission or Operator in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Contract.
- 24.18 Interpretation of Contract: Nothing in this Contract shall be construed or interpreted in any manner whatsoever as limiting, relinquishing or waiving any right of ownership enjoyed by the Commission in the Airport property, or in any manner waiving or limiting the Commission's control over the management, operation, or maintenance of the Airport property, except as specifically provided for in this Contract, or in any manner impairing the right of the Commission.

- 24.19 Force Majeure. Neither the Commission nor Operator shall be deemed to be in violation of this Contract for reason of failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God., acts of the public enemy, flight restrictions, weather conditions, riots, rebellion, accidents, sabotage or any other events, conditions or circumstances for which it is not responsible, and/or which are not within its control.
- 24.20 Conflict of Interest: The Operator agrees that, upon signing of this Contract or within five (5) days after the acquisition of any interest herein described during the term of this Contract, the Operator shall disclose in writing to the Commission whether any Commission Member or Officer or employee of the Commission has or hereafter acquires any direct, indirect, legal or beneficial interest in the Operator or in any contract, lease or agreement between the Commission and the Operator, or in any franchise, concession, right or privilege of any nature herein or otherwise granted by the Commission to the Operator.
- 24.21 Notices: Notices to the parties shall be deemed sufficient if in writing and mailed, postage prepaid, address to:

The Commission:

Augusta Regional Airport  
1501 Aviation Way  
Augusta, GA 30906-  
9600 ATTN:  
Executive Director

With a Copy to:  
General Counsel  
535 Telfair St., Building 3000  
Augusta, GA 30901

Operator:  
Republic Parking System, LLC

ATTN: Legal Department

233 Peachtree Street NE

Haris Tower, Suite 2600

Atlanta, GA 30303

With a copy via email to:

legalnotices@reefparking.com

**ARTICLE 25**  
**ENTIRE AGREEMENT**

This Contract consists of Articles 1 to 25 inclusive and all Exhibits attached hereto. This Contract represents the entire and integrated agreement between the Commission and Operator superseding all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Commission and Operator.

**AUGUSTA AVIATION COMMISSION    REPUBLIC PARKING SYSTEM, INC.**

\_\_\_\_\_  
Dan Troutman, Chairman

ATTEST:

\_\_\_\_\_  
Dereena Harris, Clerk

ATTEST:

\_\_\_\_\_  
Herbert Judon, Director

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_

AUGUSTA, GEORGIA

\_\_\_\_\_  
Garnett L. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Lena Bonner, Clerk

**EXHIBIT A**  
**ORGANIZATIONAL INFORMATION**



**HIBIT B**

**REQUIRED FORMS**





**EXHIBIT D**  
**REVENUE CONTROLS**



**EXHIBIT E**  
**CUSTOMER RELATIONS/MARKETING**



**EXHIBIT F  
MARKETING PLAN**



**EXHIBIT G  
ANNUAL BUDGET**



**EXHIBIT H  
COST PROPOSAL**



## Request for Proposals

Request for Proposals will be received at this office until **Wednesday, November 8, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **818 1613 7475**; Passcode: **085896** for furnishing:

### RFP Item #24-175      Parking Management for Augusta, GA – Augusta Regional Airport

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Proposal Conference will be held on Monday, October 23, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 861 5372 9840; Passcode: 514590. An optional site visit will be held on Tuesday, October 24, 2023. Please contact Diane Jonston at (709 796-4002 for details.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, October 25, 2023, @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications.*** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark the RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

**Augusta Procurement Department**  
**Attn: Geri A. Sams, Director of Procurement**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901**  
**Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      September 28, 2023 and October 5, 12, 19, 2023  
Metro Courier      September 28, 2023


Revised: 3/22/21



**RFP Item #24-175 Parking Management for Augusta, GA**  
**Augusta Regional Airport**  
**RFP Due: Wednesday, November 8, 2023 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 11  
Total Number Specifications Download (Demandstar): 15  
Total Electronic Notifications (Demandstar): 305  
Georgia Procurement Registry: 1166  
Total packages submitted: 5  
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	Save Form	Addendum 1	Original 1	Copies 7	Fee Proposal
Laz Parking Georgia, LLC 3575 Piedmont Rd. N.E. Ste 375 Atlanta, GA 30305	Yes	472673	Yes	Yes	Yes	Yes	Yes
MARPCO Auto Parks, Ltd. 488 White Spruce Blvd. Rochester, NY 14623	Yes	840339	Yes	Yes	Yes	Yes	Yes
Republic Parking 611 Chestnut Street, Ste. 150 Chattanooga, TN 37450	Yes	2076546	Yes	Yes	Yes	Yes	Yes
Parking Concepts, Inc. 12 Mauchly Blvd., Bldg. 1 Irvine, CA 92618	Yes	1376387	Yes	Yes	Yes	Yes	Yes
SP + Airport Services 16200 Brookpark Rd., 2nd Floor Cleveland, OH 44135	Yes	1231637	Yes	Yes	Yes	Yes	Yes

<div><div></div><div>RFP Item #24-175 Parking Management for Augusta, GA Augusta Regional Airport RFP Due: Wednesday, November 8, 2023 @ 3:00 p.m. Evaluation Date: Monday, Novembrt 20, 2023 @ 3:00 p.m. via ZOOM</div></div>															
Vendors			Laz Parking Georgia, LLC 3575 Piedmont Rd. N.E. Ste 375 Atlanta, GA 30305		MARPCO Auto Parks, Ltd. 488 White Spruce Blvd. Rochester, NY 14623		Republic Parking 611 Chestnut Street, Ste. 150 Chattanooga, TN 37450		Parking Concepts, Inc. 12 Mauchly Blvd., Bldg. 1 Irvine, CA 92618		SP + Airport Services 16200 Brookpark Rd., 2nd Floor Cleveland, OH 44135				
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)												
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)					Weighted Scores						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience		(0-5)	20	5.0	3.3	5.0	2.3	4.5	100.0	65.0	100.0	45.0	90.0		
3. Organization & Approach		(0-5)	15	3.8	3.8	5.0	3.5	4.5	56.3	56.3	75.0	52.5	67.5		
Scope of Services (40 points) Scope of Services: Provide supporting documentation of your ability, capacity, and skills to perform the contract or provide the services required in Section II Scope of Services and Section III Proposal Requirements to also include the following: • Past service record at other locations similar in size and scope to the Airport. • Concept and operational plans. • Quality of performance on previous contracts. • Willingness to purchase equipment at Proponents cost for the Airport.		(0-5)	25	4.0	4.5	5.0	4.0	4.5	100.0	112.5	125.0	100.0	112.5		
5. References		(0-5)	5	5.0	4.0	5.0	4.5	5.0	25.0	20.0	25.0	22.5	25.0		
6. Financial Stability		(0-5)	10	5.0	4.0	5.0	5.0	5.0	50.0	40.0	50.0	50.0	50.0		
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)				22.8	19.5	25.0	19.3	23.5	331.3	293.8	375.0	270.0	345.0		
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
8. Presentation by Team		(0-5)	10						0.0	0.0	0.0	0.0	0.0		
9. Q&A Response to Panel Questions		(0-5)	5						0.0	0.0	0.0	0.0	0.0		
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)								Cost/Fee Proposal Consideration							
Lowest Fees		5	10			5.0			0.0	0.0	50.0	0.0	0.0		
Second		5	6				5.0		0.0	0.0	0.0	0.0	30.0		
Third		5	4	5.0					20.0	0.0	0.0	0.0	0.0		
Forth		5	2		5.0				0.0	10.0	0.0	0.0	0.0		
Fifth		5	1						0.0	0.0	0.0	0.0	0.0		
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)				5.0	5.0	5.0	0.0	5.0	20.0	10.0	50.0	0.0	30.0		
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)															
Total Cumulative Score (Maximum point is 525)				27.8	24.5	30.0	19.3	28.5	351.3	303.8	425.0	270.0	375.0		
Internal Use Only															
Evaluator: Cumulative															



Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way  
Augusta, Georgia • 30906

January 18, 2024

Ms. Geri Sams  
Director of Procurement  
Augusta Richmond County  
530 Greene Street  
Augusta, GA 30901

RE: Letter of Recommendation – Parking Management Services RFP 24-175

Dear Ms. Sams:

Augusta Regional Airport recommends awarding proposal #24-175 Parking Management Services to Republic Parking. If you have questions please reach out to me at 706 796-4040 or through my email at [hjudon@augustaga.gov](mailto:hjudon@augustaga.gov).

Respectfully,

A handwritten signature in black ink that reads 'Herbert L. Judon Jr.'.

Herbert Judon, Jr., AAE, IAP  
Executive Director



**Republic Parking Systems**  
633 Chestnut Street  
Suite 2000 Republic Center  
Chattanooga TN 37450

**SP+ Corporate Office**  
200 E. Randolph Street  
Suite 7700  
Chicago IL 60601

**ProPark America**  
One Union Place  
Hartford CT 06103

**Laz Parking**  
15 Lewis Street  
Hartford CT 06103

**PMAC, LLC dba IParking Company  
of America (PCA)**  
3165 Garfield Avdw.  
Los Angeles, CA 90040

**Parking Company of America**  
Corporate Headquarters  
523 West 6<sup>th</sup> Street, Suite 528  
Los Angeles CA 90014

**LAZ Parking**  
11035 Lavender Hill, Suite 160  
LAS VEGAS, NV 89135

**SP+**  
1301 E. 9TH Street  
Cleveland, OH 44114

**ABM Parking Services**  
701 Commerce Street  
Suite 605  
Dallas TX 75202

**Kelly Redfern**  
SP+ Airport Services  
16200 Brookpark Road, 2nd Floor  
Cleveland, Ohio 44135

**HERBERT JUDON, JR,**  
AUGUSTA REGIONAL AIRPORT

**DIANE JOHNSTON**  
AUGUSTA REGIONAL AIRPORT

**Phyllis Johnson**  
COMPLIANCE DEPARTMENT

**RFP ITEM 24-175**  
**PARKING MANAGEMENT SERVICES**  
**FOR AUGUSTA REGIONAL AIRPORT**  
**MAILED: SEPTEMBER 26, 2024**

**BID ITEM 24-175**  
**PARKING MANAGEMENT SERVICES**  
**FOR AUGUSTA REGIONAL AIRPORT**  
**BID DUE: WED, 9/8/23 @ 3:00 P.M.**

Pg 1 of 1

*(continued)*

[illegible]

*(continued)*

**Tywanna Scott**

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, September 29, 2023 5:20 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000007

Dear Tywanna Scott,  
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number:** PE-72155-NONST-2024-000000007  
**Event Title:** 24-175 Parking Lot Management  
**Event Type:** Non-State Agency

**Process Log**

2023/09/29 17:13:20 : Log starts for - 1716951 - EVENT\_RELEASE\_TO\_SUPL  
2023/09/29 17:13:24 : Email Process Log for the Event#: PE-72155-NONST-2024-000000007  
2023/09/29 17:13:24 : Email Batch# 2309291451  
2023/09/29 17:13:24 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
2023/09/29 17:15:02 : Bad Email not sent to pccannady of CONTINENTAL CONSTRUCTION COMPANY INC  
2023/09/29 17:15:02 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC  
2023/09/29 17:18:13 : Bad Email not sent to Mike.chamison@oneatlas.com. of ATLAS TECHNICAL CONSULTANTS LLC  
2023/09/29 17:18:22 : Bad Email not sent to D&D95@BELLSOUTH.NET of D&D IMAGE MAINTENACE  
SEALING&STRIPING  
2023/09/29 17:20:13 : Total No of Contacts found for sending Email: 1166  
2023/09/29 17:20:13 : No of Email(s) not sent due to Bad Email Address: 4

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000007&sourceSystemType=gpr20>

09/29/2023 05:20:13 PM

**[NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (15)

Supplier

Download Date

AAA Parking

10/05/2023

ABM Industries

10/02/2023

ABM Industry Groups

10/03/2023

Aparkate

10/05/2023

Cardinal Tracking

10/02/2023

ConstructConnect

10/27/2023

Dodge Data

09/30/2023

HZIP LLC

10/02/2023

Malor & Company Inc

11/05/2023

None

10/21/2023

Onvia, Inc. - Content Department

09/29/2023

Parking Systems Plus

10/04/2023

PCI Municipal Services

10/03/2023

Pivot Parking, LLC

10/12/2023

Refined Parking Solutions LLC

10/02/2023

Add Supplier

Supplier Details

Supplier Name

AAA Parking

Contact Name

Miles Hamilton

Address

1100 Spring Street NW 800, Atlanta, GA 30309

Email

mhamilton@aaaparking.com

## **FYI: Process Regarding Request for Proposals**

### **Sec. 1-10-51. Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

### **Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
  - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
  - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
  - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.





## Commission Meeting

February 6, 2024

Daniel Field - Project Engineering & Design of Pavement Rehabilitation

<b>Department:</b>	Daniel Field
<b>Presenter:</b>	Antony Wanjau / Becky Shealy
<b>Caption:</b>	Motion to <b>approve</b> design for pavement renovation, design for long term parking paving and project formulation for property exchange due diligence. <b>(Approved by Public Service Committee January 30, 2024)</b>
<b>Background:</b>	<p>DESIGN FOR RUNWAY 11/29, TAXIWAY A, TAXIWAY C &amp; TOWER APRON PAVEMENT REHABILITATION ALONG WITH AIRFIELD PAVEMENT REMOVAL</p> <p>This project provides the engineering design and preparation of construction documents for pavement rehabilitation for the 11/29 crosswind runway, parallel taxiway A, midfield/infield taxiway C and the Tower Apron pavements on the north side of the airport., as well as removal of miscellaneous abandoned pavements around the airfield.</p> <p>DESIGN OF LONG-TERM PARKING LOT PAVING</p> <p>This project provides the engineering design and preparation of construction documents for paving the long-term parking lot with pervious pavement to improve drainage.</p> <p>PROJECT FORMULATION FOR PROPERTY EXCHANGE DUE DILIGENCE</p> <p>This project formulation is for assistance in the required due diligence studies with the Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) for a potential land exchange.</p>
<b>Analysis:</b>	<p>DESIGN FOR RUNWAY 11/29, TAXIWAY A, TAXIWAY C &amp; TOWER APRON PAVEMENT REHABILITATION ALONG WITH AIRFIELD PAVEMENT REMOVAL and DESIGN OF LONG-TERM PARKING LOT PAVING</p> <p>These projects will generally include the following pavement remediation for all pavements within the scope of work:</p> <ul style="list-style-type: none"> <li>• Geotechnical investigation</li> <li>• milling existing pavement,</li> </ul>

- crack sealing of the paved shoulders and exposed milled surfaces (with the exception of the runway which is anticipated to receive an overlay interlayer instead of crack sealing) to alleviate crack propagation, and
- overlaying a new asphalt wearing surface.
- paving the long-term parking lot with pervious pavements
- bidding assistance services

**Financial Impact:**

DESIGN FOR RUNWAY 11/29, TAXIWAY A, TAXIWAY C & TOWER  
APRON PAVEMENT REHABILITATION ALONG WITH AIRFIELD  
PAVEMENT REMOVAL

\$102,142.43 = GDOT Aviation Program (75%)

\$ 34,047.47 = TIA 2 (25%)

DESIGN OF LONG-TERM PARKING LOT PAVING

\$ 30,196.00 = TIA 2 (100%)

PROJECT FORMULATION FOR PROPERTY EXCHANGE DUE  
DILIGENCE

\$ 13,835.00 = TIA 2 (100%)

\$180, 220.90 = TOTAL AMOUNT

**Alternatives:**

The only alternative is no action, which is infeasible due to FAA safety and compliance rules. We must complete this airfield pavement project to ensure continued airport viability.

**Recommendation:**

The Daniel Field General Aviation Commission recommends approval of the design projects and due diligence study

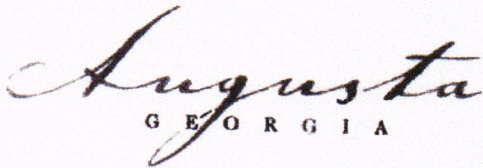
**Funds are available in the following accounts:**

\$102,142.43 = GDOT GRANT    Org Key 552081211

\$ 78,078.47 = Daniel Field TIA 2 Org Key 372081132

**REVIEWED AND  
APPROVED BY:**

N/A



---

**Office of the Administrator**

Takiyah A. Douse  
Interim Administrator

August 15, 2023

Rebecca Shealy, Director  
Daniel Field Airport  
1775 Highland Avenue  
Augusta, GA 30904

Dear Ms. Shealy:

At their meeting held on Tuesday, August 15, 2023, the Augusta, Georgia Commission, acted on the following items:

17. Approved selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-257) for Planning & Feasibility Study Services to be effective 8/21/2023. RFQ 23-257 (Approved by Public Services Committee August 8,

18. Approved selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-256) for Engineering, Architectural & Construction Admin Services to be effective 8/21/2023. (Approved by Public Services Committee August 8, 2023)

19. Approved the Daniel Field Airport FY2024 Tentative Allocation of \$2,152,726 for FAA & GDOT funding & approve Mayor Johnson signing the acceptance of the TA (Approved by Public Services Committee August 8, 2023)

If you have any questions, please contact me.

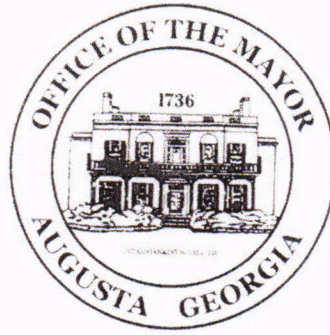
In Service,

A handwritten signature in dark ink, appearing to read "CJ", followed by a horizontal line.

Charles M. Jackson, Deputy Administrator

CJ/nd





August 25, 2023

Mr. Russell R. McMurry, P.E., Commissioner  
Georgia Department of Transportation  
600 W. Peachtree St., NW  
Atlanta, GA 30308

Attn: Colette E. Williams, A.A.E., Assistant Aviation Program Manager

Dear Commissioner McMurry:

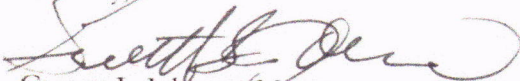
By copy of this letter, we confirm our intent to proceed with and fund design and construct Rwy 11/29, Twy D, and Apron Rehabilitation, and environmental assessment at Daniel Field.

1. In accordance with Department policy, we respectfully request state funding assistance in the amount of 75% of the state/local project and 50% of the eligible nonfederal share of the federal project.
2. Will meet the following project schedule to meet a contract date of

Project Activity	Date
Scope Submittal-EA and Design	September
GDOT Scope Response	September
Final Scope Submittal	September
GDOT Contract	October
Sponsor Execution	October
Bid Advertisement-Rwy, Twy, Apron	March
Bid Opening	April
Certified Bid Tab Submittal	April
GDOT Contract	May
Sponsor Execution	May

In addition, it is understood if the agreed upon scheduled contract date is not met the Department will consider moving the project to later in FY24 or consider deferring the project to the next fiscal year.

Sincerely,

  
Garnett L. Johnson, Mayor



# AUGUSTA, GEORGIA

## New Grant Proposal/Application

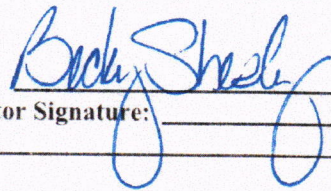
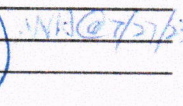
Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000447	DNL FIELD	Design & Const for RW11/29 Rehab; Environ Assess RW23
Requesting grant funds for the Design and Rehabilitation of RW 11/29 (State Grant) and for the Environmental Assessment for Obstruction Mitigation for RW 23 (Federal Grant w/State match)		
Daniel Field was awarded a TIA 2 grant. The local match will come from this fund.		
Cash Match Source: TIA 2		
EEO Required: Yes		
EEO Notified: NO		

<b>Start Date:</b> 08/31/2023	<b>End Date:</b> 01/31/2025		
<b>Submit Date:</b> 07/26/2023	<b>Department:</b> 082	Daniel Field	<b>Cash Match?</b> Y
<b>Total Budgeted Amount:</b> 2,152,726.00	<b>Total Funding Agency:</b>	1,664,544.00	<b>Total Cash Match:</b> 488,182.00

<b>Sponsor:</b> GM0004	Fed Aviation Adm	
<b>Sponsor Type:</b> F	Federal	
<b>Purpose:</b> 19	Airport improvement	<b>Flow Thru ID:</b> GM0006 GDOT

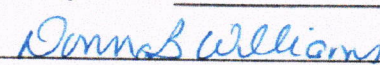
Contacts			
Type	ID	Name	Phone
I	GMI019	Shealy, Becky	(706)922-0408

Type	By	Date	Approvals
FA	RSHEALY	07/26/2023	<b>Dept. Signature:</b>  <b>Grant Coordinator Signature:</b> 

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

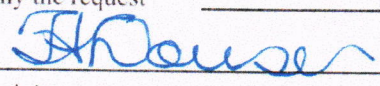
☐ Deny the request

	<u>7-26-2023</u>
Finance Director	Date

2.) I have reviewed the Grant application and enclosed materials and:

☐ Approve the Department Agency to move forward with the application

☐ Deny the request

	<u>7/31/2023</u>
Administrator	Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



DANIEL FIELD AIRPORT  
AUGUSTA, GA

EXHIBIT B

SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION

GDOT PROJECT NUMBER: AP024-9000-69(245) Richmond  
PID - T008671

Engineering Design Services for Runway 11-29, Taxiway A, Taxiway C, and Apron Pavement Rehabilitation; and Miscellaneous Airfield Pavement Removal

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	%	FEDERAL FUNDS	%	STATE FUNDS
Part 1 State Funds FY24									
	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$102,142.43 OR 75%, WHICHEVER IS LESS OF THE ACTUAL DESIGN COST OF \$136,189.90 AIRPORT DESIGN - LIMITED PARTICIPATION	136,189.90	EA	\$1.00	\$136,189.90	0%	\$0.00	75%	\$102,142.43
1	Total Part 1 State Funds FY24				\$136,189.90		\$0.00		\$102,142.43
	Total Project Cost				\$136,189.90		\$0.00		\$102,142.43

FAA Federal Grant # and FAIN #	Federal Award Date	Amount	Fund Source	Activity Code
State FY24	N/A	\$102,142.43	01235	AVIA
Total Maximum Obligation of State Funds this Contract: \$102,142.43				



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

December 29, 2023

Dr. Hameed Malik, P.E.  
Director of Engineering  
City of Augusta  
452 Walker St, Suite 110  
Augusta, Georgia 30901

SUBJECT: PI 0017623, Richmond County  
Daniel Field Airport – Airfield Improvements  
**Preliminary Engineering - Notice to Proceed**

Dr. Malik:

This is a Conditional Notice to Proceed (NTP) to perform work on the Preliminary Engineering and phase of the project per the TIA Agreement. The Preliminary Engineering activities authorized by this conditional Notice to Proceed are not to exceed \$80,000. A written Authorization to Advertise and a NTP are required from the Department or its Agent prior to beginning work on the Construction Phase of this project. Additionally, the County must provide all required certifications prior to receiving Authorization to Advertise. Any construction costs incurred on this project prior to receipt of NTP will not be reimbursable under this Agreement.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at [jdurrence@dot.ga.gov](mailto:jdurrence@dot.ga.gov).

Sincerely,

Kenneth Franks,  
State TIA Administrator

KKF:JPD

Cc: General Files  
Priti Patel, Office of Financial Management  
TIA Contracts

**Daniel Field Airport – Airfield Improvements  
PI 0017623, Richmond County  
TIA2 FY2024 Program**

**Local Project Delivery Request**

**Phase III – Engineering Design Services for Runway 11-29, Taxiway A, Taxiway C, And Tower Apron Pavement Rehabilitation; Miscellaneous Airfield Pavement Removal; And Long-Term Parking Lot Paving**

**Summary**

<b>Project Phase</b>	<b>Project Name</b>	<b>Estimated Project Dates</b>	<b>Design Cost</b>
Phase III Design + Bidding	Engineering Design Services for Runway 11-29, Taxiway A, Taxiway C, And Tower Apron Pavement Rehabilitation; Miscellaneous Airfield Pavement Removal; And Long-Term Parking Lot Paving	January – April 2024	\$78,079.84

**Scope Narrative**

*full scope and fee available upon request*

This project provides the engineering design and preparation of construction documents for pavement rehabilitation for the crosswind runway, Runway 11-29, parallel Taxiway A, midfield/infield Taxiway C, and the Tower Apron pavements on the north side of the airport, as well as the removal of miscellaneous abandoned pavements around the airfield and paving the long-term parking lot with pervious pavement to improve drainage. This project will generally include the following pavement remediation for all pavements within the scope of work:

- geotechnical investigation
- milling existing pavement
- crack sealing of the paved shoulders and exposed milled surfaces (with the exception of the runway which is anticipated to receive an overlay interlayer instead of crack sealing) to alleviate crack propagation
- overlaying a new asphalt wearing surface
- paving the long-term parking lot with pervious pavements
- removal of abandoned airfield pavements
- bidding assistance services

All projects will be completed in accordance with GDOT Aviation Programs guidance including GDOT Specifications and FAA Advisory Circulars, where required, and GDOT TIA Manual and guidance.

**Requested NTP date - December 31, 2023**

**Construction**

Phase IV Airfield Pavement Rehabilitation Construction will be requested once bids are received in April 2024 for requested NTP date of April-May 2024 and construction June-December 2024 – Estimated cost of \$700,000



### **Schedule**

We expect to conduct design and bidding services within 120 days and submit certified bid tabulations to GDOT no later than 30 April 2024 for construction NTP.







**TASK ORDER****OWNER:**

Augusta, Georgia  
General Aviation Commission – Daniel Field  
535 Telfair Street  
Augusta, Georgia 30901

706.733.1647

Contact: Becky Shealy, Airport Manager

**CONSULTANT:**

MaesAwyr, LLC  
1245 Buford Highway  
Suite 305  
Suwanee, Georgia 30024

770.262.1191

Contact: Amanda J. Hill, Principal

---

**PROJECT: Planning Task Order #P04 – Property Exchange – Due Diligence PROJECT FORMULATION ONLY**

---

**SCOPE:** The CONSULTANT will provide the OWNER planning services for the following project at Daniel Field Airport:

**PROPERTY EXCHANGE**

This project will be executed in two (2) phases, a due diligence phase and an execution phase, progressing only to the execution phase after successfully satisfying the due diligence requirements of FAA, GDOT – Aviation Programs and Daniel Field Airport (DNL) in full consensus. A project formulation scope is included in advance of the commencement of either of the due diligence phase and the execution phases.

- **PROJECT FORMULATION** – In preparation for the potential to further develop the Airport via the completion of a land exchange agreement to be conducted between parcels within the existing ownership of Augusta, Georgia, the Airport requires the performance of multiple due-diligence studies to qualify the project/land exchange with the Federal Aviation Administration (FAA) and Georgia Department of Transportation (GDOT) Aviation Program. This project task order will address the initial effort of this due diligence project in completing the project formulation for pending study requirements.

The completion of this Project Formulation Element will result in concurrent guidance from FAA and GDOT in determining and defining the full scope of these studies required to satisfy the requirements of both agencies and result in an affirmation of the Land Exchange moving forward.

The Due Diligence Phase conceives of the minimum tasks required to justify the property exchange while the Execution Phase addresses the practical business required to fully address the remaining FAA guidance on the Exchange of Airport Property up to and including the completion of the exchange itself and the submission of any final reporting documentation to conclude the exchange. The purpose of this division of effort is to define and reduce the at-risk effort in the early stages of developing the property exchange prospectus.

All work will be completed in accordance with USDOT Order 5100.38D, *Airport Improvement Program Handbook*.

**COSTS:** Lump sum amount of **\$13,773.42** in accordance with the *Master Agreement for Professional Airport Planning and Feasibility Studies Services* contract dated 21 August 2023, with Task Fee amount below (full scope expected to be approved by GDOT by Fall 2023):

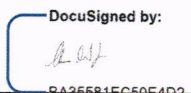
Element 1 – Project Formulation	\$13,773.42
<b>Total</b>	<b>\$13,773.42</b>

**SCHEDULE:** It is anticipated this Task Order will be complete by 31 March 2024.

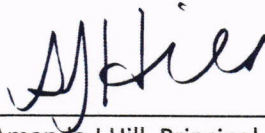
**AUTHORIZATION DATE:** 10/19/2023, 2023

Witness the hands and seals of the undersigned, effective on the Authorization Date set forth hereinabove.

**OWNER:**

By:    
DA36681EC60E4D2...  
David Fields, Chairman  
General Aviation Commission

**CONSULTANT:**

By:    
Amanda J Hill, Principal

[illegible]



## Commission Meeting

February 6, 2024

Motion to accept a grant from the Georgia Recreation and Park Association

<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Maurice McDowell
<b>Caption:</b>	Motion to <b>accept</b> a grant from the Georgia Recreation and Park Association for the execution of the " <b>Coaching Boys into Men</b> " program. ( <b>Approved by Public Service Committee January 30, 2024</b> )
<b>Background:</b>	Augusta Parks and Recreation was awarded a grant from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program, a preventative educational program to help youth build healthy relationship skills and avoid domestic violence. The Department has offered the program twice at the Bernie Ward Community Center and is eligible to receive the grant funds twice, for a total of \$10,000. The Augusta Commission during their regular meeting on November 11, 2022, accepted the initial \$5,000. This agenda item is for the acceptance of the second \$5,000.
<b>Analysis:</b>	As condition of the grant, funding is made available after the execution of the programs.
<b>Financial Impact:</b>	Augusta will receive \$5,000. No match required. Those funds are not bound to a specific utilization. The department will use the funds for program supplies and to increase programming.
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. To accept the grant funds.</li> <li>2. To move to no action.</li> </ol>
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. To accept the grant funds.</li> </ol>
<b>Funds are available in the following accounts:</b>	Funds will be set up in fund 220 once approved (220-06-1518).
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal    Project No.    Project Title

PR000462    RECREATIO Coaching Boys into Men - GRPA Grant - 2nd Award 2022

Requesting grant funds offered by the Georgia Recreation & Park Association for the execution of the "Coaching Boys into Men" program. Staff has already executed the program and is eligible for the grant. The awarded funds are not bound to any requirements. No cash match is required. EEO required: No EEO Department notified: No

This is the second award for the execution of the coaching boys into men program. The first grant was submitted with proposal PR000372.

<b>Start Date:</b> 01/01/2023	<b>End Date:</b> 12/31/2024		
<b>Submit Date:</b> 09/27/2023	<b>Department:</b> 061	Recreation	<b>Cash Match?</b> N
<b>Total Budgeted Amount:</b> 5,000.00	<b>Total Funding Agency:</b>	5,000.00	<b>Total Cash Match:</b> 0.00

<b>Sponsor:</b> GM0036	Georgia Recreation and Parks Asso.
<b>Sponsor Type:</b> PVT	Private Entity
<b>Purpose:</b> 13	Community

**Flow Thru ID:**

### Contacts

Type	ID	Name	Phone
I	10215	RILES, JAMES D	0-
	23996	ROST, FRANK	(706)796-5030

### Approvals

Type	By	Date
FA	M. MCDOWELL	09/27/2023

**Dept. Signature:** *Aphanya Williams*

**Grant Coordinator Signature:** *WAE 9/27/2023*

- 1.) I have reviewed the Grant application and enclosed materials and:
- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
- ☐ Deny the request

<u><i>Dannos Williams</i></u>	<u><i>9-27-2023</i></u>
Finance Director	Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- ☒ Approve the Department Agency to move forward with the application
- ☐ Deny the request

<u><i>[Signature]</i></u>	<u><i>9/28/23</i></u>
Administrator	Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



## Program: Coaching Boys into Men

**Purpose: To build healthy relationship skills for youth  
\$5,000 per site with 15 total sites across the state**

### What's needed from sites/recreation agencies:

- Attend 1 training and complete pre-survey (3 hours)
- Submit schedule for when you're going to hold sessions
- Hold 12 sessions for youth (about 15 min each)
- Make sure youth complete 1 pre-survey before the sessions start (about 10 minutes)
- Make sure youth complete 1 post-survey after the sessions end (about 10 minutes)
- Participate in 3 check-in calls with DPH/GNESA (about 15 minutes each)
- Host 1 "half-time" or "fan day" activity, which includes spreading messages about what participants have learned (Time commitment varies by activity. Some past activities have included creating and displaying posters, making announcements during games, posting on social media, and sharing a story with local media)

### What GNESA/DPH will provide:

- Training
- Assistance with any questions you have along the way
- Links for all pre and post surveys
- \$5,000 in funding for sites that submit schedules, surveys, and documentation to show they completed the halftime/fan day activity
- This is funded through Cooperative Agreement NUF2CE002479 from the Centers for Disease Control and Prevention

### Frequently Asked Questions:

#### ***What's the minimum age for youth to participate?***

We recommend high-school aged youth.

#### ***How many youth need to participate to receive funding?***

We ask that a minimum of 5 youth participate throughout the sessions.

#### ***Is the program only for sports teams?***

The program was designed for sports teams and uses language like "coach" and "athlete". However, if you have a group of youth that have a strong purpose and a clear leader or mentor, the program can be used outside of sports teams.

#### ***Does it have to be the same group of youth for all 12 sessions?***

We recommend that you have the same group of youth for all 12 sessions. The sessions build upon each other and reiterate messages from previous sessions along the way.

#### ***Can female athletes participate?***

Yes, absolutely. The content of "Coaching Boys into Men" is geared toward males but lessons are applicable to all. If you have a group of females, you might want to consider using the "Athletes as Leaders" program instead of "Coaching Boys into Men". We can provide training and assistance

**Please register by March 21 by contacting: Sarah Wilkinson at [sarah.wilkinson@dph.ga.gov](mailto:sarah.wilkinson@dph.ga.gov) or 404-406-3210**

### Training information:

#### ***March 22 Training, 9am to 12pm***

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 470-344-9228,,720656555# United States, Atlanta

Phone Conference ID: 720 656 555#





## Public Services Committee Meeting

Meeting Date: January 30, 2024

Motion to accept the 2023 grants from the Georgia Recreation and Park Association

---

<b>Department:</b>	Parks and Recreation
<b>Presenter:</b>	Maurice McDowell
<b>Caption:</b>	Motion to accept two grants of \$5,000 each from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program.
<b>Background:</b>	Augusta Parks and Recreation was awarded two grants from the Georgia Recreation and Park Association for the execution of the "Coaching Boys into Men" program, a preventative educational program to help youth build healthy relationship skills and avoid domestic violence. The Department has offered the program at the Bernie Ward Community Center as well as the May Park Community Center and is now eligible to receive the grant funds, for a total of \$10,000.
<b>Analysis:</b>	As condition of the grant, funding is made available after the execution of the programs.
<b>Financial Impact:</b>	Augusta will receive \$10,000. No match required. Those funds are not bound to a specific utilization. The department will use the funds for program supplies and to increase programming.
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. To accept the grant funds.</li> <li>2. To move to no action.</li> </ol>
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. To accept the grant funds.</li> </ol>
<b>Funds are available in the following accounts:</b>	Funds will be set up in fund 220 once approved (220-06-1518).
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Frank Rost**

---

**From:** Shelly Strickland <shelly@grpa.org>  
**Sent:** Monday, November 13, 2023 11:14 AM  
**To:** Sarah Merriweather; Steve Card  
**Cc:** Maurice D. McDowell; Brandi E. Robertson; Frank Rost  
**Subject:** RE: [EXTERNAL] Boys to Men Funding

Got it.

*Thank you.*

**Shelly Strickland**

**Office Manager**

Georgia Recreation & Park Association

1285 Parker Road

Conyers, GA 30094

Phone: 770.760.1403

Fax: 770.760.1550

[shelly@grpa.org](mailto:shelly@grpa.org)

[www.grpa.org](http://www.grpa.org)

**Follow Us On Facebook -**



---

**From:** Sarah Merriweather <SMerriweather@augustaga.gov>

**Sent:** Monday, November 13, 2023 11:13 AM

**To:** Steve Card <scard@grpa.org>; Shelly Strickland <shelly@grpa.org>

**Cc:** Maurice D. McDowell <MMcDowell@augustaga.gov>; Brandi E. Robertson <BRobertson@augustaga.gov>; Frank Rost <FRost@augustaga.gov>

**Subject:** RE: [EXTERNAL] Boys to Men Funding

---

Greetings Shelly,

Please accept our address correction below:

2027 Lumpkin Road

Augusta, Ga 30906

Attn: Director Maurice McDowell

Kindest,

Sarah

Item 7.

Administrative Assistant  
Augusta Parks and Recreation  
(706) 842-2681



**From:** Steve Card <[scard@grpa.org](mailto:scard@grpa.org)>  
**Sent:** Monday, November 13, 2023 9:20 AM  
**To:** Maurice D. McDowell <[MMcDowell@augustaga.gov](mailto:MMcDowell@augustaga.gov)>  
**Cc:** Shelly Strickland <[shelly@grpa.org](mailto:shelly@grpa.org)>  
**Subject:** RE: [EXTERNAL] Boys to Men Funding

Thanks Maurice we will get the check out early this week to you.

**Steve Card, CPRP**  
**Executive Director**  
**Georgia Recreation and Park Association**  
**1285 Parker Road**  
**Conyers, GA 30094**  
**Office- 770-760-1403**  
**Cellular- 706-463-9656**  
**e-mail - [scard@grpa.org](mailto:scard@grpa.org)**  
**web - [www.grpa.org](http://www.grpa.org)**

***"Caring For Georgia's People and Parks"***

---

**From:** Maurice D. McDowell <[MMcDowell@augustaga.gov](mailto:MMcDowell@augustaga.gov)>  
**Sent:** Monday, November 13, 2023 9:12 AM  
**To:** Steve Card <[scard@grpa.org](mailto:scard@grpa.org)>  
**Cc:** Shelly Strickland <[shelly@grpa.org](mailto:shelly@grpa.org)>  
**Subject:** Re: [EXTERNAL] Boys to Men Funding

Please mail check to:

2027 Lampkin Road  
Augusta Ga 30906

Attn: Director Maurice McDowell

Thanks Steve

---

**From:** Steve Card <[scard@grpa.org](mailto:scard@grpa.org)>  
**Sent:** Monday, November 13, 2023 6:58:22 AM  
**To:** Maurice D. McDowell <[MMcDowell@augustaga.gov](mailto:MMcDowell@augustaga.gov)>  
**Cc:** Shelly Strickland <[shelly@grpa.org](mailto:shelly@grpa.org)>  
**Subject:** [EXTERNAL] Boys to Men Funding

Maurice,

Hope all is well. I want to thank you and congratulate you and your TEAM for participating in and completing 2 Boys to Men sites through the Department of Public Health (DPH). GRPA received (2) \$5,000 checks from DPH and we want to make sure that we get them to you promptly. They are for completion from Bernie Ward and May Park facilities. We wanted to make sure we get the unrestricted payment in the correct place so it can be utilized by your agency. How you like for us to get you the \$10,000? We can ACH your agency or we can send a check. If you would rather have a check please let us know a good address to send it to where it will be deposited in a timely manner so we do not have issues with the state.

Thanks again and we look forward to hearing from you.

**Steve Card, CPRP**  
**Executive Director**  
**Georgia Recreation and Park Association**  
**1285 Parker Road**  
**Conyers, GA 30094**  
**Office- 770-760-1403**  
**Cellular- 706-463-9656**  
**e-mail - [scard@grpa.org](mailto:scard@grpa.org)**  
**web - [www.grpa.org](http://www.grpa.org)**

***"Caring For Georgia's People and Parks"***

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AED:104.1



## Program: Coaching Boys into Men

**Purpose: To build healthy relationship skills for youth  
\$5,000 per site with 15 total sites across the state**

### What's needed from sites/recreation agencies:

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We recommend high-school aged youth.

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Yes, absolutely. The content of "Coaching Boys into Men" is geared toward males but lessons are applicable to all. If you have a group of females, you might want to consider using the "Athletes as Leaders" program instead of "Coaching Boys into Men". We can provide training and assistance

**Please register by March 21 by contacting: Sarah Wilkinson at [sarah.wilkinson@dph.ga.gov](mailto:sarah.wilkinson@dph.ga.gov) or 404-406-3210**

### Training information:

#### ***March 22 Training, 9am to 12pm***

Join on your computer or mobile app

Click here to join the meeting

Or call in (audio only)

+1 470-344-9228,,720656555# United States, Atlanta

Phone Conference ID: 720 656 555#

# AUGUSTA, GEORGIA

## New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

**Proposal Project No. Project Title**

PR000475 RECREATIO Coaching Boys into Men - GRPA Grant - Award 2023

Requesting grant funds offered by the Georgia Recreation & Park Association for the execution of the "Coaching Boys into Men" program. Staff has already executed the program and is eligible for the grant. The awarded funds are not bound to any requirements. No cash match is required. EEO required: No EEO Department notified: No

Start Date: 07/01/2023

End Date: 12/31/2024

Submit Date: 01/16/2024

Department: 061

Recreation

Cash Match?

N

Total Budgeted Amount: 10,000.00

Total Funding Agency:

10,000.00

Total Cash Match: 0.00

Sponsor: GM0036

Georgia Recreation and Parks Asso.

Sponsor Type: PVT

Private Entity

Purpose: 13

Community

Flow Thru ID:

### Contacts

Type	ID	Name	Phone
I	10215	RILES, JAMES D	0-
I	23996	ROST, FRANK	(706)796-5030

### Approvals

Type	By	Date
FA	M. MCDOWELL	01/16/2024

Dept. Signature:

Grant Coordinator Signature:

- 1.) I have reviewed the Grant application and enclosed materials and:
- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

- 2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



## Public Services Committee

January 30, 2024

Creation of an ordinance by Planning Commission

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Approve directing the Planning Commission to create an ordinance to allow for special exceptions to the Augusta zoning ordinance related to annotated code of GA O.C.G.A. 16-12-215(a) concerning the licensing of a pharmacy for low THC oil dispensing within 1,000 feet of a covered entity. Covered entity includes schools, day cares, or churches. <b>(Requested by Mayor Pro Tem Brandon Garrett)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Brandon Garrett <brandon@azaleaoutdoor.com>  
**Sent:** Tuesday, January 23, 2024 2:19 PM  
**To:** Lena Bonner  
**Subject:** [EXTERNAL] Agenda item

Can't remember which committee this should go to (Planning and Dev)

Approve directing the Planning Commission to create an ordinance to allow for special exceptions to the Augusta zoning ordinance related to annotated code of Georgia, GA, O. C. G.A. 16-12-215 (a) concerning the licensing of a pharmacy for low THC oil dispensing within 1,000 ft of a covered entity. Covered entity includes, schools, day cares, or churches.

Have a great day!

Brandon Garrett

Sales Manager

Azaleaoutdoor.com  
706.836.6317

**[NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]







## Administrative Services Committee Meeting

Meeting Date: 01/30/2024

HCD\_ Augusta/Laney Walker Development Funding Amendment Request

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<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funding to Laney Walker Development Corporation (LWDC) to support soft cost related to the construction of three (3) affordable single family units to be sold to low income homebuyer.
<b>Background:</b>	<p>Housing and Community Development have partnered with Laney Walker Development Corporation and WD Communities for the development ten (10) single family units utilizing HOME funds. LWDC has a history of many years and has proven the ability to develop affordable housing in accordance to Augusta, Georgia and federal rules and regulation.</p> <p>Laney Walker Development is requesting additional funds for the following:</p> <ul style="list-style-type: none"> <li>• 1227 Miller Street, Augusta, GA 30901: Funding Request: \$ 40,264.78</li> <li>• 1231 Miller Street, Augusta, GA 30901: Funding Request: \$ 40,264.78</li> <li>• 1233 Miller Street, Augusta, GA 30901: Funding Request: \$ 40,264.78</li> </ul> <p>The funding request is to assist with soft cost associated with the construction of three (3) single family affordable units.</p>
<b>Analysis:</b>	Approval of the contract will allow the partnership to construct (3) single family units in the Laney Walker Community area to aid in the fight of blight.
<b>Financial Impact:</b>	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$ 120,794.34 to assist in the construction of three single family affordable housing units.

<b>Alternatives:</b>	Do not approve HCD's Request.
<b>Recommendation:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funding to Laney Walker Development Corporation to support soft cost related to the construction of three (3) affordable single family units to be sold to low income homebuyer.
<b>Funds are available in the following accounts:</b>	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212 - 5225110
<b><u>REVIEWED AND APPROVED BY:</u></b>	Procurement Finance Law Administrator Clerk of Commission

**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN  
AUGUSTA, GEORGIA  
&  
LANEY WALKER DEVELOPMENT CORPORATION  
FOR  
2020 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**1227 Miller Street – Single Family**

This First Amendment to the agreement executed by and between the Parties on February 24, 2022, is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between AUGUSTA, GEORGIA, (hereafter referred to as “Augusta”), and THE LANEY WALKER DEVELOPMENT CORPORATION. (hereinafter referred to as the “**LWDC**”).

WHEREAS, AUGUSTA desires to amend the original agreement to allow the LWDC to effectively administer its HOME eligible affordable housing development activities;

WHEREAS, the LWDC has determined that this Amendment is in its best interest and has agreed to the said Amendment;

NOW THEREFORE, in exchange for their mutual good and valuable consideration, the receipt and sufficiency of which each PARTY acknowledges, and intending to be legally bound, AUGUSTA and LWDC agree to amend said agreement as follows:

(1)

Article I Section B . Use of Funds. Soft cost shall be added to provide additional funding in the amount of \$ 40,264.78 of HOME funding to support the construction of a single family unit located at 1227 Miller Street.

**B. Use of Funds**

HOME Program funds shall be used by the LWDC for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**A. Soft Cost**

An amount not to exceed \$ 40,264.78 in a grant shall be expended by the LWDC to support soft cost during the construction of an affordable single-family housing units to be made available for purchase by HOME program eligible low and moderate home buyers.

The original contract states not to exceed \$ 240,000.00 whereas amendment adds an additional \$ 40,264.78 to support soft cost during construction.

B. *Initial:* \_\_\_\_\_

Article II Section D shall be revised to show the additional funding with the following:

**D. Project Budget: Limitations**

LWDC shall be paid a total consideration of \$280,264.78 for full performance of the services specified under this Agreement. WD Communities will be responsible for \$115,000.00 to support construction only as stated in original agreement. Any cost above this amount shall be the sole responsibility of LWDC. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and LWDC.

The LWDC shall adhere to the following budget in the performance of this contract:

Construction	\$ 230,000.00 (50% HOME & 50% WD Communities)
Soft Cost	\$ 40,264.78
Developer's Fee	\$ 10,000.00

---

---

<b>Total Project Activity Cost</b>	<b>\$ 280,264.78</b>
------------------------------------	----------------------

Except for the modifications made by this Amendment, the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have set as of the date first written above.

Approved by the Augusta, GA Commission on \_\_\_\_\_, 2024.

\_\_\_\_\_  
**LANEY WALKER DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

**ATTEST: AUGUSTA, GEORGIA**  
(The City)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN  
AUGUSTA, GEORGIA  
&  
LANEY WALKER DEVELOPMENT CORPORATION  
FOR  
2020 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**1231 Miller Street – Single Family**

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WHEREAS, the LWDC has determined that this Amendment is in its best interest and has agreed to the said Amendment;

NOW THEREFORE, in exchange for their mutual good and valuable consideration, the receipt and sufficiency of which each PARTY acknowledges, and intending to be legally bound, AUGUSTA and LWDC agree to amend said agreement as follows:

(1)

Article I Section B . Use of Funds. Soft cost shall be added to provide additional funding in the amount of \$ 40,264.78 of HOME funding to support the construction of a single family unit located at 1231 Miller Street.

**B. Use of Funds**

HOME Program funds shall be used by the LWDC for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**A. Soft Cost**

An amount not to exceed \$ 40,264.78 in a grant shall be expended by the LWDC to support soft cost during the construction of an affordable single-family housing units to be made available for purchase by HOME program eligible low and moderate home buyers.

The original contract states not to exceed \$ 240,000.00 whereas amendment adds an additional \$ 40,264.78 to support soft cost during construction.

B. *Initial:* \_\_\_\_\_

Article II Section D shall be revised to show the additional funding with the following:

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Soft Cost	\$ 40,264.78
Developer's Fee	\$ 10,000.00

---

---

<b>Total Project Activity Cost</b>	<b>\$ 280,264.78</b>
------------------------------------	----------------------

Except for the modifications made by this Amendment, the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.



**IN WITNESS WHEREOF**, the undersigned have set as of the date first written above.

Approved by the Augusta, GA Commission on \_\_\_\_\_, 2024.

\_\_\_\_\_  
**LANEY WALKER DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

**ATTEST: AUGUSTA, GEORGIA**  
(The City)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN  
AUGUSTA, GEORGIA  
&  
LANEY WALKER DEVELOPMENT CORPORATION  
FOR  
2020 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**1233 Miller Street – Single Family**

This First Amendment to the agreement executed by and between the Parties on February 24, 2022, is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between AUGUSTA, GEORGIA, (hereafter referred to as “Augusta”), and THE LANEY WALKER DEVELOPMENT CORPORATION. (hereinafter referred to as the “**LWDC**”).

WHEREAS, AUGUSTA desires to amend the original agreement to allow the LWDC to effectively administer its HOME eligible affordable housing development activities;

WHEREAS, the LWDC has determined that this Amendment is in its best interest and has agreed to the said Amendment;

NOW THEREFORE, in exchange for their mutual good and valuable consideration, the receipt and sufficiency of which each PARTY acknowledges, and intending to be legally bound, AUGUSTA and LWDC agree to amend said agreement as follows:

(1)

Article I Section B . Use of Funds. Soft cost shall be added to provide additional funding in the amount of \$ 40,264.78 of HOME funding to support the construction of a single family unit located at 1233 Miller Street.

**B. Use of Funds**

HOME Program funds shall be used by the LWDC for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**A. Soft Cost**

An amount not to exceed \$ 40,264.78 in a grant shall be expended by the LWDC to support soft cost during the construction of an affordable single-family housing units to be made available for purchase by HOME program eligible low and moderate home buyers.

The original contract states not to exceed \$ 240,000.00 whereas amendment adds an additional \$ 40,264.78 to support soft cost during construction.

B. *Initial:* \_\_\_\_\_

Article II Section D shall be revised to show the additional funding with the following:

**D. Project Budget: Limitations**

LWDC shall be paid a total consideration of \$280,264.78 for full performance of the services specified under this Agreement. WD Communities will be responsible for \$115,000.00 to support construction only as stated in original agreement. Any cost above this amount shall be the sole responsibility of LWDC. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and LWDC.

The LWDC shall adhere to the following budget in the performance of this contract:

Construction	\$ 230,000.00 (50% HOME & 50% WD Communities)
Soft Cost	\$ 40,264.78
Developer's Fee	\$ 10,000.00

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<b>Total Project Activity Cost</b>	<b>\$ 280,264.78</b>
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Except for the modifications made by this Amendment, the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned have set as of the date first written above.

Approved by the Augusta, GA Commission on \_\_\_\_\_, 2024.

\_\_\_\_\_  
**LANEY WALKER DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

**ATTEST: AUGUSTA, GEORGIA**  
(The City)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk



## Administrative Services Committee

Meeting Date: January 30, 2024

### Service Request and Work Order Policy

<b>Department:</b>	Office of the Administrator
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator and Kelli Walker, 311 Manager
<b>Caption:</b>	Approve proposed Service Request and Work Order Policy.
<b>Background:</b>	On September 26, 2023, during the Administrative Services Committee the Commission directed the Administrator to obtain Service Level Agreements (SLAs) from all City departments by December 31, 2023, and report back to the Commission the agreed upon SLA timeframes for each service request. The requested timeframes were submitted to the Commission on December 28, 2023.
<b>Analysis:</b>	It is recommended that a Service Request and Work Order Policy be approved to create a standardized way of managing services provided by Augusta, GA. This policy defines service requests, work orders and projects and lists key tasks that occur during each phase. A 'Department Service Level Agreement Addendum' outlines roles and responsibilities, escalations, service hours and estimated timeframes for completion. The Department Service Level Agreements will be reviewed on an annual basis and require signature from the 311 Manager and Department Head.
<b>Financial Impact:</b>	No financial impact.
<b>Alternatives:</b>	Do not approve proposed Service Request and Work Order Policy.
<b>Recommendation:</b>	Motion to approve the proposed Service Request and Work Order Policy
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	Takiyah Douse, Interim Administrator.

Takiyah A. Douse  
Interim Administrator

## SERVICE REQUEST AND WORK ORDER POLICY

The purpose of the Service Request and Work Order Policy is to create a consistent and systematic way of documenting service requests and work orders completed by Augusta, GA.

Regardless of the tracking system utilized by Augusta, GA staff, requests for city provided services are received through the following channels:

- External Entry Methods (phone, email, web, mobile, or in-person)
- Internal Entry Methods (initiated by Augusta, GA staff, Elected Officials, etc.)

### SERVICE REQUESTS

When a service request is initiated, the end-user department is responsible for investigating the request. During the initial investigation, the following may occur:

- Communicate with requestor/property owner/complainant
- Inspect property to include city owned/maintained structures
- Obtain pictures and videos
- Obtain locates (Utilities/AEES Department)
- Reassign service request (utilized when service requests are directed to the incorrect department)
- Add comments (where applicable)
- Create work order(s)

### WORK ORDERS

A work order(s) is created once the initial investigation is complete. During this phase, the end user department will complete the following steps:

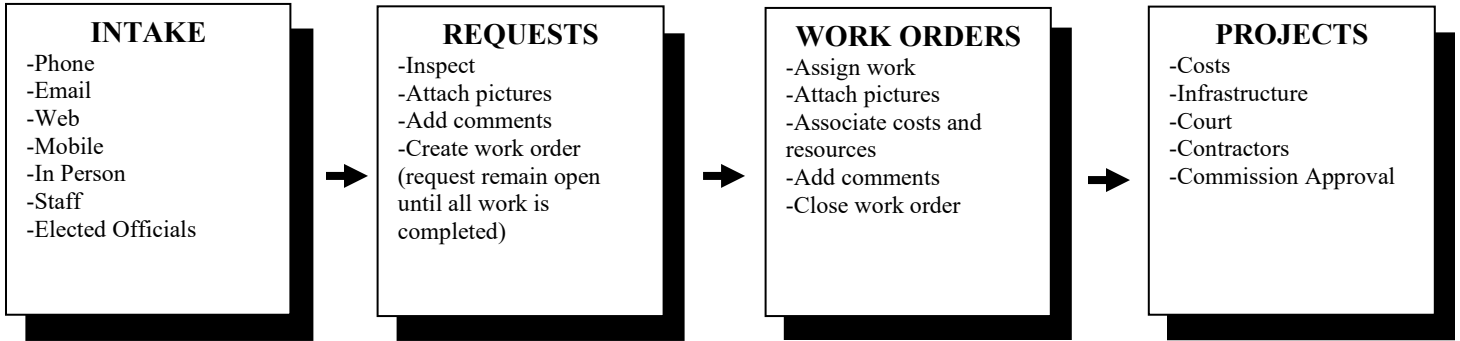
- Assign associated work order(s) to staff responsible for completing the work
- Attach pictures (before and after pictures are preferred)
- Add comments (where applicable)
- Close work order(s) (once all work orders associated with the service request should be closed)

### PROJECTS

Several factors exist which may require a service request to be moved to a 'project' status. Factors to consider are costs, aging infrastructure, 3<sup>rd</sup>-party entities, court proceedings and Commission approval. In those cases, service requests should be updated to an 'on-hold' status with an on-hold reason. Example of on-hold reasons are awaiting approval, awaiting purchase order, trial, GDOT, etc. Projects will be reported separately and will not affect monthly or annual statistics.

Takiyah A. Douse  
Interim Administrator

**Figure 1: (Breakdown of service request/work order phases and associated tasks that may occur)**



#### 1.4 DEPARTMENT SERVICE LEVEL AGREEMENT ADDENDUM

The purpose of the Department Service Level Agreement is to establish timeframes in which service requests for city-related services are created and addressed. This document outlines service level details to include timeframes, roles and responsibilities, escalations, and procedures for handling after-hours and emergency related service requests. This document is reviewed by the Department Head and 311 Manager on an annual basis.



Takiyah A. Douse  
Interim Administrator

## **ADDENDUM**

### **DEPARTMENT SERVICE LEVEL AGREEMENT**

#### **INTRODUCTION**

##### **1.1 PURPOSE OF SERVICE LEVEL AGREEMENT**

The purpose of this Service Level Agreement is to establish timeframes in which requests for city-related services are created and addressed by the end-user Department.

##### **1.2 SCOPE**

This document outlines a request for services to be rendered by (Department Name). Response times are defined using four categories: Critical (Emergency), High Priority (High), Normal (Medium) and Low Priority (Low).

##### **1.3 BACKGROUND**

The Augusta Commission approved the revision of Service Level Agreements for Departments that utilize work order systems to track service requests. Augusta believes that customers should be treated in a manner which is responsive, courteous, and efficient. Service Level Agreements are being updated with departments that track service requests as a measure of accountability to citizen-initiated concerns. Currently requests for city services are received via phone, email, mobile and web.

#### **SERVICE LEVEL DETAILS**

Service Requests covered by this Agreement are outlined in the table shown in (Exhibit A) This table list all service requests to be tracked along with priority levels, timeframes, after hours support and additional information provided by the department. Regardless of where the request originates, all service requests should be tracked using the established work order system for each respective department.

##### **2.1 ESCALATION ACTIONS**

When a service request requires immediate action, it should be brought to management's attention. The end-user department will be notified, and the request should be acknowledged the same day. If the escalation occurs outside of normal operating hours Augusta 311's Interactive Voice Response System (IVR) will be utilized to notify the respective department.

##### **2.2 SERVICE HOURS FOR PROBLEM RESOLUTION**

Requests for services will be received during normal operating hours. Citizens can access services after hours by using mobile apps or web portal. In the event of an after-hours emergency Augusta 311's IVR will be utilized to notify the respective department.





Takiyah A. Douse  
Interim Administrator

### 2.3 AGREEMENT CHANGE PROCESS

The Agreement Table detailed in Exhibit A is valid from the 'Effective Date' outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The 311 Manager (Document Owner) will coordinate regular reviews of each department's service level agreements. Contents of this document may be amended as required, provided mutual agreement is obtained from the end-user Department and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

### DEPARTMENT SERVICE LEVEL AGREEMENT APPROVAL

The undersigned acknowledge that they have reviewed the **Department Service Level Agreement** and agree with the information presented within this document. Changes to this **Agreement** will be coordinated with, and approved by, the undersigned, or their designated representatives.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: 311 Manager

Role: Party A

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Department Director

Role: Party B

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
<b>AUGUSTA 311</b> These requests types appear under 311 as they are generic in nature or handled by an external entity				
APP/Web Portal Issues	Normal	2 Days	No	
Customer Complaint	Normal	2 Days	No	
General Information Request	Normal	2 Days	No	This type of request is triaged and changed to the appropriate request upon investigation
GDOT Road Issue	Normal	1 Day	No	These are automatically emailed to GDOT
Internal Request	Normal	2 Days	No	
Railroad Crossing Arm	Normal	1 Day	No	311 will reach out to the railroad company to report these issues and close the request as complete
<b>ANIMAL SERVICES</b>				
Abandonment	Normal	1 Day	No	Full completion can be longer if there is a need for further investigation.
Assist Law Enforcement or Public Agency	High	1 Hour	Yes	This type of call will be dispatched to the first available officer and responded to ASAP. Full completion can be longer if there is a need for further investigation
Attack	High	1 Hour	Yes	This type of call will be dispatched to the first available officer and responded to ASAP. Full completion can be longer if there is a need for further investigation.
Barking	Low	2 Days	No	Full completion can be longer if there is a need for further investigation.
Confined	High	1 Hour	No	This expected timeframe is for stray animals that are confined.
Dead	Low	2 Days	No	
Follow-up	Low	2 Days	No	
Hot Car	High	1 Hour	Yes	This type of call will be dispatched to the first available officer and responded to ASAP. Full completion can be longer if there is a need for further investigation.
Injured (Owned)	Low	2 Days	No	Owner surrendered animals are considered low priority and have to be scheduled. However, depending on the circumstances, the priority level could increase.
Other Issue	Low	2 Days	No	Full completion can be longer if there is a need for further investigation.
Protective Custody	High	1 Hour	Yes	This type of call will be dispatched to the first available officer and responded to ASAP. Full completion can be longer if there is a need for further investigation.
Roaming	Normal	1 Day	No	Full completion can be longer if there is a need for further investigation.
Tethering, Cruelty, or Neglect	Normal	1 Day	Yes	Depending on the specifics of the complaint, this call could be escalated to a high priority which would change the expected completion time to 1 hour. Full completion can be longer if there is a need for further investigation.
Trap Request	Low	2 Days	No	Full completion can be longer if there is high demand and the citizen is placed on a trap list.

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
<b>CENTRAL SERVICES</b>				
<b>Emergencies:</b> Health, safety and environmental risk will be assessed within 5 business days. Corrective completion dates will vary depending the severity of the circumstance. <b>Projects:</b> Assessment will take place within 15 days. Completion of action plan will vary depending on the complexity of the project. <b>Preventive and Corrective Work:</b> Big Boxes; completion date within 30 days. Construction Shop; streamlined POs, completion date within 45 days and PO request to Departments, completion date within 60 days .				
<b>FACILITIES MAINTENANCE</b>				
AC/Heating Issue	Normal	1 - 30 Days	No	
Appliance Issue	Normal	1 - 30 Days	No	Only in contract ice makers.
Augusta Vehicle Compliant	Normal	1 - 30 Days	No	Used to report driver behavior while operating a county vehicle
Beazley Room Reservation	Normal	2 Days	No	Central Services is responsible for the setup and breakdown
Boat Dock Issue	Normal	1 - 30 Days	No	
Brick Damaged	Normal	1 - 30 Days	No	Contracted work
Construction Project	Normal	1 - 30 Days	No	Contracted work
Debris/Trash Removal	Normal	1 - 30 Days	No	
Door Issue	Normal	1 - 30 Days	No	
Drinking Fountain Issue	Normal	1 - 30 Days	No	
Electrical Issue	Normal	1 - 30 Days	No	
Floor Issue	Normal	1 - 30 Days	No	
Furniture Move/Assemble	Normal	1 - 30 Days	No	
Grounds Maintenance	Normal	1 - 30 Days	No	
Gutter Maintenance	Normal	1 - 30 Days	No	Contracted work
Lighting Issue	Normal	1 - 30 Days	No	
Painting Request	Normal	1 - 30 Days	No	
Plumbing Issue	Normal	1 - 30 Days	No	
Roof Issue	Normal	1 - 30 Days	No	

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes		
Vandalism	Normal	1 - 30 Days	No			
Wall Issue	Normal	1 - 30 Days	No			
Window Issue	Normal	1 - 30 Days	No			
CUSTODIAL SERVICES						
Bathroom/Building Odor	Normal	2 Days	No			
Clean Restroom	Normal	1 Day	No			
Covid Notification	Normal	1 Day	No	Used to request office cleaning		
Empty Trash	Normal	2 Days	No			
Refill Rain Bags	Normal	1 Day	No			
Restock Bathroom/Breakroom	Normal	1 Day	No			
Spills	Normal	1 Day	No			
Vacuum Office	Normal	1 Day	No			
COMPLIANCE						
ADA Accessibility Intake Form	High	2 Days	Yes			
EEO Complaint Intake Form	Normal	7 - 10 Days	Yes			
ENGINEERING AND ENVIRONMENTAL SERVICES						
IR: Initial Response (Initial onsite assessment)   TR: Transitional Response (Determination of resources needed to perform tasks)   FR: Final Response (All phases complete)						
ENGINEERING MAINTENANCE						
		IR	TR	FR		
Curb/Gutter Maintenance Request	Normal	5 Days	3 Months	LR	No	
Ditch Request - Cut/Clean	Normal	5 Days	3 Months	2 Years	No	
Driveway Request - (Maintenance Only)	Normal	5 Days	1 Month	6 Months	No	
Erosion Complaint	Normal	5 Days	N/A	LR	No	

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion			After Hours Support	Notes
Flooding	High	2 Days	1 Week	LR	Yes	
Graffiti Removal	Normal	5 Days	1 Month	3 Months	No	
Icy Roads	High	1 Day	1 Month	N/A	Yes	
Litter Complaint	Normal	5 Days	1 Month	3 Months	No	
Low Hanging Limb	Normal	5 Days	3 Months	1 Year	No	If the limb is blocking the roadway or citizen is fearful that personal property may be damaged it is changed to a high priority and dispatched to Engineering Maintenance
Pothole	Normal	5 Days	2 Weeks	1 Year	Yes (on call)	If the pothole presents a road hazard it is changed to a high priority and dispatched to Engineering Maintenance for further investigation
Retention Pond Request	Normal	5 Days	3 Months	1 Year	No	
Road Scrape Request	Normal	5 Days	2 Weeks	1 Year	No	
Road/Street Repair	Normal	5 Days	N/A	LR	No	If the repair presents a road hazard it is changed to a high priority and dispatched to Engineering Maintenance for further investigation
ROW Request - Mowing	Normal	5 Days	1 Month	3 Months	No	
Shoulder Request	Normal	5 Days	1 Week	LR	No	
Sidewalk Repair	Normal	5 Days	3 Months	1 Year	No	If the repair presents a safety hazard it is changed to a high priority and dispatched to Engineering Maintenance for further investigation
Storm Drain Cover Missing/Damaged	High	5 Days	2 Weeks	1 Year	Yes	
Storm Drain Request - Clean	Normal	5 Days	2 Months	1 Year	No	
Street Sweeping	Low	Contract Service		3 Months	No	
Stump Removal Request	Normal	5 Days	6 Months	LR	No	
Tree Removal	Normal	5 Days	1 Month	6 Months	No	If the tree is blocking the roadway or citizen is fearful that personal property may be damaged it is changed to a high priority and dispatched to Engineering Maintenance
Tree/Limb Down - Blocking Road	High	1 Day	2 Months	2 Years	Yes (on call)	If the limb is blocking the roadway or citizen is fearful that personal property may be damaged it is changed to a high priority and dispatched to Engineering Maintenance
Vegetation: Overgrown Near Street (Site Distance)	Normal	5 Days	1 Week	Month	No	If the vegetation is causing visibility issues it is changed to a high priority and dispatched to Engineering Maintenance
ENGINEERING ADMINISTRATION						
		IR	TR	FR		
Credit Applications	Normal	5 Days	N/A	2 Months	No	

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion			After Hours Support	Notes
Customer Inquiry	Normal	5 Days	N/A	N/A	No	
Design & Construction Request	Normal	5 Days	N/A	LR	No	Falls under new project
Dirt Road Pave Request	Normal	5 Days	N/A	LR	No	Falls under new project
IA Review	Normal	5 Days	N/A	2 Months	No	
Mud/Water New Construction	Normal	7 Days	1 Month	2 Months	No	
Private Contractor Issue	Normal	5 Days	N/A	2 Months	No	
Research Request	Normal	5 Days	N/A	2 Months	No	
Road Repave/Resurface Request	Normal	5 Days	N/A	LR	No	Falls under new project
Street Widen Request	Normal	5 Days	N/A	LR	No	Falls under new project
ENVIRONMENTAL WASTE COLLECTION ISSUES						
		IR	TR	FR		
Administrative Review	Normal	2 Days	N/A	N/A	No	
Billing Inquiry	Normal	14 Days	N/A	N/A	No	
Care & Diligence - Waste Litter Cleanup	High	2 Days	N/A	N/A	No	
Cart-New Request	Normal	2 Days	N/A	N/A	No	
Cart-Remove Extra	Normal	2 Days	N/A	N/A	No	
Cart- Request	Normal	2 Days	N/A	N/A	No	
Waste Collection Issues	Normal	2 Days	N/A	N/A	No	
Waste Collection Courtesy Request	Normal	2 Days	N/A	N/A	No	
Due Care - Cart Placement	Normal	2 Days	N/A	N/A	No	
Waste pickup-Collection Issue	Normal	2 Days	N/A	N/A	No	
Waste Collection-out of compliance Removal	Normal	5 Days	N/A	N/A	No	
Waste Collection - Property Damage	Normal	14 Days	N/A	N/A	No	

SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion			After Hours Support	Notes
Waste Collection - Vehicle Leaks & Spills	High	2 Days	N/A	N/A	No	
Ordinance Compliance- Cart at the Road	Normal	2 Days	N/A	N/A	No	
Site Visit	Normal	2 Days	N/A	N/A	No	

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion		After Hours Support	Notes	
ENVIRONMENTAL ISSUES						
		IR	TR	FR		
Illegal Dump - Investigation	Normal	5 Days	1 Month	3 Months	No	
Illegal Dump Cleanup	Normal	5 Days	1 Month	3 Months	No	
Illegal Dump Tires	Normal	5 Days	1 Month	3 Months	No	
Landfill Inquiry	Normal	2 Days	1 Month	1 Month	No	
Neighborhood Cleanup	Case by Case Basis				No	
Vacant Lot Cut & Clean	Normal	5 Days	2 Months	LR	No	
Vacant Lot Inspection	Normal	14 Days	N/A	N/A	No	
Vehicle leaks and spills	High	2 Days	1 Month	N/A	No	
STORMWATER AND LAND DEVELOPMENT						
		IR	TR	FR		
Construction Complaint	Normal	7 Days	1 Month	2 Months	No	
Illicit Discharge Invest - Improper Disposal	Normal	5 Days	N/A	2 Months	No	
Illicit Discharge Investigation - Direct Discharge	Normal	5 Days	N/A	2 Months	No	
ROW						
		IR	TR	FR		
Encroachment Permit	Normal	5 Days	N/A	45 Days	No	
Encroachment Permit - Traffic Engineering	Normal	5 Days	N/A	45 Days	No	
Small Cell Tower Permit	Normal	5 Days	N/A	45 Days	No	
Survey Request	Normal	5 Days	N/A	45 Days	No	
TRAFFIC ADMINISTRATION						
		IR	TR	FR		
Sidewalk New Request	Normal	5 Days	N/A	LR	No	Falls under new project



# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion			After Hours Support	Notes
Street Light Petition	Normal	5 Days	N/A	3 Months	No	
New Streetlight (Subdivision)	Normal	5 Days	N/A	1 Year	No	Falls under new project
TRAFFIC - PAVEMENT						
		IR	TR	FR		
Striping / Marking Request	Normal	5 Days	4 Months	LR	No	
Speed Hump Request	Normal	5 Days	N/A	LR	No	Falls under new project
TRAFFIC - SIGNALS						
		IR	TR	FR		
Flasher Malfunctioning	High	5 Days	N/A	3 Months	No	
Traffic Signal Malfunctioning	High	5 Days	N/A	3 Months	No	
School Flashers Malfunctioning	High	5 Days	N/A	3 Months	No	
TRAFFIC - SIGNS						
		IR	TR	FR		
Sign Down	High	5 Days	N/A	1 Month	No	
Sign Issue: Traffic Sign	Normal	5 Days	N/A	3 Months	No	
New Sign Request	Normal	5 Days	N/A	3 Months	No	
Speed Limit Issue	Normal	5 Days	N/A	1 Year	No	
TRAFFIC - LIGHTS						
		IR	TR	FR		
Streetlight Issue	Normal	5 Days	1 Month	1 Year	No	
New Streetlight Request	Normal	5 Days	N/A	LR	No	Falls under new project
TRAFFIC						
		IR	TR	FR		

SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion			After Hours Support	Notes
Traffic Study Request	Normal	5 Days	N/A	LR	No	
New Traffic Signal Request	Normal	5 Days	N/A	LR	No	Falls under new project

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
PLANNING & DEVELOPMENT - CODE ENFORCEMENT				
Accessory Building Setback	Low	30 Days	No	
Building Disrepair	Low - Emergency	30 Days - 6+ Months	No	A dilapidated BLDG which is abandoned and boarded up = Low; but the same BLDG having a family living in the BLDG = Emergency
Commercial Truck/Equipment Storage	Normal	30 Days	No	
Fence Height	Low	30 Days	No	
Illegal Business Operation	Normal	30 Days	No	
Living in Camper	Low	30 Days	No	
Odors	Low - High	10 Days	No	Odors from a pet waste = Low; Odors from a deceased body = High
Overgrown Vegetation	Normal	10 Days	No	
Raw Sewage	High - Emergency	10 - 30 Days	No	Septic tank clogged = High; Broken sewer pipe = Emergency
Trash and Debris	Normal	10 Days	No	
Tree on Private Property	Low - Emergency	10 - 30 Days	No	Downed tree on a private lawn = Low; but downed tree that takes down active power lines with it = Emergency
Scrap Tires on Commercial Property	Low	10 - 30 Days	No	
Sign Issue: Sign on Private Property	Normal	30 Days	No	
Tenant Complaint	Low - High	10 Days - 6+ Months	No	A tenant complaint can vary from overgrowth to a dilapidated structure
Unsanitary Conditions	Normal - Emergency	30 Days	No	A BLDG which is abandoned that has unsanitary conditions present = Normal; but the same BLDG having a family living in the BLDG = Emergency
Unsecured Building	Low	30 days	No	
Visibility Issues	Low - High	10 Days	No	Visibility issues due to overgrowth that restricts the vision of seeing a BLDG from the street = Low; overgrowth that creates a blind spot for motorists driving by = High
FIRE DEPARTMENT				
Ambulance Service Complaint	High	5 Days	Yes	Complaints regarding Ambulance Services would be forwarded to the vendor, Central EMS, for processing and response relayed to Chief Rockwell within the timeframe indicated in this chart.
INFORMATION TECHNOLOGY-GIS				
Street Name Issue	Normal	10 Days	No	Timeframe relevant to issue. Could be taken care of in a day or two, or it could take weeks if extensive research is required.

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
MARSHAL				
Abandoned/Junk Vehicle	Normal	1 - 60 Days	No	Possible Court
Augusta Vehicle Complaint	Normal	1 - 30 Days	No	Possible Court
Burning (3-3-6)	High	1 Day	No	
Citation Request	Normal	1 - 14 Days	No	
Community Service (Probation)	Low	10 Days	No	This is an internal request that occurs every 2 weeks on Wednesday's
Disorderly Conduct (3-7-1)	High	1 - 45 Days	Yes	After hours support is available during specials, Possible Court
Eviction	High	60 Days	No	Possible Court, after hours support is decided on a case by case basis
Felony Dumping (16-7-53)	High	1-30 Days	No	Upon investigation after hours support is decided on a case by case basis
Garbage Storage Areas Kept Clean (4-2-21)	Normal	1 - 60 Days	No	Possible Court
General Assistance	Normal	1 Day	No	
Grass, Leaves and Trees (4-2-17)	Normal	1 - 60 Days	No	Possible Court
Illegal Dumping	High	1 - 30 Days	No	Upon investigation after hours support is decided on a case by case basis
Litter Complaint	Normal	1 - 60 Days	No	Possible Court
Littering Streets & Sidewalks (4-2-9)	Normal	1 - 30 Days	No	Possible Court
Nuisance Property	Normal	1 - 60 Days	No	Possible Court
Operating Without License (2-1-1)	Low	1 - 60 Days	No	Possible Court, Code Enforcement is involved with this process
Panhandling (3-7-1(s))	Normal	1 Day		
Property Inspection	Normal	1 - 60 Days	No	Possible Court
Scrap Tires (4-2-74)	Normal	1 Day	No	This type of case remains open until investigation is complete
Sign Issue: Sign On/Near Roadway	Normal	1 Day	No	
Subpoenas	Normal	1 - 7 Days	No	
Time Limit on Trucks (3-5-131)	High	1 Day	No	

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
Traffic Violation	Normal	60 Days	No	Possible Court
Transporting Refuse (4-2-14(a)(1))	Normal	1 - 60 Days	No	Possible Court
Unauth. Interference w/Trash Receptacle (4-2-46)	Normal	1 - 60 Days	No	This type of request involves the Engineering and Environmental Services Department and may end up in court
VIN Verification	Normal	1 - 10 Days	No	
RCCI				
Cemetery	Normal	30 Days	No	RCCI is responsible for grounds maintenance at Cedar Grove, Magnolia, Westview, Summerville, Gracewood, Sandridge Estate and Pauper's Cemeteries
PARKS AND RECREATION				
Athletic Equipment	Normal	2 - 7 Days	Yes	
Athletic Fields	Normal	2 - 7 Days	Yes	
Boat Ramps	High	2 - 5 Days	Yes	
Campground	Normal	2 - 5 Days	Yes	
Courts/Basketball-Tennis	Normal	10 - 30 Days	No	
Facility Painting/Centers	Normal	10 - 30 Days	No	
Fence Issue	Normal	10 - 20 Days	No	
Fitness Equipment	Normal	10 - 30 Days	No	
Flooding/Facilities	Emergency	1 - 2 Days	Yes	
Janitorial Request	Normal	2 - 3 Days	Yes	
Marina	Normal	10 - 20 Days	No	
Mowing/Ground Maintenance	Normal	2 - 4 Days	No	
Park Amenities (Restrooms/Shelters/Trash)	Normal	2 - 7 Days	Yes	
Park Maintenance	Normal	1 - 2 Days	No	
Parking Lots	Normal	30 Days	Yes	
Playgrounds	High	10 - 30 Days	Yes	

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
Pool	High	10 - 30 Days	Yes	
Pool Deck	Normal	10 - 30 Days	No	
Pool Locker Rooms	Normal	2 - 3 Days	No	
Pool Public Areas	Normal	2 - 3 Days	No	
Recreation Center Issue	Normal	5 - 10 Days	Yes	
Special Event	Normal	5 - 10 Days	No	
Splash Pads	High	1 - 5 Days	Yes	
Sprinkler - Parks & Medians	Emergency	1 - 2 Days	Yes	
Tennis Issue	Normal	10 - 30 Days	No	
Trails/Boardwalks	Normal	5 - 10 Days	No	
Tree Limbs Down	High	1 - 2 Days	Yes	
Tree Removal/Emergency (Safety Concern)	High	1 - 2 Days	Yes	
Vandalism/Parks & Facilities	High	1 - 2 Days	Yes	
<b>RISK MANAGEMENT</b>				
Property damage claims. Investigation Phase is controlled by Risk. Resolution of Claims and or Settlement for Damages time frame is affected by numerous factors outside the control of Risk. This includes coordination with insurance companies, determination of liability, and the willingness or lack thereof on behalf of the claimant to accept proposed resolution.				
Bodily Injuries Related to Slips/Trips/Falls	Normal	7 - 30 Days	No	Timeframe provided is in regards to investigation period. Completion date varies per claim and is dependent on liability, receipt of medical bills, attorney involvement, etc.
Fallen Trees	Normal	7 - 10 Days	No	Must determine if county tree or on private property, if tree is dead or alive and if there are prior complaints
Flooding	High	7 - 30 Days	Yes	Timeframe is determined on a case by case basis. Must determine liability, extent of damages
Guard Rail Damage	Normal	7 - 10 Days	No	County guardrail? If so, determine from accident report if there is insurance and subrogate.
Landscaping	Normal	5 - 7 Days	No	Must determine if county or contractor caused damage
Manhole Covers/Water Valves Missing	Normal	5 - 7 Days	No	
Potholes	Normal	5 - 7 Days	No	
Sewer Back-Up	High	7 - 30 Days	Yes	Severity of damage dictates completion time frame

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
Utility Cuts	Normal	5 - 7 Days	No	
SHERIFF'S OFFICE				
Abandoned Vehicle	Low	5 - 7 Days	Yes	
Homeless Activity	Normal	3 - 4 Days	Yes	
More Coverage	Low	3 - 4 Days	Yes	
Noise Complaint	Normal	3 - 4 Days	Yes	
Obstruction on Street	Normal	3 - 4 Days	Yes	
Speeding	Normal	3 - 4 Days	Yes	
TRANSIT				
Bus Driver Complaint	Normal	3 Days	No	
Bus Malfunction	High	3 Days	No	
Bus Stop/Shelter Maintenance	Normal	3 Days	No	
Paratransit Issue	Normal	3 Days	No	
Reckless Driving/Accident	Emergency	1 Day	No	
Request A Ride - Storm Transport	Emergency	1 Day	Yes	
Rural Transit Issue	Normal	3 Days	No	
Scheduling/Route Change Request	Low	10 Days	No	
Stop Complaint: Early/Late/Missed	Normal	3 Days	No	
Terminal Facility Issue	Normal	10 Days	No	
Transit Complaint	Normal	3 Days	No	
UTILITIES				
AUD - GIS				

GIS Survey Request      Normal      14 Days      No      Internal

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
AUD - METERING				
Meter Box/Lid Trouble	Normal	14 Days	No	Internal / External
Meter Leak	Normal	1 Day	Yes	Internal / External
Water Pressure Issue	High	1 Day	Yes	Internal / External
Water Turn Off Request	Normal	1 Day	Yes	Internal / External
Water Turn On Request	Normal	1 Day	Yes	Internal / External
LOCATES				
Locate Utilities - FG	High	14 Days	Yes	Internal, time varies depending on severity and location
Locate Utilities - Central	Normal	14 Days	Yes	Internal, time varies depending on severity and location
Locate Utilities - North	Normal	14 Days	Yes	Internal, time varies depending on severity and location
Locate Utilities - South	Normal	14 Days	Yes	Internal, time varies depending on severity and location
Locate Utilities - Large Project	Normal	14 Days	Yes	Internal, time varies depending on severity and location
SEWER				
CCTV Request	Normal	14 Days	No	Internal
Cleanout Issue	Normal	1 Day	Yes	External
CMOM Training	Normal	14 Days	No	Internal
Coordinator Time Entry	Normal	14 Days	No	Internal
Demolition Cap	Normal	14 Days	No	Internal
Equipment Maintenance	Normal	14 Days	No	Internal
Inspect for Cross Connection	Normal	14 Days	No	Internal
Lift Station Issue	High	14 Days	No	Internal
Line/Tap Locate	Normal	14 Days	No	Internal
Manhole Issue	Normal	1 Day	Yes	External



# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
Rodent Infestation	High	1 Day	Yes	External
ROW Clearing - Sewer	Normal	14 Days	No	Internal
Service Lateral Issue	Normal	1 Day	Yes	External
Sewer Back Up	High	1 Day	Yes	External
Sewer Collections Inspect	Normal	14 Days	No	Internal
Sewer Main Issue	Normal	1 Day	Yes	External
Sewer Odor	High	1 Day	Yes	External
SL RAT	Normal	14 Days	No	Internal
Tap Issue	Normal	1 Day	Yes	External
Time Entry	Normal	14 Days	No	Internal
Utility Cut Issue	Normal	14 Days	No	Internal
TAP SALES				
Water / Sewer Install Tap	Normal	14 Days	No	Internal
Water / Sewer New Service Quote	Normal	14 Days	No	Internal
Water / Sewer Pre Tap	Normal	14 Days	No	Internal
Water Install Offset Meter	Normal	14 Days	No	Internal
Water Install Tap	Normal	14 Days	No	Internal
WATER				
Curb Stop Issue	Normal	14 Days	No	Internal
Decorative Fountain Issue	Normal	14 Days	No	External
Discolored Water	High	1 Day	Yes	External
Dress Up	Normal	14 Days	No	Internal
Fire Flow Request Form	Normal	7 Days	No	External

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
Hydrant Troubles	High	7 Days	No	External
New Water Service Quote	Normal	14 Days	No	Internal
Relocate Meter	Normal	14 Days	No	Internal
ROW Clearing - Water	Normal	14 Days	No	Internal
Sand In Line	High	1 Day	Yes	External
Soil Testing	Normal	14 Days	No	Internal
Valve Box Trouble	Normal	7 Days	No	External
Water Distribution Inspect	Normal	14 Days	No	Internal
Water Leak	High	1 Day	Yes	External
Water Line Locate	Normal	14 Days	No	Internal
Water Relocate Service	Normal	14 Days	No	Internal
Water Valve Locate	Normal	14 Days	No	Internal
WATER QUALITY				
Water Quality	Normal	14 Days	No	Internal
WATER TREATMENT PLANT				
Accumulator Trouble	Normal	14 Days	No	Internal
Actuator Trouble	Normal	14 Days	No	Internal
Air Compressor Tank Trouble	Normal	14 Days	No	Internal
Analyzer Trouble	Normal	14 Days	No	Internal
Bar Screen Trouble	Normal	14 Days	No	Internal
Blower Trouble	Normal	14 Days	No	Internal
Control Panel Trouble	Normal	14 Days	No	Internal
Crane Trouble	Normal	14 Days	No	Internal

# SERVICE REQUEST AGREEMENT TABLE (EXHIBIT A)

Item 10.

Service Request Type	Priority (Emergency, High, Normal, Low)	Estimated Timeframe for Completion	After Hours Support	Notes
Dam Levee Trouble	Normal	14 Days	No	Internal
Feeder Trouble	Normal	14 Days	No	Internal
Filter Trouble	Normal	14 Days	No	Internal
Flood Control Structure Trouble	Normal	14 Days	No	Internal
Flood Control Valve Trouble	Normal	14 Days	No	Internal
Generator Trouble	Normal	14 Days	No	Internal
Grounds Trouble	Normal	14 Days	No	Internal
Instrumentation Trouble	Normal	14 Days	No	Internal
Lift Station Trouble	Normal	14 Days	No	Internal
Mixer Trouble	Normal	14 Days	No	Internal
Motor Trouble	Normal	14 Days	No	Internal
Piping Trouble	Normal	14 Days	No	Internal
Plant Valve Trouble	Normal	14 Days	No	Internal
Pressure Regulator Trouble	Normal	14 Days	No	Internal
Pump Trouble	Normal	14 Days	No	Internal
SCADA Trouble	Normal	14 Days	No	Internal
Scale Trouble	Normal	14 Days	No	Internal
Security Fence Trouble	Normal	14 Days	No	Internal
Security Trouble	Normal	14 Days	No	Internal
Structure Trouble	Normal	14 Days	No	Internal
Tank Trouble	Normal	14 Days	No	Internal
Unit Heater Trouble	Normal	14 Days	No	Internal
Well Trouble	Normal	14 Days	No	Internal



## Committee Meeting

Meeting Date: January 30, 2024

Approve Concept and Funding of Utilities Building Renaming of Thomas D. Wiedmier

<b>Department:</b>	Central Services
<b>Presenter:</b>	Director Lampkin
<b>Caption:</b>	Motion to approve the concept for the renaming of the Utilities building after Thomas D. Wiedmeier. Also, to include the approval of \$6,200.00 to Moog Signs for the installation.
<b>Background:</b>	On October 3, 2023, the Commission approved the renaming of Augusta Utilities/Engineering building located at 425 Walker Street, Augusta, GA. We have received the concept and pricing from Moog Signs in the amount of \$6,200.00.
<b>Analysis:</b>	On October 3, 2023, Augusta Commission approved the renaming of the Augusta Utilities/Engineering building. This approval is for the concept and payment for the installation should concept be approved.
<b>Financial Impact:</b>	Funding source is Central Services In-House Projects account number 101016214/53.19120 in the amount of \$6,200.00.
<b>Alternatives:</b>	(1) Do not approve concept and look for another alternative.
<b>Recommendation:</b>	Approve concept and funding
<b>Funds are available in the following accounts:</b>	Central Services In-House Projects 101016214/53.19120.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

THOMAS D. WIEDMEIER



AUGUSTA ENGINEERING DEPARTMENT



## Administrative Services Committee

Meeting Date: January 31, 2024

### 2024 Annual Bid Award – Procurement Department

**Department:** Procurement

**Presenter:** Geri Sams

**Caption:** Motion to approve of the following annual bid items, as the estimated annual purchases for these items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Annual Bid items- Phase II for: 24-008 Ground Support Equipment, 24-010 Gasoline and Diesel.

**Background:** Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code.

#### The Annual Bid Items for consideration are as follows:

#### Augusta Regional Airport: 2024 BUDGET RECOMMENDED AWARD

24-008: GSE Rental - \$200,000 – DBRT Good Year FBO and GSE Rental

24-010: Gasoline and Diesel - \$150,000 - Colonial Oil Industries

The recommendation for the award for 24-008 and 24-010 is for a one-year term with the option to extend for an additional year upon mutual consent of both parties. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code.

The annual bid items underwent a thorough and transparent sealed bid process, as mandated by the Augusta Procurement Code. Subsequent to this process, the respective User Departments diligently reviewed all submittals and have collaboratively formulated a comprehensive recommendation of award.

The Procurement Department has worked closely with the User Departments to ensure a meticulous evaluation of the bids received. The outcome of this collaborative effort is the attached recommendation, which reflects a balanced consideration of factors such as cost-effectiveness, quality, and compliance with our procurement guidelines.

Enclosed herewith, please find the detailed recommendation of award for your review and approval. We believe that the selected vendors not only meet but exceed the sp

requirements, and their proposals align with the principles of fairness, competitive transparency upheld by the Augusta Procurement Code.

**Analysis:**

The reason for seeking your approval is rooted in the fact that the User Department may need to submit requisitions for the purchase of items that exceed the \$25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54.

Section 1-10-54, under the "Authority of Administrator to make small purchases," clearly outlines that the Administrator is vested with the authority to make purchases, approve annual bids, and enter into professional services agreements without Commission approval for products, services, and annual bids not exceeding \$25,000.

In alignment with this provision, we seek approval for the bids, as they fall within the Administrator's purview for small purchases. The bid has undergone a meticulous review process by both the Procurement Department and the User Department, ensuring compliance with all relevant guidelines and standards.

Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.

**Financial Impact:**

User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility.

Importantly, the payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.

**Alternatives:**

Deny

**Recommendation:**

The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.

**Funds are available in the following accounts:**

User Department are responsible for the procurement of items within their approved 2024 Budget

**REVIEWED AND APPROVED BY:**

N/A





**Bid Item #24-008**  
**Ground Support Equipment (GSE) Rental**  
**Annual Contract for Augusta, GA, Regional Airport**  
**Bid Due: Wednesday, November 15, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 7**

**Total packages submitted: 2**

**Total Noncompliant: 0**

Vendors	DBRT Goodyear FBO, LLC 1658 S. Litchfield Rd., Bldg 110 Goodyear, AZ 85338			GSE - Rentals, Inc. 3750 NW 49th St. Miami, FL 33142		
Attachment B	Yes			Yes		
E-Verify Number	604944			527654		
SAVE Form	Yes			Yes		
Item Description	Approximate Quantity	Weekly Rental Each	Monthly Rental/Each	Approximate Quantity	Weekly Rental Each	Monthly Rental/Each
Towbarless Tug:120,000	2	N/A	\$13,400.00	2	N/A	No Quote
Towbarless Tug:70,000	1	N/A	\$12,000.00	1	N/A	\$3,175.00
Narrow body Push Back Tug	2	N/A	\$5,000.00	2	N/A	\$1,893.00
Aircraft Ground Power Units	8	N/A	\$2,900.00	8	N/A	\$2,115.00
Aircraft Lavatory Carts	4	N/A	\$1,200.00	4	N/A	\$954.00
Aircraft Portable Water Carts	2	N/A	\$600.00	2	N/A	\$685.00
Aircraft Baggage Tugs	6	N/A	N/A	6	N/A	\$2,975.00
Large Gulfstream size chocks	350	N/A	\$12.00	350	N/A	\$54.00
Towbar: 120,000 lbs	2	N/A	\$400.00	2	N/A	\$1,882.00
Towheads	25	N/A	\$250.00	25	N/A	See Attachment*
Round Trip Freight	\$29,000.00			See Attachment*		
Total	\$64,762.00					
Exceptions	YES			YES*		



### Invitation To Bid

Sealed bids will be received at this office until Wednesday, November 15, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 818 342 2642; Passcode: 164731 for furnishing:

**BID ITEM AUGUSTA REGIONAL AIRPORT - ANNUAL CONTRACT**  
**COMMODITY CODE (Bid Items may have more parent codes)**

No.	Bid Item Description	COMMODITY CODE (Bid Items may have more parent codes)
1	24-008 Ground Support Equipment (GSE) Rental	97-510
2	24-010 Supply of Gasoline and Diesel	40-518, 40-514, 40-515, 40-518, 40-509

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams Procurement Department  
 535 Telfair Street - Room 605, Augusta, Georgia 30901  
 706-821-2422

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department ARCBid. Bid documents may be obtained at the office of the Augusta, GA Procurement Department. Documents may be examined during regular business hours at Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to [procannualbids@augustaga.gov](mailto:procannualbids@augustaga.gov) to the office of the Augusta, Georgia Procurement Department by Friday, November 3, 2023 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

**Invitation for bids and specifications.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
 Attn: Geri A. Sams, Director of Procurement  
 535 Telfair Street, Room 605  
 Augusta, GA 30901

Fax: 706-821-2811 or Email: [procannualbids@augustaga.gov](mailto:procannualbids@augustaga.gov)

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GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle                      October 12, 19, 26 and November 2, 2023  
 Metro Courier                            October 12, 2023



Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way  
Augusta, Georgia • 30906

## MEMORANDUM

Date: December 14, 2023

To: Geri Sams, Procurement Director

From: Herbert Judon, Executive Director

Re: Letter of Recommendation – Carts #24-008 Ground Support Equipment (GSE) Rentals

The Airport recommends the award for bid item #24-008 Ground Support Equipment (GSE) to DBRT Good Year FBO, LLC for \$64,762,000. Additionally, DBRT Good Year FBO LLC. did not provide a proposal for the aircraft baggage tractors, so we look like award GSE- Rentals that portion of the bid for \$17,850 which does not include shipping cost.

The decision was mostly based on the age, reliability, and overall value of the rental items offered by DBRT Good Year FBO, LLC.

Please feel free to contact me with any questions or concerns you may have.



**Bid Opening Bid Item #24-010**  
**Supply of Gasoline and Diesel-Annual Contract**  
**For Augusta, GA – Augusta Regional Airport**  
**Wednesday, November 15, 2023 @ 11:00 a.m. via Zoom**

*Augusta*  
 G E O R G I A

**Total Number Specifications Mailed Out: 14**

**Total packages submitted: 4**

**Total Noncompliant: 0**

Vendors	Abbott Company 2834 Walden Dr. Augusta, GA 30904	Boswell Oil 150 Floyd Drive Athens, GA 30607	Colonial Oil Industries 101 North Lathrop Ave. Savannah, GA 31415	M. B. Jones Oil Company 402 East Broad St. Wrens, GA 30833
Attachment B	Yes	Yes	Yes	Yes
E-Verify Number	604944	296200	214681	707061
SAVE Form	Yes	Yes	Yes	Yes
Specifications	Net Mark-Up (\$ per Gallon)	Net Mark-Up (\$ per Gallon)	Net Mark-Up (\$ per Gallon)	Net Mark-Up (\$ per Gallon)
Unleaded Regular (min. 87 Octane)	-\$0.0510	\$0.0275	-\$0.0706	-\$0.010
Ultra Low Sulfur Diesel (Clear)	-\$0.0110	\$0.0295	\$0.0676	-\$0.010

24-010 OFFICIAL TAB SHEET

1 of 1

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GERI A. SAMS, Procurement Director

Publish:

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Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way  
Augusta, Georgia • 30906

## MEMORANDUM

**Date:** December 14, 2023

**To:** Geri Sams, Procurement Director

**From:** Herbert Judon, Executive Director

**Re:** Letter of Recommendation – Carts #24-010 Supply of Gasoline and Diesel

The Airport recommends the award for bid item #24-010 Supply of Gasoline and Diesel- Annual Contract to Colonial Oil Industries. After a review of all four proposals submitted, I support the decision to award Colonial Oil Industries the gasoline and diesel supply contract pending contract negotiations. Please provide guidance on the process to initiate contract negotiations.

Please feel free to contact me with any questions or concerns you may have.



## Finance Committee Meeting

January 30, 2024

South Data, Inc. Agreement

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the amended terms of service in the Richmond County Board of Assessors agreement with South Data, Inc. (mailing service vendor).
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





**BOARD OF ASSESSORS**

PROPERTY APPRAISAL OFFICE  
ROOM 120 MUNICIPAL BUILDING  
535 TELFAIR ST. AUGUSTA, GA 30901  
(706) 821-2310 – FAX (706) 821-2325  
[www.augustaga.gov](http://www.augustaga.gov)

**SCOTT ROUNTREE**  
**CHIEF APPRAISER**

**Finance Committee**  
**Meeting Date: January 30, 2024**

***BOARD OF ASSESSORS TERMS OF SERVICE AGREEMENT AMENDMENT WITH  
SOUTH DATA, INC.***

**Department:** Tax Assessors Office

**Presenter:** Scott Rountree, Richmond County Chief Appraiser

**Background:** The mailing services agreement between the Tax Assessors Office and South Data was implemented in May of 2014. Mailing services have increased due to inflation, and as such, the terms of the agreement have been amended to include three additional years and a fifteen percent increase in unit pricing overall.

**Analysis:** The agreement, as outlined, increased in unit price. The new pricing will result in a waiver of recovery charges that were changed in prior years to account for increases in materials costs. Overall mailing services expenses with the amended agreement will be comparable to those in 2023.

**Financial Impact:** Funding for mailing services is included in the approved Tax Assessors' 2024 operations budget. 101-01-5710/52-32117

**Alternatives:** N/A

**Recommendation:** Motion to approve the amended terms of service in the Richmond County Board of Assessors agreement with South Data, Inc. (mailing service vendor).



## AMENDMENT NO.1 TO Richmond County GA MAILING SERVICES AGREEMENT

This Amendment No. 1 (the “Amendment”) is effective as of \_\_\_\_\_, 2024 (“Amendment Effective Date”) and amends the Mailing Services Agreement (the “Agreement”) between SouthData, Inc., including its subsidiaries and other affiliated entities (“SOUTHDATA”), and Richmond County Board of Assessors (“CLIENT”) May 1st, 2014.

**WHEREAS**, SOUTHDATA and CLIENT desire to amend their Agreement in the manner set forth herein;

**WHEREAS**, capitalized terms used but not otherwise defined in this amendment (the “Amendment”) shall have the same meanings respectively ascribed to them in the Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements made and contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The following section is deleted and replaced in its entirety as follows:
2. **TERM OF AGREEMENT (Section 5)** The Term of this Agreement for Services is from February 1, 2024, to January 31, 2027, unless sooner terminated as provided herein. For the Term of the Agreement the CLIENT agrees to a price increase of fifteen percent (15%) reflected in the unit pricing listed below.

Real Notice of Assessment	<b>0.1522</b>	
Extra Pages / Inserts	<b>0.06</b>	
Personal Property	<b>0.1522</b>	
Returns	<b>0.26</b>	

3. When signed by an authorized signatory of The CLIENT, the new pricing will result in a waiver of recovery surcharges.
4. All other terms of the Agreement shall remain unchanged by this Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 as of the Amendment Effective Date by their duly authorized representatives.

Everview /South Data Inc.

Richmond County BOA

By:



Name: Enrique Genao

Title: Vice President

Date: 6/5/23

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Richmond County GA Billing Service Agreement

This Agreement is made the **1st day of May, 2014**, by and between **SouthData, Inc.**, a North Carolina corporation, with its primary office at 201 Technology Lane, Mount Airy, North Carolina 27030 (hereinafter "SouthData") and **Richmond County Board of Assessors** with its primary office at 500 Greene Street, Augusta GA 30901 (hereinafter "Client").

### 1. Exclusive Provider

- A. Client agrees that SouthData is the exclusive provider of color statements listed in Detailed Pricing and any addendum signed by both parties. Other specialized mailings are available from SouthData, but are not covered by this Agreement.

### 2. Responsibilities Of SouthData

- A. SouthData shall furnish, all labor, materials, equipment, quality control, and supervision needed to provide the following services:
  - i. Design and printing services to create products for use by Client.
  - ii. Computer processing services to process the billing data received from Client.
  - iii. Provide printing services to print information on the products.
  - iv. Handling services to fold, insert into envelopes, and deliver to the post office the printed products.
- B. SouthData shall mail the printed product within 2 business days following the written acceptance of the final proof by the client.
- C. SouthData shall provide training on purchasing procedures at no additional cost
- D. SouthData will replace, at no cost to Client, documents which are determined to be defective or substantially non-conforming with Client's order. However, in no event will SouthData be responsible for incidental or consequential damages sustained by Client or by third parties. All products and documents are sold "as is" with all faults and there is no warranty of merchantability or fitness for a particular use.

### 3. Responsibilities Of Client

- A. Client shall provide written approval of test documents as required.
- B. Client shall provide basic form layout, data layout, field placement and test data.
- C. Client shall provide SouthData with sufficient information related to the format and contents of the data transmission file to allow SouthData to develop the computer programs required to create the products.
- D. Client shall provide the information for all inserts within 5 business days prior to the mailing of the specified items.
- E. Client shall provide SouthData with the billing information in an agreed upon format and with sufficient timeliness to allow SouthData to print the products and deliver them.
- F. Client shall pay all invoices within **thirty (30) days**.
- G. Client shall be solely responsible for the content and information provided to SouthData. SouthData shall not be responsible for inaccuracies in billing data received from Client and compiled into the final billing format.
- H. Maintain a postage escrow account equivalent to one (1) months estimated postage usage or a mutually agreed upon amount.

#### 4. Charges For Service

- A. **Initial Account Setup** – If the client provides guidelines for a form design, test data, data layout and field placement then SouthData will provide the set-up with no charge to the client.
- B. **Programming Costs** - If programming is needed to process client data or to adhere to a client request then the client shall be charged for programming (see attached Detailed Pricing).
- C. **Processing Fees** – There are no processing fees or monthly or periodic charges for account maintenance, account availability, or online access for tracking orders.
- D. **Minimum Run Charge** – No minimum run charge will be invoiced for any statement orders.
- E. **Postage** – Postage is not included in the delivered price and will appear on the invoice. A postage escrow account is required. SouthData shall provide bar coding and sort the mail consistent with Postal Service standards.
- F. **Postal Compliance Service (Fulfilling US Post Office Requirements)** - The United States Postal Service mailings to meet certain USPS specifications. The Postal Rate Commission (PRC) states that Move Update will need to be processed within 95 days prior to the mailing. SouthData offers NCOA certification to the client (see attached Detailed Pricing). This service can be performed at the time the data is received for order processing. The service includes:
  - o **Delivery point verification** - The DPV System assists mailers in obtaining accurate delivery address information and facilitates identification of erroneous addresses contained in mailer address files.
  - o **Move Update Compliance/National Change of Address – NCOA link** updates name and address mailing lists with new addresses from individuals, families and businesses that have moved and have recorded their new address with the USPS data base.
  - o **Reporting of Move Update changes to the client** – This allows the client to receive the most current address information for updating the records within their data file.
- G. **Prices For Standard Items** – Prices for the items in this contract may be viewed on the Detailed Pricing page attached to this Agreement.
- H. **Pricing Changes** – The cost reflected in this proposal is based on the current cost of raw materials. Therefore, the quoted costs are valid for 3 (three) years. After that date, we reserve the right to review the quoted costs in this proposal based on current market conditions.

#### 5. Term Of Agreement

This Agreement shall commence on May 1, 2014. The initial term of this Agreement shall be through April 30, 2017. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Article of this Agreement; and (iii) terminate absolutely, with no further renewals, on April 30, 2019, unless extended by written amendment; (iv) The contract will be established as a three (3) year program with two (2) automatic one year (1) renewal; (v) Augusta may elect to renew this Agreement up to two (2) times, by the mutual written consent of the parties, unless earlier terminated. Subject to the limitations of sub-parts “i”, “ii” and “iii” of this paragraph, each renewal term shall be for one (1) year as follows:

1st renewal term- May 1, 2017 to April 30, 2018

2nd renewal term- May 1, 2018 to April 30, 2019

#### 6. Cancellation

This Agreement may be cancelled for a documented breach of the terms of the Agreement. The party wishing to cancel the Agreement must provide notice of cause in writing and allow the other party thirty (30) days to remedy the breach. If the breach is not remedied within the thirty-day period, a final written

notice must be provided to the breaching party. The Agreement will be cancelled thirty (30) days from receipt of the final notice.

**7. Insurance**

During the term of this Agreement, SouthData shall maintain at its expense, liability, property, vehicle and workmen's compensation insurance sufficient to meet the requirements of the State of Georgia.

**8. Independent Contractor**

SouthData acknowledges that it is at all times performing as an independent contractor. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the parties.

**9. Severability**

If any part of this Agreement is found to be invalid or unenforceable, the remaining parts of the Agreement shall continue in force.

**10. Waiver Ability**

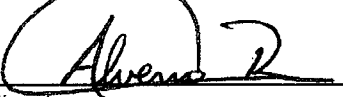
A party's waiver of a breach of any item of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement.

**11. Governing Law**

The laws of the state of North Carolina shall govern the provisions of this Agreement.

In Witness Whereof, the parties have caused the execution of this instrument, by authority duly given on the day and year first written above.

Richmond County Board of Assessors

  
Signature

ALVARO ROSS, CHIEF APPRAISER  
Printed Name and Title

SouthData, Inc.

  
Signature

ALAN CONNOLLY - E.V.P.  
Printed Name and Title

May 06, 2014

DETAILED CLIENT REQUIRED INFORMATION

Company Name: RICHMOND COUNTY TX ASSESSORS OFFICE

Billing Address: 530 GREENE ST

Mailing Address: 530 GREENE ST

Shipping Address: 530 GREENE ST - AUGUSTA, GA 30901

Contact Information for all Users:

User #1

Name: ALVENO ROSS

Email: gross@augustaga.gov

Phone: (706) 821-1765

User #2

Name: NEITA COLEMAN

Email: ncoleman2@augustaga.gov

Phone: (706) 821-1765

User #3

Name: NANCY GREER

Email: ngreer@augustaga.gov

Phone: (706) 821-1765

Software: \_\_\_\_\_

Market: Government

Name of Account Executive: Andrew S. Blood

## DETAILED PRICING SCHEDULE

This Detailed Pricing Schedule is made this the 1st day of May, 2014, by and between **SouthData, Inc.** (hereafter "SouthData") and **Richmond County Board of Assessors** (hereafter "Client").

### Mailing Services – No postage included

<b>Assessment Notice</b> (Per Notice) .....	\$0.125
80,000 Annually	
8.5 x 11, Black/White	
No backer	
#10 Custom envelope	
<b>Personal Property Returns</b> (Per Return).....	\$0.22
5,000 Annually	
(5) Printed Pages, (3) 8.5 x 11 duplex sheets, Black and White	
#10 Custom envelope	
<b>Solid Waste Insert</b> (Per Insert).....	\$0.10
80,000 Annually	
8.5 x 11	
Full Color, front and back	
Inserting	
<b>Custom Envelope Printing</b> (Per Envelope).....	\$0.03
Black ink Only	

<b>Postage</b> .....	At Cost
<b>Client Website Access, Processing, Folding, Inserting</b> .....	No Charge
<b>Setup Fees</b> .....	No Charge

### NCOA/DPV Services

<b>Annual Fee</b> .....	\$200.00
Covers all records submitted and error code reports	

### File Delivery

Via DVD's (per DVD).....	\$50.00
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### Custom Programming

<b>Custom Programming</b> (per hour).....	\$125.00
For additional services outside of current software capabilities (Customized Graphs, Suppression, Charts, QR Codes, etc.) Written approval must be given by the client.	

Envelope Print	N	
Stapling	N	
Assembly of Mailing (collate, fold, staple, insert)	N	

<b>Coupon Book Options</b>		
	Y/N	Amount
# 6 Remittance Envelopes (Pack of 4)	N	
# 6 Remittance Envelopes (Pack of 12)	N	
Additional #6 Remittance Envelope	N	
Additional Payment Coupon	N	
Message Coupon (Black & White Laser Insert)	N	
Message Coupon (Color Laser Insert)	N	
Merged Coupon	N	
Labels (Sheet of 12 Labels)	N	
Bound Insert	N	
Loose Insert	N	
Inserting Client Provided Item(s)	N	

<b>Statement Options</b>		
	Y/N	Amount
Additional Statement Page	Y	0.05
Additional Estatement Page	N	
Print on the back of the Statement (Black & White)	N	
Print on the back of the Statement (Color)	N	
Additional #9 remittance Envelopes	N	
Invoice Statement	N	

<b>Additional Charges</b>		
	Y/N	Amount
Data Entry Fee (Per Record)	N	
Data Correction Fee (Per Record)	N	
MRC (Minimum Run Charge)	N	
Householding Fee (Government Clients)	N	
Multi-Record Grouping Fee (Per Record Fee)	N	
Document PDF	N	
Postage Minimum Due Up-Front	N	
Postage Escrow	N	
CD (Price per each CD)	N	
CD (Additional CD Charge)	N	



<i>Postal Services Billing</i>		
	<b>Y/N</b>	<b>Amount</b>
Enable Annual NCOA Billing	N	
NCOA Annual Fee	N	
NCOA Annual Date	N	
NCOA Suppression Fee	N	
Enable IMB Tracing	N	
IMB Tracing Fee	N	
IMB Tracing Monthly Billing Cycle	N	
Return Mail Fee	N	
Corrected Return Mail Fee	N	

<i>REVO Billing</i>		
	<b>Y/N</b>	<b>Amount</b>
REVO Monthly Fee	N	
SouthData's REVO Setup Fee	N	
SouthData's REVO Monthly Fee	N	
REVO Echeck Transaction Fee	N	



## NEW VENDOR INFORMATION FORM

Georgia Law requires all companies have an E-Verify User Identification Number (Company I.D.) on or after July 1, 2009. Beginning January 1, 2012 all vendors must provide an E-Verify number at the time of requesting to be added to the Augusta, Georgia vendor data base.

- **If you currently do not have an E-Verify account:** Visit the following website [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify). Located on the right side of the Screen, you will find the "Enroll in E-Verify" tab. Follow the instructions to complete and receive your E-Verify number. For additional e-verify information please visit the **State of Georgia** website: [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf) or <https://e-verify.uscis.gov/enroll/>.
- **If you are enrolled:** Your E-Verify number has 5-6 digits that can be found on the top left side of the employer's E-Verify Memorandum of Understanding (MOU). To access the MOU, you will be required to log into the E-Verify system. Go to the "Edit My Company" page and click on the tab at the bottom of the page entitled "MOU." Your E-verify number will be in the top left-hand corner of the document.

**Please complete the form below. All fields must be completed before a new vendor can be added to our data base.**

**VENDOR NAME** \_\_\_\_\_ SouthData, Inc \_\_\_\_\_

**CONTACT NAME** \_\_\_\_\_ Andrew Blood \_\_\_\_\_

**ADDRESS** \_\_\_\_\_ 201 Technology Lane \_\_\_\_\_

\_\_\_\_\_ Mount Airy, NC 27030 \_\_\_\_\_

**PHONE #** \_\_\_\_\_ 706-339-1997 & 800-549-4722 \_\_\_\_\_

**E-VERIFY #** \_\_\_\_\_ 258333 \_\_\_\_\_

**FEDERAL TAX ID #** \_\_\_\_\_ 56-1475336 \_\_\_\_\_

**User Dept. Name:** \_\_\_\_\_ **Please return by fax to:** \_\_\_\_\_



## Finance Committee

**January 30, 2024**

### Capital Account Line for Mayor's Office

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	The addition of a capital account line to the Mayor's budget for our surplus funds from the 2023 budget. <b>(Requested by Mayor Garnett Johnson)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

**From:** Brennan Meagher  
**Sent:** Wednesday, January 24, 2024 1:17 PM  
**To:** Lena Bonner  
**Cc:** Natasha L. McFarley; Mayor Johnson; Jasmine Sims  
**Subject:** Agenda Item

Ms. Bonner,

Hope all is well. Mayor Johnson is requesting two items be added to next week's Committee Agenda. The details on these requests are below.

1. Finance: The addition of a capital account line to the Mayor's budget for our surplus funds from the 2023 budget.
2. Public Service: Discussion on the appearance of the city.

Thank you for your assistance. Please don't hesitate to contact me with any questions or concerns.

Best,

**Brennan Meagher, MPA | Communications and Community Liaison**  
**Augusta, GA Government**

Office of the Mayor  
 535 Telfair St Ste 200 | Augusta, GA 30901 | [www.augustaga.gov](http://www.augustaga.gov)

**Office** (706) 821-1833 | **Cell** (706) 993-7961

**Email:** [bmeagher@augustaga.gov](mailto:bmeagher@augustaga.gov)

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AED:104.1





## Finance Committee

Meeting Date: January 30, 2024

### AO ARP Balance

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<b>Department:</b>	Administrator's Office
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Motion to discuss current ARP balance and previously requested allocations.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## American Rescue Plan Funding Allocations FY 2021- 2024

	Adopted Obligations	Estimated Actuals thru 01.18.24	Encumbrances as of 01.18.24	Balance as of 01.18.24
<b>Completed Obligations:</b>				
<i>VaxUP Augusta:</i>				
Medical Associates Plus	225,000	225,000	-	-
Board of Health	426,874	426,874	-	-
Christ Community Health	112,500	112,500	-	-
Augusta University	12,190	12,190	-	-
Nightingale	80,980	80,980	-	-
Admax Advertising	1,490	1,490	-	-
Augusta Entertainment Complex	650	650	-	-
<i>Marshal Body Cameras:</i>				
Axon Enterprise - Marshal Body Cameras	591,509	591,509	-	-
<i>One-Time Projects:</i>				
COVID-19 Vacation Pay	1,036,540	1,036,511	-	29
One Time Supplement Payment	3,732,260	3,732,259	-	1
RCCI Guards for SWU	380,250	332,719	-	47,531
IT Licenses for Cybersecurity	338,040	332,000	-	6,040
Transit Transfer from GF	2,698,300	2,698,300	-	-
Trane Contract	3,000,000	3,000,000	-	-
Appropriation for Greater Augusta Black Chamber approved 4.19.2022	500,000	500,000	-	-
MOU with Augusta Boxing Club approved 6.30.2022	300,000	300,000	-	-
Augusta Public Library System Appropriation approved 12.6.2022	500,000	500,000	-	-
Diamond Lakes - Mach Academy Appropriation	150,000	150,000	-	-
State Court Position approved 3.1.2022	125,000	125,000	-	-
Charles B. Webster Detention Center Renovations approved 4.18.2023	1,000,000	855,283	144,716	1
Augusta Public Library System approved 6.6.2023	1,300,000	1,300,000	-	-
Vacant Lot Cleanup	185,000	185,000	-	-
Illegal Dumping Initiative	500,000	63,171	436,829	-
Henry Brigham Community Center Change Order approved 6.29.2023	394,610	-	394,606	4
Serenity Health Appropriation approved 12.6.2022	25,000	25,000	-	-

## American Rescue Plan Funding Allocations FY 2021- 2024

	Adopted Obligations	Estimated Actuals thru 01.18.24	Encumbrances as of 01.18.24	Balance as of 01.18.24
Saturday Market	150,000	150,000	-	-
Completed Obligations Subtotal	17,766,193	16,736,436	976,151	53,606
<b>Obligations In Progress:</b>				
Pay Plan Supplement	11,482,944	8,571,046	-	2,911,898
Health Insurance Claims	6,000,000	4,750,000	-	1,250,000
Payment of Subsidy to Ambulance Provider	2,600,000	1,950,000	-	650,000
Revenue Replacement to GF	15,309,003	9,235,281	-	6,073,722
Fire Equipment/Protective Clothing	2,500,000	992,096	302,164	1,205,740
3-FTE in Finance	600,000	86,605	-	513,395
4-FTE in Public Defender	660,000	330,559	-	329,441
2-FTE in Board of Elections	375,000	272,611	-	102,389
Meters for Utilities	6,000,000	-	-	6,000,000
Blight/Affordable Housing	1,000,000	500,000	-	500,000
Fire Department Lexipol Contract approved 3.30.2022	123,100	84,079	-	39,021
Repairs for Diamond Lakes Scoring Towers approved 5.3.2022	500,000	494,978	3,724	1,298
Fire Dept Capital Purchases approved 10.18.2022	3,500,000	3,400,000	-	100,000
Sheriff Dept Security Camera Enhancements approved 11.1.2022	300,000	229,600	70,000	400
Sue Reynolds Community Center Renovations approved 12.6.2022	200,000	-	-	200,000
ESD Demolition Program; approved in 2023 Adopted Budget	1,175,000	433,530	95,085	646,385
New Park Equipment for Eastview Park approved 8.15.2023	150,000	-	-	150,000
<i>Henry Brigham Community Center:</i>				
Henry Brigham Community Center Improvement approved 6.21.2022	1,600,000	-	-	1,600,000
<i>Street Lighting:</i>				
Deficit Adjustment	3,813,400	2,632,000	-	1,181,400
Greene Street Lighting	800,000	-	366,368	433,632
Windsor Spring Rd Corridor approved 9.5.2023	600,000	-	-	600,000
Expansion Plan	786,600	-	-	786,600
Jimmie Dyess Parkway	500,000	-	-	500,000



American Rescue Plan Funding Allocations  
FY 2021- 2024

	Adopted Obligations	Estimated Actuals thru 01.18.24	Encumbrances as of 01.18.24	Balance as of 01.18.24
<i>Quickstrike:</i>				
DDA	1,000,000	725,000	-	275,000
Windsor Spring Landscape Irrigation	550,000		550,000	-
RCCI Roadway & Vegetation Maintenance	265,000	160,725	-	104,275
<i>Parks (Public Spaces):</i>				
Riverwalk	1,200,000	212,190	-	987,810
Obligations in Progress Subtotal	63,590,047	35,060,299	1,387,341	28,529,748
Grand Totals	<u>81,356,240</u>	<u>51,796,735</u>	<u>\$ 2,363,492</u>	<u>28,583,354</u>
ARPA AWARD		\$ 82,348,868		
Unobligated		\$ 992,628		
Unspent Balance		\$ 28,188,641		



### Finance Committee

Meeting Date: January 30, 2024

AO SPLOST 9 Work Session

<b>Department:</b>	Administrator's Office
<b>Presenter:</b>	Takiyah A. Douse, Interim Administrator
<b>Caption:</b>	Motion to approve a SPLOST 9 planning work session on Wednesday, February 21, 2024, at 2pm.
<b>Background:</b>	
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve a SPLOST 9 planning work session on Wednesday, February 21, 2024, at 2pm.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Commission Meeting

February 6, 2024

Mr. Donald Dorr

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to approve the appointing of Mr. Donald Dorr to the Augusta Canal Authority representing District 6.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

---

**From:** Commissioner Tony Lewis  
**Sent:** Monday, January 22, 2024 2:46 PM  
**To:** Lena Bonner  
**Subject:** Canal Authority Appointment

Good afternoon Mrs Bonner, I would like to place Mr Donald Dorr on the commission agenda as my appointee to the Canal Authority.

Kindest Regards

Tony Lewis

Get [Outlook for iOS](#)

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AED:104.1





## Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

<b>Title</b>	Mr.		
<b>First Name *</b>	Donald		
<b>Middle Name *</b>	n/a		
<b>Last Name *</b>	Dorr		
<b>Suffix</b>			
<b>Date Of Birth *</b>	7/16/1959		
<b>Address *</b>	Street Address 3905 Beacon Pl Address Line 2 City Augusta State / Province / Region GA Postal / Zip Code 30906 Country United States		
<b>Home Phone *</b>	7062318326		
<b>Work Phone</b>			
<b>Registered Voter *</b>	<input type="radio"/> District 1 <input type="radio"/> District 2 <input type="radio"/> District 3 <input type="radio"/> District 4 <input type="radio"/> District 5 <input checked="" type="radio"/> District 6 <input type="radio"/> District 7 <input type="radio"/> District 8 <input type="radio"/> None		
<b>Marital Status *</b>	Married		
<b>Education *</b>	College Degree		
<b>Race *</b>	Black		
<b>Gender *</b>	Male		
<b>Occupation *</b>	retired		
<b>Interests</b>			

### Commissions, Authorities, & Boards

**Volunteer For \*** Augusta Canal Authority  
 Click add below to apply for more than one board.

\*

I currently have relatives working for the City of Augusta

☐ Yes ☒ No

\*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes ☒ No

I would like to receive an email confirmation of my submission.

☒ Yes ☐ No

Email

dmix952@protonmail.com



### Meeting Name

Meeting Date: January 30, 2024

### Dedication of Water and Sanitary Sewer for Wedgewood

---

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Dedication of Water and Sanitary Sewer for Wedgewood
<b>Background:</b>	During the construction of Wedgewood subdivision, off Peach Orchard Road, a water system and a gravity sanitary sewer system were laid.
<b>Analysis:</b>	The water and gravity sanitary sewer systems have passed all testing and are ready to be added to Augusta's system.
<b>Financial Impact:</b>	Future payments of water and sanitary sewer from homes constructed in this area.
<b>Alternatives:</b>	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Wedgewood.
<b>Recommendation:</b>	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in Wedgewood.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION**  
**Water and Gravity Sanitary Sewer Systems**  
**Private Streets (Streets may be dedicated at a later date.)**  
**WEDGEWOOD**

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

**WHEREAS, LAND TO LOTS, LLC.,** a company established under the laws of the State of South Carolina, as the Grantor (hereinafter known as “DEVELOPER”) owns a tract of land in Richmond County, Georgia, on the southern side of Peach Orchard Road (U. S. Route 25), formerly known as 3810 Peach Orchard Road, and DEVELOPER has constructed a housing subdivision named WEDGEWOOD, on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

**WHEREAS,** it is the desire of DEVELOPER to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA,** as the Grantee (hereinafter known as “AUGUSTA”), a political subdivision of the State of Georgia, acting by and through the Augusta Commission, for maintenance and control; and

**WHEREAS,** the road rights-of-way and storm drainage system will remain private, until such time as the DEVELOPER is allowed to dedicate them to AUGUSTA; and

**WHEREAS,** until such time that the rights-of-way and storm drainage system are dedicated to AUGUSTA the maintenance, repair, replacement and control (or any other issues

arising from the rights-of-way and storm drainage system) of the storm drainage system and the road and street system (rights-of-way) will be strictly the responsibility of DEVELOPER; and

**WHEREAS**, a final plat of the above stated subdivision has been prepared by Echols Survey & Construction Services, dated July 24, 2023, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Plat Book 18 Pages 193-195, reference herein made to said plat for a more complete and accurate description as to the land herein described and which is made a part hereof by reference; and

**WHEREAS**, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

**WHEREAS**, DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

**NOW, THEREFORE**, this indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between DEVELOPER and AUGUSTA,

#### **W I T N E S S E T H:**

That DEVELOPER, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors, assigns and legal representatives, the following, to-wit:

Exclusive 20-foot easement(s), unless otherwise noted, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivisions, as shown on the aforementioned plat, and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER.

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivisions, as shown on the aforementioned plats and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER, including, but not limited to Red Haven Court, Suncrest Court, and Autumn Gold Court.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

For the duration of the time that the rights-of-way remain private, DEVELOPER, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its successors, assigns and legal representatives, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under DEVELOPER.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

DEVELOPER:

LAND TO LOTS, LLC

RtL  
Witness

By: [Signature]  
Jeff Skeris  
As Its: President

Kaliska Vazquez  
Notary Public

State of South Carolina County of Lexington

My Commission Expires: 01/19/2033

(Notary Seal)



(Signatures continue on next page.)

ACCEPTED:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

## FINAL PLAT &amp; ASBUILT SURVEY FOR:

## WEDGEWOOD

SHEET 1 OF 3

D: PLAT B: 18 P: 193  
 Recorded: 10/18/2023 03:38 PM  
 Doc # 2023027488 Pages: 3 Fees: \$30.00  
 Hattie Holmes Sullivan  
 Clerk of Superior Court, Augusta-Richmond County, GA  
 eFile Participant ID: 600658380

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

## OWNER/DEVELOPER/PRIMARY PERMITEE

LAND TO LOTS LLC  
 90 NORTH TOWER DRIVE  
 IRMO, SOUTH CAROLINA

Re-record  
 Reference: Contact: Jacob Wilkerson  
 803-240-3822

Plat B: 18, P: 167  
 Recorded 09/01/2023, 3:55pm

## PROJECT DATA

WEDGEWOOD (PEACH ORCHARD)

TAX MAP PARCEL: 181-1-001-00-0  
 ZONING-R-1D, ONE FAMILY RESIDENTIAL  
 TOTAL ACRES= 37.59 ACRES  
 DISTURBED ACREAGE 21.29 ACRES  
 UNDISTURBED ACREAGE: 16.25 ACRES

THE DECLARATION OF CONDOMINIUM FOR WEDGEWOOD IS RECORDED IN DEED BOOK  
 PAGE \_\_\_\_\_ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEDGEWOOD IS RECORDED IN  
 DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

## LOT DESCRIPTIONS:

74 RESIDENTIAL LOTS  
 0 OFF STREET PARKING  
 2 DETENTION POND (DEDICATED TO AUGUSTA)  
 3 COMMON AREAS

ACREAGE:  
 TOTAL ACREAGE: 37.59 ACRES

RESIDENTIAL LOTS: 11.86 ACRES  
 STREET RIGHT-OF-WAY: 4.14 ACRES  
 DETENTION BASINS: 2.47 ACRES  
 COMMON AREAS: 19.12 ACRES

## FLOOD AREA LIMITATIONS:

- 1) NO DEVELOPMENT WHATSOEVER, INCLUDING THE DETENTION POND, WILL BE ALLOWED IN THE 1% ANNUAL CHANCE FLOODPLAIN, WETLANDS, OR STATE WATER BUFFER.
- 2) THE FINISHED FLOOR ELEVATION FOR EACH LOT SHALL BE A MINIMUM OF THREE (3) FEET ABOVE THE BASE FLOOD ELEVATION IN THE SUBDIVISION.

## CONTRACTOR'S CERTIFICATION BLOCK:

"ALL WATER LINE MATERIAL IS CONSTRUCTED OF C900 PVC CL 200 (UNLESS OTHERWISE NOTED) AND ALL SANITARY SEWER LINES ARE CONSTRUCTED OF SDR-35 PVC PIPE (UNLESS OTHERWISE NOTED)"

CONTRACTOR: *Ben Echols* DATE: 9/28/23

## NOTES:

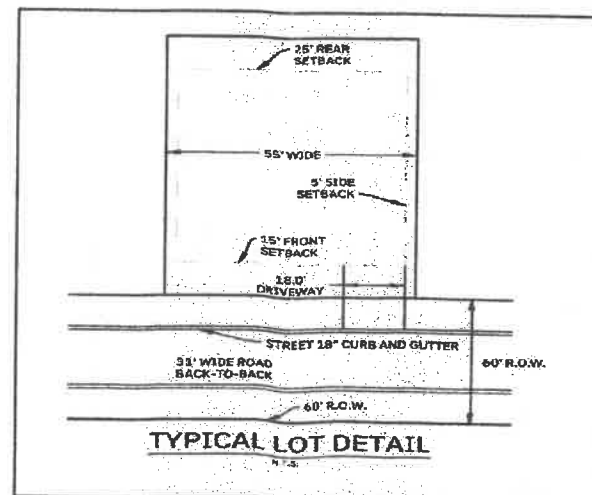
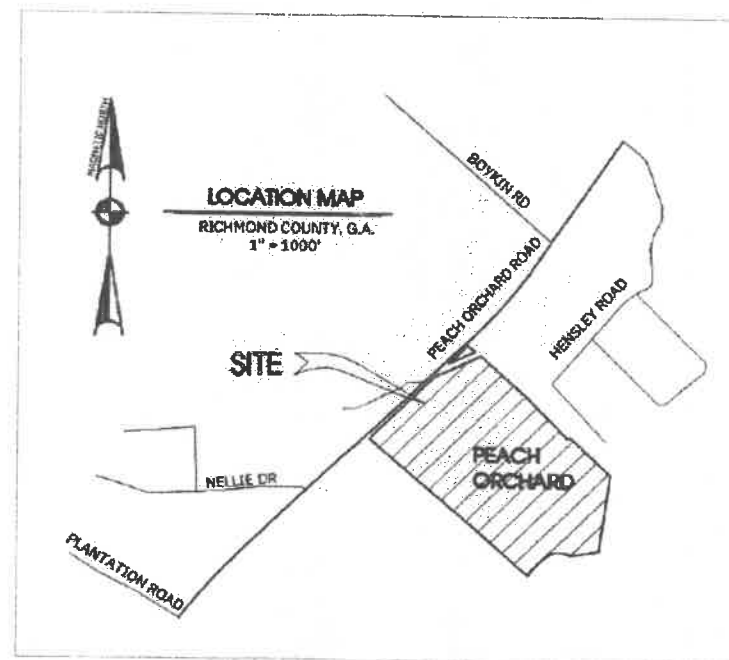
- 1.) ALL COMMON AREAS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- 2.) THE STORM WATER COLLECTION AND DETENTION FACILITIES SHALL BE DEEDED TO AUGUSTA-RICHMOND COUNTY.
- 3.) THE CITY OF AUGUSTA, GEORGIA SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIR OR SITE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.
- 4.) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.
- 6.) STATE PLANE COORDINATES HORIZONTAL NAD 1983 / VERTICAL DATA 1988
- 7.) 20' UTILITY EASEMENT ON WATER AND SEWER LINES TO BE DEEDED TO RICHMOND COUNTY. EASEMENT TO BE 10' RIGHT AND LEFT OF ALL WATER AND SEWER LINES.
- 8.) RESERVING FIVE FOOT EASEMENTS ALONG ALL SIDE LOT LINES AND TEN FOOT EASEMENTS ALONG ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN, FOR DRAINAGE AND UTILITIES.

3810 PEACH ORCHARD ROAD  
 PROPERTY LOCATED IN AUGUSTA-RICHMOND COUNTY,  
 GEORGIA

PREPARED BY:  
 ECHOLS SURVEYING & CONSTRUCTION SERVICES  
 1389 THOMSON ROAD  
 WASHINGTON, GEORGIA 30673  
 ben@echolssurveying.com  
 706-338-6303  
 PLAT DATE: 07/24/2023

PROJECT NUMBER: S-939

LAND DISTURBANCE PERMIT: 2022-034 LD



PLEASE NOTE THAT THE FINAL ADDRESS SHOULD MATCH WHERE THE FINISHED DRIVEWAY IS LOCATED.  
 WHEN PERMITS ARE REQUESTED PLEASE USE THE ADDRESS THAT MATCHES THE LOCATION OF THE FINISHED DRIVEWAY.

Equipment used: CARLSON BRX7/TRIMBLE VRS  
 HRMS: .098425 VRMS: 0.164042 PDOP: 1.0  
 Adjusted by: Least Squares  
 Field Work Completed on: 08/28/2023

STATE PLANE COORDINATE DATUM  
 NAD 83 GEORGIA EAST ZONE  
 ALL COORDINATES ARE GROUND COORDINATES.

VERTICAL DATUM  
 ALL ELEVATIONS SHOWN ARE NAVD 88.

## Surveyor's Certification:

"I hereby certify that the information shown hereon represents a Field Survey made under my supervision on 1/18/2023. I further certify that all information depicted is a correct representation of actual field conditions and that all horizontal and vertical dimensions and grade lines are a true representation of existing conditions at the time of survey."

*Ben Echols*

07/24/2023

BENJAMIN O. ECHOLS  
 GA PLS NUMBER 3320  
 1389 THOMSON ROAD  
 WASHINGTON, GA 30673  
 ben@echolssurveying.com  
 706-338-6303

APPROVED FINAL PLAT  
(NOT VALID UNTIL SIGNED)

## AUGUSTA COMMISSION

DATE APPROVED: August 5, 2023

*Ben Echols*  
 Chairman  
*Shirley Brown*  
 Clerk

APPROVED FINAL PLAT  
(NOT VALID UNTIL SIGNED)AUGUSTA-RICHMOND COUNTY  
PLANNING COMMISSION

DATE APPROVED: August 7, 2023

*Clayton Pittman Jr*  
 Chairman  
*Carla Delaney*  
 Secretary



Re-record

Reference:

Plat B: 18, P: 168

Recorded 09/01/2023, 3:55pm

LEGEND

- #4 Rebar Set (RBS)
- Iron Pin Found As Described
- Sanitary Sewer Manhole
- Sanitary Sewer Service
- Fire Hydrant & 6" Valve
- Water Valve
- Water Service (3/4" Unless Otherwise Noted)
- Record Stone Not Found

**FLOOD NOTE:**  
ACCORDING TO OFFICIAL F.I.A. FLOOD HAZARD MAP 13245C0210G DATED NOVEMBER 15, 2019, A PORTION OF THE SUBJECT PROPERTY IS OUTSIDE THE UNSHADED ZONE "X", NOT A DESIGNATED 100-YEAR FLOOD PRONE AREA. THE PORTION OF THE SUBJECT PROPERTY WITHIN THE ZONE AE SPECIAL FLOOD HAZARD AREA REMAINS AS WAS AND UNCHANGES BY THIS FLOOD.

- All deed book references shown herein are recorded in the Clerk of Superior Courts office of RICHMOND County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owner deed references were provided by the Clerk of Superior Courts office of RICHMOND County, Georgia and are not guaranteed as to accuracy or completeness.
- Stations were visible on the date of survey are shown hereon.
- Locations are accurate only where dimensions.
- The certification, as shown hereon, is a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.
- The Surveyor complies with the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) 43-44-47 as amended by HB 1004 (2016), in that where a conflict exists between these two sets of specifications, the requirements of law prevail.
- This entire survey was performed using GPS Equipment. Redundant observations were taken at each property corner with all points having a horizontal positional accuracy of 0.6 feet or less.
- This plat is subject to all easements, rights-of-way, and protective covenants of record.

CURVE DATA				
Id	Radius	Arc Length	Degree	Chord
C1	17.00	25.98	337°02'02"	23.33
C2	515.74	34.93	11°09'34"	34.93
C3	272.91	20.21	20°59'39"	20.20
C4	423.21	55.11	13°32'19"	55.07
C5	468.19	55.11	12°14'16"	55.07
C6	60.00	47.43	85°29'19"	48.21
C7	60.00	66.46	95°29'20"	65.64
C8	60.00	70.94	95°29'20"	66.93
C9	60.00	68.82	95°29'20"	64.94
C10	60.49	13.00	94°30'01"	12.97
C11	17.50	22.77	327°24'15"	21.20
C12	470.00	52.41	12°11'29"	52.38
C13	489.93	13.41	12°11'32"	13.41
C14	470.00	74.16	12°11'26"	74.09
C15	17.00	25.89	337°02'02"	23.33
C16	170.00	20.17	337°42'11"	20.16
C17	220.00	50.27	28°02'37"	50.16
C18	220.00	100.94	28°02'37"	100.06
C19	60.00	136.78	95°29'35"	109.03
C20	60.00	60.89	95°29'35"	59.31
C21	60.00	70.84	95°29'35"	66.86
C22	17.50	11.85	327°24'16"	11.72
C23	17.50	11.19	327°24'17"	11.09
C24	281.82	28.52	20°19'51"	28.50
C25	281.81	55.34	20°19'52"	55.25
C26	281.82	55.34	20°19'51"	55.25
C27	281.82	55.32	20°19'52"	55.24
C28	281.82	55.86	22°08'12"	55.85
C29	17.00	25.96	337°02'02"	23.33
C30	17.00	25.98	337°02'04"	23.33
C31	470.00	48.23	12°11'26"	48.21
C32	470.00	13.37	12°11'26"	13.37
C33	17.50	10.39	327°24'17"	10.24
C34	17.50	12.02	327°24'14"	11.78
C35	60.00	70.95	95°29'35"	66.91
C36	60.00	60.74	95°29'35"	59.18
C37	60.00	50.10	95°29'35"	48.86
C38	60.00	83.41	95°29'20"	76.86
C39	532.06	55.10	10°48'08"	55.07
C40	530.02	53.15	10°48'08"	53.15
C41	350.00	55.23	19°22'13"	55.17
C42	100.00	45.89	57°17'45"	45.48
C43	400.00	73.05	14°19'25"	73.05
C44	400.00	78.09	14°19'25"	78.09
C45	400.00	44.29	14°19'25"	44.29
C46	381.36	18.89	15°01'26"	18.89
C47	350.00	54.15	19°22'13"	54.15
C48	55.50	72.59	101°24'02"	67.70
C49	15.56	28.01	262°59'18"	25.69
C50	51.78	58.51	119°39'37"	55.45
C51	45.73	101.73	122°36'22"	85.92
C52	60.00	61.28	63°38'43"	60.08
C53	45.00	85.33	127°18'26"	73.11

BEARINGS & DISTANCES

Id	Bearing	Distance
L1	N 63°15'25" E	60.97
L2	N 64°24'56" E	66.76
L3	S 48°37'05" E	94.55
L4	S 87°53'28" W	272.85
L5	N 01°29'22" E	91.35
L6	N 74°14'16" E	41.31
L7	N 88°38'04" E	133.71
L8	S 57°03'19" E	21.35
L9	S 82°41'10" E	42.53
L10	S 14°28'45" W	21.51
L11	S 30°48'19" W	133.48
L12	S 11°50'44" E	206.77
L13	N 82°05'44" W	30.50
L14	N 69°13'10" W	72.33
L15	N 85°38'41" W	42.79
L16	S 78°12'05" W	33.59
L17	N 68°15'30" W	40.19
L18	N 00°06'00" E	57.52
L19	N 00°54'03" W	52.40
L20	N 20°44'28" W	46.32
L21	N 08°22'15" E	37.47
L22	N 52°01'16" W	17.99

Prepared for:  
**LAND TO LOTS LLC**  
90 NORTH TOWER DRIVE  
IRMO, SOUTH CAROLINA  
803-240-3822

SURVEYOR CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67 this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

*Benjamin O. Echols* 07/24/2023  
Benjamin O. Echols Georgia PLS 3320

80 40 0 80 160 240 320  
SCALE: 1" = 80'

Final Plat of Survey for:

**WEDGEWOOD**

Date: 07/24/2023  
County: RICHMOND  
State: GEORGIA

PROPERTY LOCATED IN WEST AUGUSTA  
AUGUSTA-RICHMOND COUNTY

Equipment used: Carlson Bxt7 Trimble VRS  
VRMS: J08425 VRMS: 0.164042 PDOP: 1.0  
Adjusted by: Least Squares  
Field Work Completed on: 08/28/2023



**BENJAMIN O. ECHOLS**  
GA PLS NUMBER 3320  
1386 THOMSON ROAD  
WASHINGTON, GA 30673  
ben@echolsurveying.com  
706-338-6303





- LEGEND**
- #4 Rebar Set (RBS)
  - Iron Pin Found As Described
  - Sanitary Sewer Manhole
  - Sanitary Sewer Service
  - Fire Hydrant & 6" Valve
  - Water Valve
  - Water Service (3/4" Unless Otherwise Noted)
  - Record Stone Not Found

- All deed book references shown herein are recorded in the Clerk of Superior Court's office of Richmond County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by the Clerk of Superior Court's office of Richmond County, Georgia and are not guaranteed as to accuracy or completeness.
- Structures shown on the date of survey are shown herein.
- Locations are accurate only when dimensions are given.
- The certification, an abstract of title, is a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty of accuracy.
- This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) § 54-5-37 as amended by HB 1004 (2016), in that where a conflict exists between these two sets of specifications, the requirements of law prevail.
- This survey was prepared using GPS equipment. The measurements of law were taken at each property corner with all points having a horizontal positional accuracy of 0.01 foot or less.
- This plat is subject to all easements, rights-of-way, and protective covenants of record.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

SANITARY SEWER SERVICES			WATER SERVICE LOCATION		
Description	North	East	Description	North	East
CO 1	1216788.94	662367.34	WM 1	1216911.27	662373.77
CO 2	1216788.90	662418.73	WM 2	1216919.07	662423.13
CO 3	1216788.45	662426.27	WM 3	1216922.44	662461.52
CO 4	1216986.95	662465.47	WM 4	1216983.20	662468.38
CO 5	1216947.31	662534.17	WM 5	1216943.80	662638.85
CO 6	1216907.70	662572.85	WM 6	1216903.03	662577.09
CO 7	1216907.47	662591.63	WM 7	1216903.87	662618.08
CO 8	1216532.79	662598.94	WM 8	1216536.92	662555.06
CO 9	1216500.85	662700.34	WM 9	1216496.98	662705.55
CO 10	1216487.83	662742.88	WM 10	1216484.07	662749.03
CO 11	1216433.77	662746.46	WM 11	1216430.05	662749.07
CO 12	1216396.90	662829.61	WM 12	1216396.79	662834.17
CO 13	1216396.70	662872.24	WM 13	1216393.58	662875.92
CO 14	1216330.22	662919.11	WM 14	1216327.51	662924.01
CO 15	1216285.29	662994.88	WM 15	1216286.70	662985.49
CO 16	1216284.11	663005.61	WM 16	1216281.71	663006.81
CO 17	1216362.58	663055.35	WM 17	1216360.28	663050.66
CO 18	1216386.84	663019.94	WM 18	1216383.23	663027.72
CO 19	1216384.99	663039.84	WM 19	1216380.89	663043.36
CO 20	1216418.88	662884.93	WM 20	1216415.38	662896.50
CO 21	1216452.09	662892.39	WM 21	1216448.48	662855.77
CO 22	1216498.44	662908.64	WM 22	1216483.09	662812.11
CO 23	1216518.34	662975.62	WM 23	1216515.86	662870.03
CO 24	1216518.17	662972.81	WM 24	1216550.25	662725.85
CO 25	1216587.66	662878.61	WM 25	1216584.39	662882.57
CO 26	1216632.15	662925.19	WM 26	1216627.43	662930.07
CO 27	1216788.10	662985.11	WM 27	1216774.06	662948.47
CO 28	1216814.28	662992.92	WM 28	1216811.61	662996.73
CO 29	1216833.27	662931.95	WM 29	1216860.43	662926.20
CO 30	1216894.20	662970.87	WM 30	1216887.19	662955.25
CO 31	1216901.52	662982.78	WM 31	1216902.30	662955.49
CO 32	1216970.59	662942.01	WM 32	1216978.95	662946.82
CO 33	1216973.49	662887.80	WM 33	1216973.41	662893.54
CO 34	1216971.08	662941.32	WM 34	1216971.08	662938.67
CO 35	1216987.47	662967.24	WM 35	1216989.39	662962.52
CO 36	1216986.26	663042.77	WM 36	1216986.84	663047.79
CO 37	1216986.35	663090.53	WM 37	1216987.73	663102.08
CO 38	1216986.14	663151.94	WM 38	1216970.17	663157.55
CO 39	1216970.14	663205.67	WM 39	1216970.20	663212.39
CO 40	1216970.03	663292.84	WM 40	1216970.46	663298.74
CO 41	1216970.41	663328.21	WM 41	1216970.78	663318.09
CO 42	1216958.78	663354.70	WM 42	1216958.78	663358.91
CO 43	1216958.17	663346.78	WM 43	1216958.17	663346.78
CO 44	1216958.17	663346.78	WM 44	1216958.17	663346.78
CO 45	1216958.17	663346.78	WM 45	1216958.17	663346.78
CO 46	1216958.17	663346.78	WM 46	1216958.17	663346.78
CO 47	1216958.17	663346.78	WM 47	1216958.17	663346.78
CO 48	1216958.17	663346.78	WM 48	1216958.17	663346.78
CO 49	1216958.17	663346.78	WM 49	1216958.17	663346.78
CO 50	1216958.17	663346.78	WM 50	1216958.17	663346.78
CO 51	1216958.17	663346.78	WM 51	1216958.17	663346.78
CO 52	1216958.17	663346.78	WM 52	1216958.17	663346.78
CO 53	1216958.17	663346.78	WM 53	1216958.17	663346.78
CO 54	1216958.17	663346.78	WM 54	1216958.17	663346.78
CO 55	1216958.17	663346.78	WM 55	1216958.17	663346.78
CO 56	1216958.17	663346.78	WM 56	1216958.17	663346.78
CO 57	1216958.17	663346.78	WM 57	1216958.17	663346.78
CO 58	1216958.17	663346.78	WM 58	1216958.17	663346.78
CO 59	1216958.17	663346.78	WM 59	1216958.17	663346.78
CO 60	1216958.17	663346.78	WM 60	1216958.17	663346.78
CO 61	1216958.17	663346.78	WM 61	1216958.17	663346.78
CO 62	1216958.17	663346.78	WM 62	1216958.17	663346.78
CO 63	1216958.17	663346.78	WM 63	1216958.17	663346.78
CO 64	1216958.17	663346.78	WM 64	1216958.17	663346.78
CO 65	1216958.17	663346.78	WM 65	1216958.17	663346.78
CO 66	1216958.17	663346.78	WM 66	1216958.17	663346.78
CO 67	1216958.17	663346.78	WM 67	1216958.17	663346.78
CO 68	1216958.17	663346.78	WM 68	1216958.17	663346.78
CO 69	1216958.17	663346.78	WM 69	1216958.17	663346.78
CO 70	1216958.17	663346.78	WM 70	1216958.17	663346.78
CO 71	1216958.17	663346.78	WM 71	1216958.17	663346.78
CO 72	1216958.17	663346.78	WM 72	1216958.17	663346.78
CO 73	1216958.17	663346.78	WM 73	1216958.17	663346.78
CO 74	1216958.17	663346.78	WM 74	1216958.17	663346.78

FIRE HYDRANT ASSEMBLY LOCATION		
Description	North	East
FHD 1	1219347.08	693075.91
FHD 2	121936.41	693446.54
FHD 3	121936.47	693138.65
FHD 4	121936.35	693479.39

STORMWATER SYSTEM									
Stormwater Line/Structure	Year	Top	Low	Flow	Flow	Flow	Flow	Flow	Flow
S01 TO S02	1977.79	177.79	178.40	58	1.3%	24"	RCP		
S03 TO S04	181.65	181.65	181.23	181.55	43.2	0.7%	24"	RCP	
S04 TO S05	181.65	181.65	181.55	181.03	17.40	2.7%	24"	RCP	
S05 TO S06	182.48	182.48	182.25	182.40	84.0	0.4%	36"	RCP	
S06 TO S07	182.48	182.48	182.40	182.40	183.0	0.0%	36"	RCP	
S07 TO S08	186.70	186.70	186.60	186.60	82.39	0.6%	36"	RCP	
S08 TO S09	192.61	192.61	186.85	186.55	142.31	1.2%	30"	RCP	
S09 TO S10	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S10 TO S11	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S11 TO S12	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S12 TO S13	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S13 TO S14	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S14 TO S15	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S15 TO S16	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S16 TO S17	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S17 TO S18	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S18 TO S19	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S19 TO S20	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S20 TO S21	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S21 TO S22	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S22 TO S23	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S23 TO S24	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S24 TO S25	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S25 TO S26	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S26 TO S27	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S27 TO S28	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S28 TO S29	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S29 TO S30	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S30 TO S31	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S31 TO S32	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S32 TO S33	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S33 TO S34	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S34 TO S35	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S35 TO S36	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S36 TO S37	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S37 TO S38	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S38 TO S39	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S39 TO S40	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S40 TO S41	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S41 TO S42	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S42 TO S43	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S43 TO S44	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S44 TO S45	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S45 TO S46	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S46 TO S47	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S47 TO S48	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S48 TO S49	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S49 TO S50	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S50 TO S51	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S51 TO S52	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S52 TO S53	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S53 TO S54	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S54 TO S55	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	
S55 TO S56	193.15	193.15	188.53	190.26	157.27	1.1%	24"	RCP	</



**STATE OF GEORGIA  
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**

Water and Gravity Sanitary Sewer Systems  
Private Streets (Streets may be dedicated at a later date.)  
**Wedgewood**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between LAND TO LOTS, LLC, a South Carolina limited liability company, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

**WITNESSETH**

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as Wedgewood, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring that DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The DEVELOPER agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, that DEVELOPER shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(8) In this Agreement, wherever DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

[Signature]  
Witness

LAND TO LOTS, LLC

By: [Signature]

Jeff Skeris

As Its: President

Kaliska Vazquez  
Notary Public

State of South Carolina County of Lexington

My Commission Expires: 01/19/2033



(Notary Seal)

(Signatures continued on next page.)

ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

(



### Meeting Name

Meeting Date: January 30, 2024

### Dedication of Water and Sanitary Sewer for The Cottages at Ansley

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<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Dedication of Water and Sanitary Sewer for The Cottages at Ansley.
<b>Background:</b>	During the construction of The Cottages at Ansley, off Augusta West Parkway, a water system and a gravity sanitary sewer system were laid.
<b>Analysis:</b>	The water and gravity sanitary sewer systems have passed all testing and are ready to be added to Augusta's system.
<b>Financial Impact:</b>	Future payments of water and sanitary sewer from homes constructed in this area.
<b>Alternatives:</b>	Disapprove acceptance of the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in The Cottages at Ansley.
<b>Recommendation:</b>	Approve and accept the Deed of Dedication and Maintenance Agreement for the water and gravity sanitary sewer in The Cottages at Ansley.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION**  
**Water and Gravity Sanitary Sewer Systems**  
**Private Streets (Streets may be dedicated at a later date.)**  
**THE COTTAGES AT ANSLEY**

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, the singular part of speech shall be deemed to read as the plural. Wherever herein Grantor or Grantee is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

**WHEREAS, THE ANSLEY COTTAGES, LLC**, a company established under the laws of the State of Georgia, as the Grantor (hereinafter known as "DEVELOPER") owns a tract of land in Richmond County, Georgia, off of Cottage Drive, which is directly off of the western side of Augusta West Parkway (1235 Augusta West Parkway), and DEVELOPER has constructed a housing subdivision for seventy-five single family homes, **THE COTTAGES AT ANSLEY**, on said tract, in which it has laid out a water distribution system and gravity sanitary sewerage system; and

**WHEREAS**, it is the desire of DEVELOPER to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, as the Grantee (hereinafter known as "AUGUSTA"), a political subdivision of the State of Georgia, acting by and through the Augusta Commission, for maintenance and control; and

**WHEREAS**, the road rights-of-way and storm drainage system will remain private, until such time as the DEVELOPER is allowed to dedicate them to AUGUSTA; and

**WHEREAS**, until such time that the rights-of-way and storm drainage system are dedicated to AUGUSTA, the maintenance, repair, replacement and control (or any other issues

arising from the rights-of-way and storm drainage system) of the storm drainage system and the road and street system (rights-of-way) will be strictly the responsibility of DEVELOPER; and

**WHEREAS**, a final plat of the above stated subdivision has been prepared by Jachens Land Surveying, Inc., dated May 11, 2023, and filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Plat Book 18 Pages 137-140, reference herein made to said plat for a more complete and accurate description as to the land herein described and which is made a part hereof by reference; and

**WHEREAS**, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

**WHEREAS**, DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

**NOW, THEREFORE**, this indenture made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, between DEVELOPER and AUGUSTA,

#### WITNESSETH:

That DEVELOPER, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors, assigns and legal representatives, the following, to-wit:

Exclusive 20-foot easement(s), unless otherwise noted, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivisions, as shown on the aforementioned plat, and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER.

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivisions, as shown on the aforementioned plats and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER, including, but not limited to Cottage Drive and Camden Circle.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

For the duration of the time that the rights-of-way remain private, DEVELOPER, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which AUGUSTA may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the AUGUSTA the necessary easement(s) in connection with such construction and/or extension.

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its successors, assigns and legal representatives, will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under DEVELOPER.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

DEVELOPER:

THE ANSLEY COTTAGES, LLC

Witness

Matt Mills

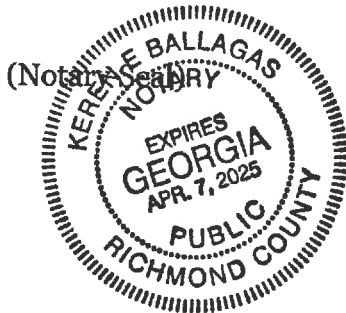
(Seal)

As the: Authorized Agent of  
Property Owner

Notary Public

State of Georgia, County of Richmond

My Commission Expires: April 7, 2025



(Signatures continue on next page.)



ACCEPTED:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

**STATE OF GEORGIA  
COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**

Water and Gravity Sanitary Sewer Systems  
Private Streets (Streets may be dedicated at a later date.)

**THE COTTAGES AT ANSLEY**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE ANSLEY COTTAGES, LLC, a company established under the laws of the State of Georgia, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

**WITNESSETH**

WHEREAS, DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as The Cottages at Ansley, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, AUGUSTA has adopted a policy requiring that DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The DEVELOPER agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, that DEVELOPER shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(8) In this Agreement, wherever DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

Witness

THE ANSLEY COTTAGES, LLC

Matt Mills

(Seal)

Notary Public

As the: Authorized Agent of  
Property Owner

State of Georgia, County of Richmond

My Commission Expires: April 7, 2025  
(Notary Seal)

(Signatures continue on next page.)



ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

(Seal)

D: PLAT B: 18 P: 137  
Recorded: 07/31/2023 01:08 PM  
Doc # 2023017857 Pages: 4 Fees: \$40.00  
Hattie Holmes Sullivan  
Clerk of Superior Court, Augusta-Richmond County, GA  
File Participant ID#: 6868071028

Item 19.

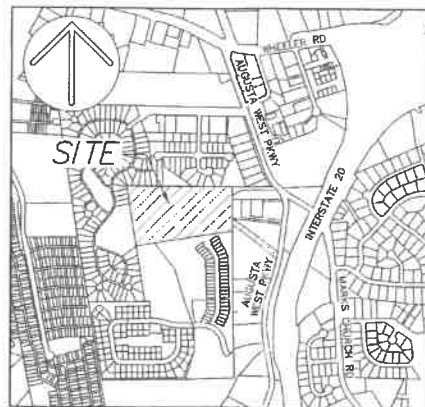
A SUBDIVISION PLAT OF:  
**THE COTTAGES AT ANSLEY**  
LOTS 1-75 (SINGLE-FAMILY)

**1235 AUGUSTA WEST PARKWAY**

90TH G.M.D.  
AUGUSTA - RICHMOND COUNTY, GEORGIA

PREPARED FOR:

**THE ANSLEY  
COTTAGES, LLC**



VICINITY MAP  
SCALE: 1"=1000'

PREPARED BY:

**JACHENS**  
**LAND SURVEYING, INC.**

Professional Land Surveying • GIS • Mapping

P.O. Box 16 - Evans, Georgia 30809  
Ph- 706.299.8721

EMAIL: djachens@yahoo.com  
www.LANDSURVEY-MAPPING.com  
COA#: LS001036

PROJECT No.: 21009  
DRAWN BY: DLJ  
SCALE: AS SHOWN

SHEET 1 OF 4  
PLAT DATE: MAY 11, 2023



THIS SURVEY COMPLIES WITH BOTH THE  
RULES OF THE GEORGIA BOARD OF  
REGISTRATION FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS AND THE  
OFFICIAL CODE OF GEORGIA ANNOTATED  
(O.C.G.A.) 13-6-67 AS AMENDED BY  
HB1004 (2016), IN THAT WHERE A  
CONFLICT EXISTS BETWEEN THOSE TWO  
SETS OF SPECIFICATIONS, THE REQUIREMENTS OF  
LAW PREVAIL.

PROJECT DATA:

PROJECT NAME: THE COTTAGES AT ANSLEY  
LOCAL ISSUING AUTHORITY: AUGUSTA-RICHMOND COUNTY  
CURRENT LAND USE: UNDEVELOPED  
PROPOSED LAND USE: RESIDENTIAL  
OWNER/DEVELOPER: THE ANSLEY COTTAGES, LLC  
ADDRESS: 2743 PERIMETER PARKWAY  
BLDG. 100 SUITE 370  
AUGUSTA, GA 30909

PH: (706) 854-6710  
SITE ADDRESS: 1235 AUGUSTA WEST PARKWAY  
AUGUSTA, GA 30909

PARCEL ID: 030-0-062-00-0

CURRENT ZONING: R-1D

TOTAL ACREAGE: 18.02 ACRE 785,059 SF

NUMBER OF LOTS: 75

MINIMUM LOT SIZE: 4,182 S.F. (0.10 ACS.)

SETBACKS (R-1D)

FRONT: 15' FROM PROPERTY LINE

SIDE: 5'

REAR: 25'

NOTES:

1. THIS PROPERTY DOES NOT APPEAR TO LIE IN A SPECIAL FLOOD HAZARD AREA PER FIRM PANEL 13245C0105G DATED NOVEMBER 15, 2019.
2. GEORGIA EAST ZONE STATE PLANE COORDINATES ARE BASED ON NAD 83 AND WERE ESTABLISHED USING GPS SURVEY TECHNIQUES.
3. THIS PLAT MAY NOT REFLECT ALL UNRECORDED EASEMENTS.
4. THIS PLAT IS SUBJECT TO ALL RECORDED EASEMENTS AND LOCAL BUILDING RESTRICTIONS. CONTACT YOUR LOCAL GOVERNING AUTHORITIES FOR CURRENT BUILDING SETBACK & ZONING REQUIREMENTS AND INFORMATION.
5. GASLINES, WATERLINES, AND TELEPHONE LINES WERE MARKED BY OTHERS AND SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION. ALL OTHER UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE UNTIL FIELD VERIFIED. ONLY OBVIOUS ABOVE GROUND EVIDENCE OF UTILITIES WERE LOCATED.
6. IT IS THE RESPONSIBILITY OF THE LAND OWNER TO VERIFY ALL WETLANDS THAT MAY BE PRESENT WITH THE U.S. ARMY CORPS OF ENGINEERS. WETLANDS SHOWN AND WERE MARKED BY OTHERS.
7. 1/2" REBAR AND CAP WILL BE SET AT ALL CORNERS UNLESS OTHERWISE NOTED. CORNERS WILL BE SET AT THE COMPLETION OF CONSTRUCTION.
8. AUGUSTA-RICHMOND COUNTY RESERVES TO ITSELF, AN ASSIGNABLE 5 FOOT ACCESS, DRAINAGE, AND UTILITY EASEMENT ALONG ALL SIDE LOT LINES AND AN ASSIGNABLE 10 FOOT ACCESS, DRAINAGE, AND UTILITY EASEMENT ALONG ALL REAR LOT LINES.
9. SIDEWALKS AND WATERLINE SHOWN HEREON ARE APPROXIMATE AND SHOWN BASED ON ENGINEERING DRAWINGS.

LEGEND:

- TUB TELEPHONE JUNCTION BOX
- SIGN
- W WATER VALVE
- W GAS VALVE
- ⊗ STORM SEWER MANHOLE
- ⊙ OVERHEAD UTILITY POLE
- ★ LIGHT POLE
- ★ HYDRANT
- ⊗ WATER METER
- TELEPHONE MANHOLE
- GAS UNDERGROUND GAS LINE
- S UNDERGROUND SEWER LINE
- UT UNDERGROUND TELEPHONE LINE
- OP OVERHEAD POWER LINE
- SD STORM DRAIN
- RCP REINFORCED CONCRETE PIPE
- RBS REBAR SET
- CMF CONCRETE MONUMENT FOUND
- PIPE IRON PIPE FOUND
- RBF IRON REBAR FOUND
- ⊙ AXLE AXLE FOUND

APPROVED FINAL PLAT  
(Not Valid Until Signed)  
Augusta Commission

Date Approved: July 18, 2023

Chairman: Mayor

Clerk: Commission

APPROVED FINAL PLAT  
(Not Valid Until Signed)  
Augusta Richmond County  
Planning Commission

Date Approved: July 5, 2023

Chairman: Leonard Bettman

Secretary: B. L. Jachens

Director

SURVEYOR'S CERTIFICATION:

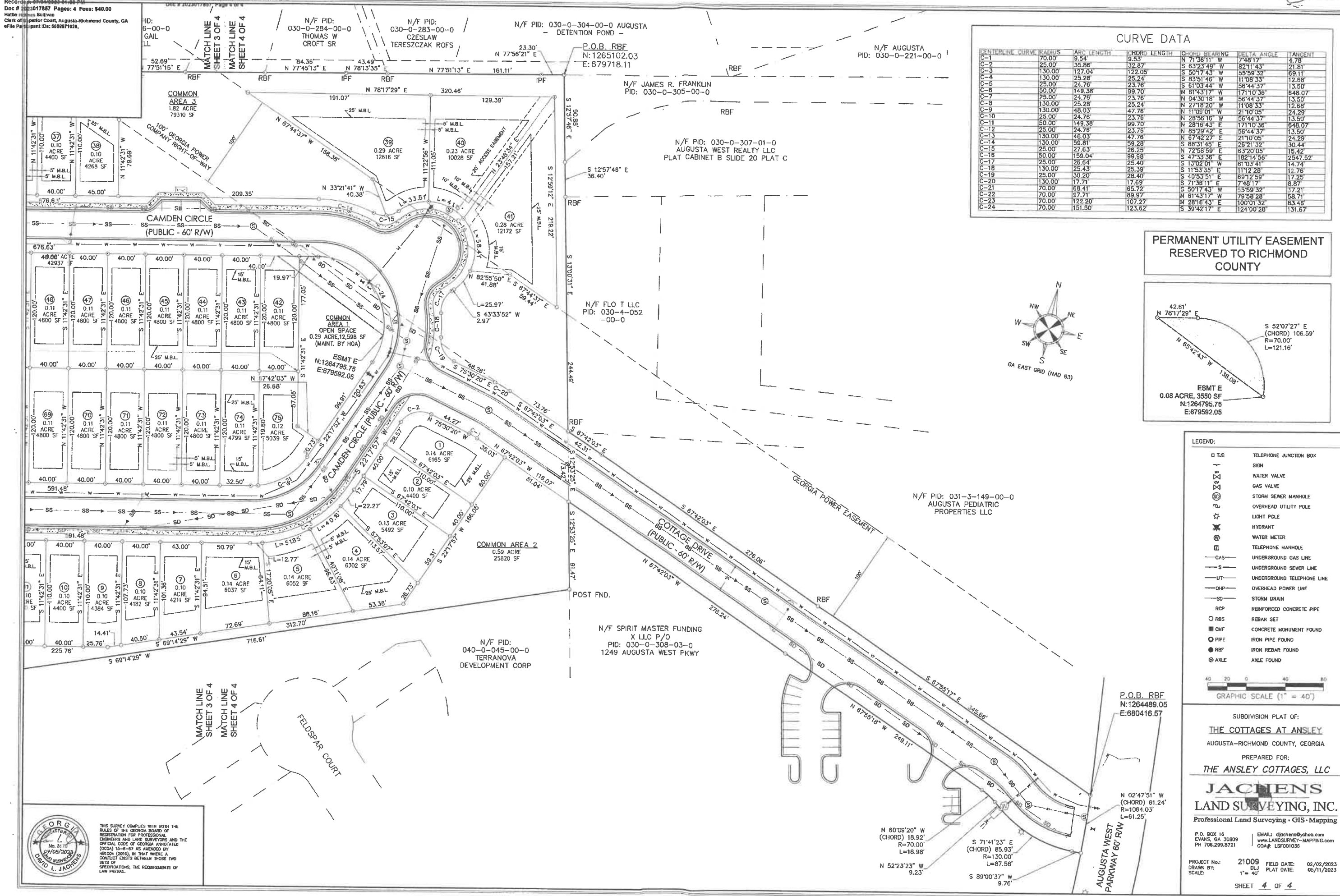
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DAVID LEE JACHENS

CA. R.L.S. # 3170

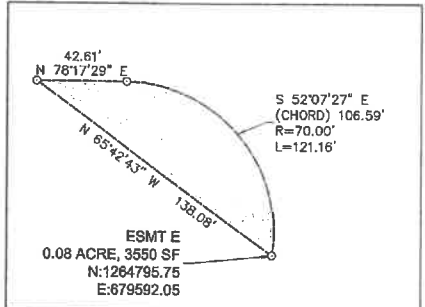
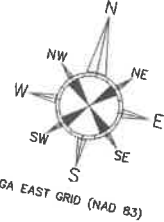
07/05/2023

DATE



CURVE DATA						
CURVE	CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C-1	70.00	9.54	9.53	N 71°36'11" W	7°48'17"	4.78
C-2	25.00	35.86	32.87	S 63°23'49" W	82°11'43"	21.81
C-3	130.00	127.04	122.05	S 50°17'43" W	55°59'32"	69.11
C-4	130.00	25.28	25.24	S 83°51'46" W	11°08'33"	12.88
C-5	25.00	22.76	23.76	S 81°03'44" W	56°44'37"	13.50
C-6	50.00	149.38	99.70	N 61°43'17" W	171°10'36"	648.07
C-7	25.00	24.76	23.76	N 04°30'18" W	56°44'37"	13.50
C-8	130.00	25.28	25.24	N 27°18'20" W	11°08'33"	12.88
C-9	130.00	48.03	47.76	N 11°08'01" W	21°10'05"	24.29
C-10	25.00	24.76	23.76	N 28°56'16" W	56°44'37"	13.50
C-11	50.00	149.38	99.70	N 28°16'43" E	171°10'36"	648.07
C-12	25.00	24.76	23.76	N 85°29'42" E	56°44'37"	13.50
C-13	130.00	48.03	47.76	N 67°42'27" E	21°10'05"	24.29
C-14	130.00	58.81	59.28	S 88°31'45" E	26°21'32"	30.44
C-15	25.00	27.63	26.25	N 72°58'59" E	63°20'05"	15.42
C-16	50.00	159.04	99.98	S 47°33'36" E	182°14'56"	2547.52
C-17	25.00	28.64	25.40	S 13°02'01" W	61°03'41"	14.74
C-18	130.00	25.43	25.39	S 11°53'35" E	11°12'28"	12.76
C-19	25.00	30.20	28.40	S 40°53'51" E	69°12'59"	17.25
C-20	130.00	17.71	17.69	S 71°38'11" E	7°48'17"	8.87
C-21	70.00	68.41	65.72	S 50°17'43" W	55°59'32"	17.21
C-22	70.00	97.71	89.97	N 61°43'17" W	79°58'28"	58.71
C-23	70.00	122.20	107.27	N 28°16'43" E	100°01'32"	83.46
C-24	70.00	151.50	123.62	S 39°42'17" E	124°00'28"	131.67

PERMANENT UTILITY EASEMENT  
RESERVED TO RICHMOND  
COUNTY



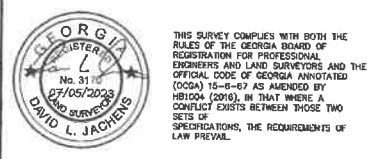
- LEGEND:
- TJB TELEPHONE JUNCTION BOX
  - SN SIGN
  - WV WATER VALVE
  - GV GAS VALVE
  - SMH STORM SEWER MANHOLE
  - UP OVERHEAD UTILITY POLE
  - LP LIGHT POLE
  - HYR HYDRANT
  - WM WATER METER
  - TM TELEPHONE MANHOLE
  - UGL UNDERGROUND GAS LINE
  - USL UNDERGROUND SEWER LINE
  - UTL UNDERGROUND TELEPHONE LINE
  - DHP OVERHEAD POWER LINE
  - SD STORM DRAIN
  - RCP REINFORCED CONCRETE PIPE
  - RSB REBAR SET
  - CMF CONCRETE MONUMENT FOUND
  - PIF IRON PIPE FOUND
  - RBF IRON REBAR FOUND
  - AXL AXLE FOUND



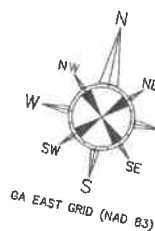
SUBDIVISION PLAT OF:  
**THE COTTAGES AT ANSLEY**  
AUGUSTA-RICHMOND COUNTY, GEORGIA  
PREPARED FOR:  
**THE ANSLEY COTTAGES, LLC**  
**JACHENS**  
**LAND SURVEYING, INC.**  
Professional Land Surveying • GIS • Mapping

P.O. BOX 16  
EVANS, GA 30509  
PH 706.299.8721  
EMAIL: djachens@jachs.com  
WWW.LANDSURVEYING-MAPPING.COM  
COA# LSF001035

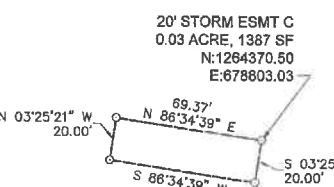
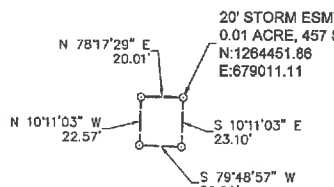
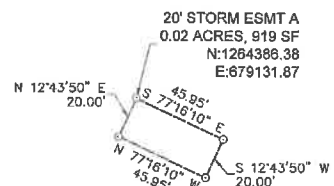
PROJECT No.: 21009  
DRAWN BY: DJL  
SCALE: 1" = 40'  
FIELD DATE: 02/02/2023  
PLAT DATE: 05/11/2023  
SHEET 4 OF 4







PERMANENT 20' DRAINAGE &  
UTILITY EASEMENTS RESERVED  
TO RICHMOND COUNTY



THIS SURVEY COMPLIES WITH BOTH THE  
RULES OF THE GEORGIA BOARD OF  
REGISTRATION FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS AND THE  
OFFICIAL CODE OF GEORGIA ANNOTATED  
(O.C.G.A.) 15-9-67 AS AMENDED BY  
H.B. 1001 (2018), IN THAT THERE IS A  
CONFLICT EXISTING BETWEEN THOSE TWO  
SETS OF SPECIFICATIONS, THE REQUIREMENTS OF  
LAW PREVAIL.

N/F  
PID:  
030-0-209-00-0  
HILLCREAK  
HOMEOWNERS  
ASSOC.

N/F PID:  
040-0-017-00-0  
THOMAS F  
STEMBRIDGE ROFS

N/F PID: 040-0-045-00-0  
TERRANOVA DEVELOPMENT CORP

PERMANENT 20' DRAINAGE &  
UTILITY EASEMENT RESERVED  
TO RICHMOND COUNTY



LEGEND:

- TJB TELEPHONE JUNCTION BOX
- SIGN
- WATER VALVE
- GAS VALVE
- STORM SEWER MANHOLE
- OVERHEAD UTILITY POLE
- LIGHT POLE
- HYDRANT
- WATER METER
- TELEPHONE MANHOLE
- GAS — UNDERGROUND GAS LINE
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- UT — UNDERGROUND TELEPHONE LINE
- OHP — OVERHEAD POWER LINE
- SD — STORM DRAIN
- RCP REINFORCED CONCRETE PIPE
- RBS REBAR SET
- CMF CONCRETE MONUMENT FOUND
- PIPE IRON PIPE FOUND
- RBF IRON REBAR FOUND
- AXLE AXLE FOUND

GRAPHIC SCALE (1" = 40')

SUBDIVISION PLAT OF:

**THE COTTAGES AT ANSLEY**  
AUGUSTA-RICHMOND COUNTY, GEORGIA  
PREPARED FOR:  
**THE ANSLEY COTTAGES, LLC**

**JACHENS**  
LAND SURVEYING, INC.  
Professional Land Surveying • GIS • Mapping

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EVANS, GA 30809  
PH 706.299.8721  
EMAIL: djachens@jchoo.com  
www.LANDSURVEY-MAPPING.com  
COA#: LSF001035

PROJECT No.: 21009  
DRAWN BY: DJL  
SCALE: 1" = 40'  
FIELD DATE: 02/02/2023  
PLAT DATE: 05/11/2023

SHEET 3 OF 4



### Meeting Name

Meeting Date: January 30, 2024

### Drayton-Parker Facility Construction and Permanent Maintenance Agreement

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Drayton-Parker Facility Construction and Permanent Maintenance Agreement.
<b>Background:</b>	Drayton-Parker is constructing a commercial building at the northwest corner of Tobacco Road and Mike Padgett Highway. In order to obtain sanitary sewer for the building, they will need to build a lift station and run a force main crossing Mike Padgett Highway.
<b>Analysis:</b>	GDOT has required that Augusta take out the permit for the force main. Drayton-Parker and the Augusta Utilities Department have agreed on the terms for the maintenance and other responsibilities for the force main and lift station.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	Disapprove the Facility Construction and Permanent Maintenance Agreement.
<b>Recommendation:</b>	Approve and accept the Facility Construction and Permanent Maintenance Agreement.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Rouse of and improper reliance on this document without written authorization and adaptation by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.



1. LOCATION OF UTILITIES ARE SHOWN BASED ON UTILITY LOCATE FROM BADGER DAYLIGHTING ON 03/01/2023
2. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
4. CONTRACTOR TO LOCATE UTILITIES PRIOR TO CONSTRUCTION.
5. ALL SANITARY SEWER PIPE SHALL BE INSTALLED PER CITY OF AUGUSTA STANDARDS AND SPECIFICATIONS.
6. IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

———— PROPOSED GRADE LINE  
- - - - - EXISTING GRADE LINE

2002 JOULEY-HORN AND ASSOCIATES, INC.  
544 E GORDON STREET  
SAVANNAH, GEORGIA 31401  
PHONE (912) 231-4384  
WWW.JHAE.COM

**DRAYTON-PARKER COMPANIES, LLC.**  
17 WEST McDONOUGH STREET  
SAVANNAH, GEORGIA 31401  
PHONE: 912-231-1001

**CITY OF AUGUSTA**  
RICHMOND COUNTY, GEORGIA  
PARCEL ID: 157 0008 010, 157-0007 000, & 157-0008 000

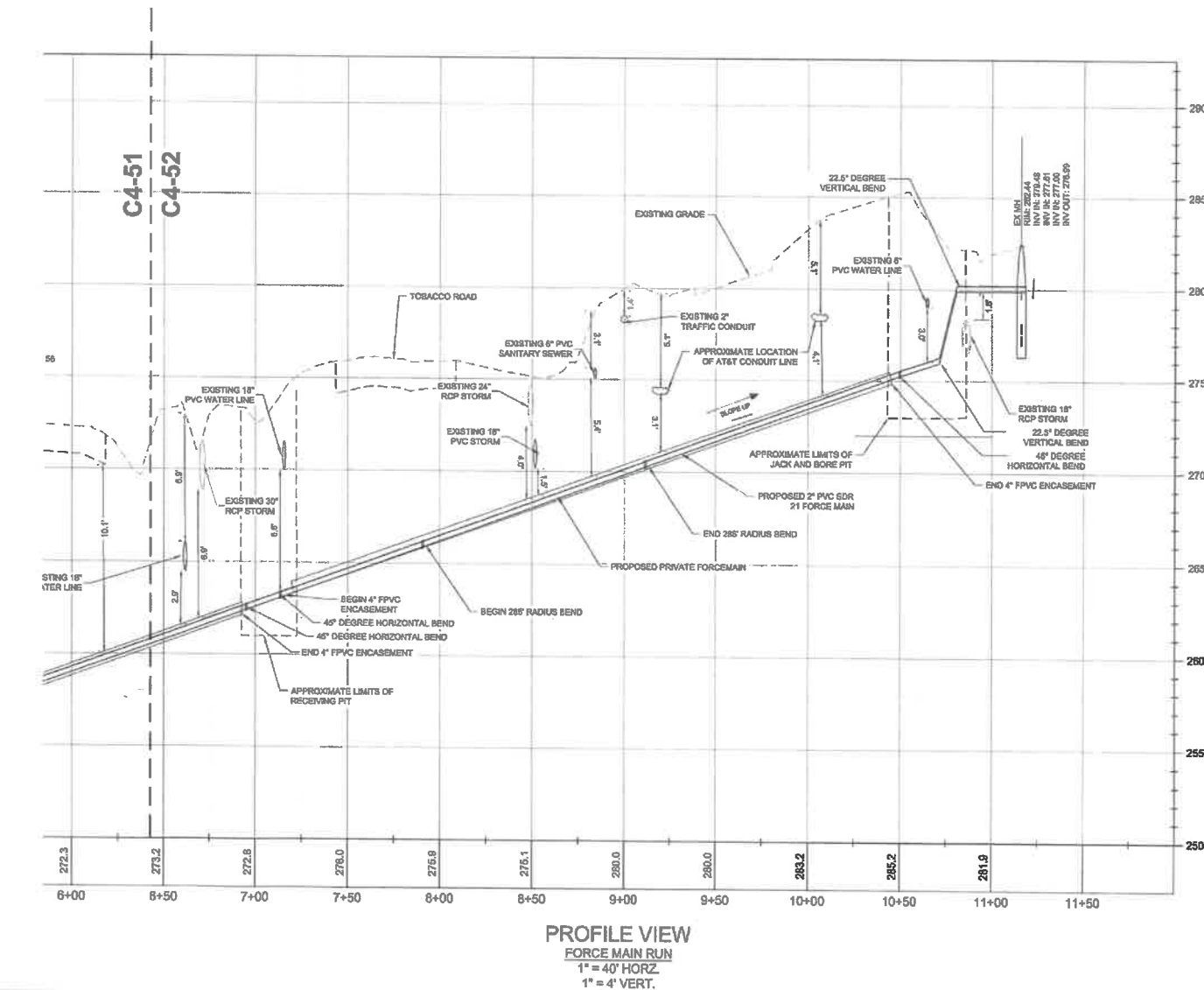
**CITY OF AUGUSTA**  
RICHMOND COUNTY, GEORGIA  
PARCEL ID: 157 0008 010, 157-0007 000, & 157-0008 000

GSWCC NO. (LEVEL II)	00000735
DRAWN BY	DF
DESIGNED BY	DF
REVIEWED BY	DD
DATE	07/17/20
PROJECT NO.	0147740

SHEET NUMBER  
**C4-51**

203

This document, together with the concepts and designs presented hereto, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

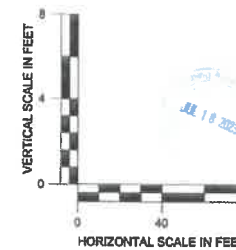


1. LOCATION OF UTILITIES ARE SHOWN BASED ON UTILITY LOCATE FROM BADGER DAILYLIGHTING ON 03/01/2023
2. ALL PIPE LENGTHS SPECIFIED IN THESE PLANS ARE THE HORIZONTAL DISTANCE AND ARE SHOWN FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ACTUAL LENGTHS BASED ON PROPOSED PIPE SLOPE. PIPE LENGTHS IN PLANS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO FIELD VERIFY EXISTING INVERT FOR SANITARY SEWER SERVICE CONNECTIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF DISCREPANCY PRIOR TO PROCEEDING.
4. CONTRACTOR TO LOCATE UTILITIES PRIOR TO CONSTRUCTION.
5. ALL SANITARY SEWER PIPE SHALL BE INSTALLED PER CITY OF AUGUSTA STANDARDS AND SPECIFICATIONS.
6. IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

PROPOSED GRADE LINE

EXISTING GRADE LINE

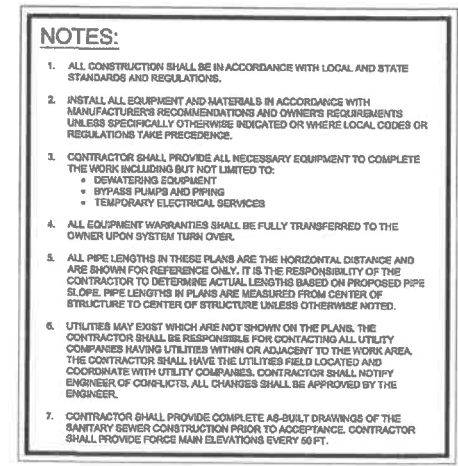
**EXHIBIT A-2**




GSWCC NO. (LEVEL II)	00000735
DRAWN BY	DF
DESIGNED BY	DF
REVIEWED BY	DE
DATE	07/17/20
PROJECT NO.	0147740
TITLE	
<b>FORCE MAIN PROFILE</b>	

**SHEET NUMBER**  
**C4-52**





**EXHIBIT A-3**

PROJECT		PARKER'S - SR 56 & TOBACCO ROAD CITY OF AUGUSTA RICHMOND COUNTY, GEORGIA PARCEL ID: 157-0008 010, 157-0007 000, & 157-0008 000	
			
GSWDC NO.	(LEVEL 1)	0000073524	
DRAWN BY		DRV	
DESIGNED BY		DRV	
REVIEWED BY		DDS	
DATE		07/17/2023	
PROJECT NO.		014774010	
TITLE		LIFT STATION PLAN	
SHEET NUMBER		C4-53	

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%N or F%  
157-0-008-01-0  
PALMETTO 56 SHOP LLC

MIKE PADGETT HIGHWAY  
STATE ROUTE 56

%N or F%  
157-0-005-00-0  
WALLACE FAMILY TRUST

%N or F%  
157-0-006-01-0  
DRAYTON-PARKER  
COMPANIES, LLC

30' PERMAMENT  
UTILITY EASEMENT  
32,014.26 SQ. FT.

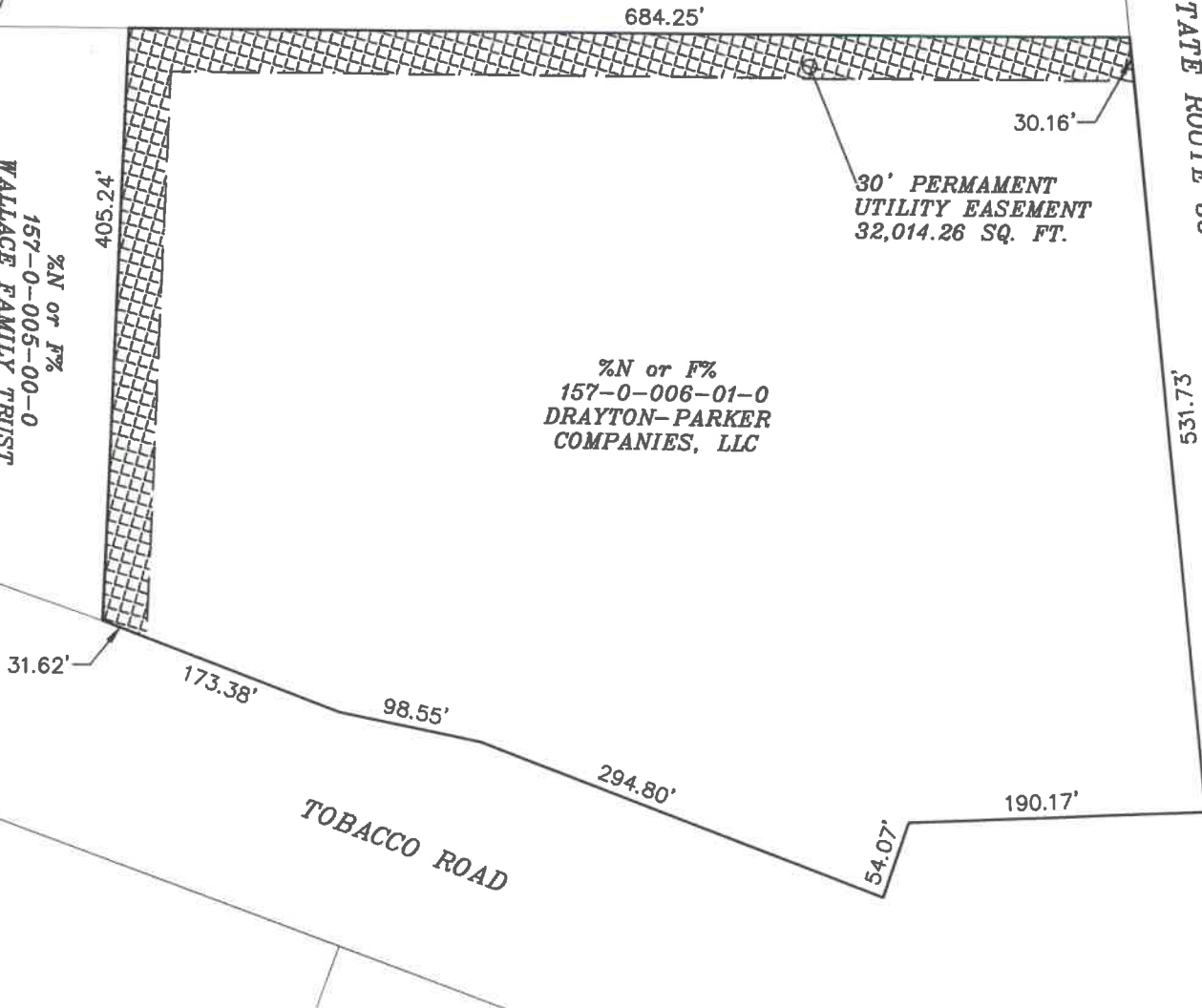


EXHIBIT B

NOT TO SCALE

<p><b>DRAYTON-PARKER COMPANIES, LLC</b></p>	<p><i>Augusta</i> G E O R G I A</p>	<p><b>DRAWING INFORMATION</b></p>
<p><b>UTILITY EASEMENT</b></p>	<p><b>AUGUSTA UTILITIES DEPARTMENT 452 WALKER STREET, SUITE 200 AUGUSTA, GA 30901</b></p>	<p>PROJECT No: PARKER'S KITCHEN</p>
<p><b>1 OF 1</b></p>		<p>DATE: OCT. 2023</p>
		<p><u>NOTES:</u> 1. NO BOUNDARY SURVEY PERFORMED. 2. BOUNDARY INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY PERFORMED BY EMC ENGINEERING SERVICES, INC. DATED DEC. 14, 2022. 3. THIS EASEMENT IS FOR UTILITY SERVICES FOR AUGUSTA, GA.</p>

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

## **FACILITY CONSTRUCTION AND PERMANENT MAINTENANCE AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between **DRAYTON-PARKER COMPANIES, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as "DRAYTON-PARKER", and **AUGUSTA, GEORGIA**, a political subdivision established under the laws of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the "AUGUSTA":

WITNESSETH

WHEREAS, DRAYTON-PARKER and the Georgia Department of Transportation (GDOT) have requested that AUGUSTA, through its Utilities Department, apply to GDOT for a Utility Facility Encroachment Permit (GUPS) for a sanitary sewer force main, which will be crossing from Drayton-Parker's new location at the northwest corner of Tobacco Road, crossing Mike Padgett Highway (State Highway 56) and moving in a southerly direction down Mike Padgett Highway's eastern right-of-way to a gravity sanitary sewer manhole located in Mike Padgett Highway (the FACILITY), as shown on Exhibit A, attached hereto and made a part of this document; and

WHEREAS, DRAYTON-PARKER has agreed that although the GUPS permit will be in the name of AUGUSTA, AUGUSTA will have absolutely no responsibility for the FACILITY's maintenance, upkeep, repair, operation, or replacement, and said facility will not become a part of AUGUSTA's sanitary sewer system;

NOW, THEREFORE, IT IS AGREED between DRAYTON-PARKER and AUGUSTA that:

**AUGUSTA**

- (1) AUGUSTA shall apply for said GUPS permit.
- (2) AUGUSTA shall have no ownership, responsibility or liability in and to the construction and installation of the PROJECT.
- (3) AUGUSTA shall have no ownership, responsibility or liability in and to the FACILITY, including, but not limited to, its maintenance, repair, operation and replacement.

### DRAYTON-PARKER

- (1) At or before the release of the GUPS permit to DRAYTON-PARKER, DRAYTON-PARKER shall deed to AUGUSTA a thirty-foot (30') easement along the entire northern and western boundaries of the tract of land known as PIN 157-0-006-01-0, 3661 Mike Padgett Highway, as shown on Exhibit B, attached hereto and made a part of this document.
- (2) DRAYTON-PARKER shall install the sanitary sewer force main in accordance with the plans submitted by DRAYTON-PARKER and approved by AUGUSTA on July 18, 2023 (the PROJECT).
- (3) DRAYTON-PARKER shall have full and sole ownership, responsibility and liability of the PROJECT during construction/installation and full and sole ownership, responsibility and liability of the FACILITY, in perpetuity, after the PROJECT is completed.
- (4) DRAYTON-PARKER shall comply with and be bound by GDOT'S UTILITY ACCOMODATION AND POLICY AND STANDARDS, current edition, in its entirety, on file in the General Office of GDOT, which is made a part hereof, by reference, and all general provisions and special provisions shown on, or attached to the GUPS application, during the installation, operation and maintenance of the said facility, within or from the right-of-way.
- (5) DRAYTON-PARKER shall comply and be bound by the current minimum design standards of AUGUSTA's Utilities Department and Engineering Department, which can be found online at [augustaga.gov](http://augustaga.gov).
- (6) DRAYTON-PARKER shall comply with all other Federal, State and Local laws, rules and regulations ("Laws and Regulations") that pertain to the installation of said facility, but are not specifically mentioned in this document.

### INDEMNIFICATION

DRAYTON-PARKER shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless AUGUSTA, and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of GDOT, architects, attorneys and court and arbitration costs) arising out of or resulting from the performance of the Project, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of DRAYTON-PARKER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the PROJECT or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and

Regulations regardless of the negligence of any such party.

In any and all claims against AUGUSTA or any of its consultants, agents or employees by any employee of DRAYTON-PARKER, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the PROJECT or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for DRAYTON-PARKER or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of DRAYTON-PARKER under this paragraph shall not extend to the liability of AUGUSTA's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

#### INSURANCE AND BOND

DRAYTON-PARKER shall comply with Section 3.5, and all of its subsections, of GDOT'S UTILITY ACCOMODATION AND POLICY AND STANDARDS, current edition. All information pertaining to insurance (or bond) provided and submitted to GDOT shall be copied to the Augusta Utilities Department, Attn: Sandra Tyler, Land Acquisition Manager, 452 Walker Street, Suite 200, Augusta, Georgia, 30901.

#### FACILITY FAILURE

- (1) In the event that there is a failure of the FACILITY, AUGUSTA shall notify DRAYTON-PARKER and DRAYTON-PARKER shall adhere to section 3.9 of GDOT's UTILITY ACCOMODATION AND POLICY AND STANDARDS, current edition. DRAYTON-PARKER shall mobilize resources and work diligently to resolve any issues, with the coordination of AUGUSTA.
- (2) In the event the situation is an emergency, including but not limited to public safety, as determined by AUGUSTA, and it is necessary that AUGUSTA remedy the situation by having the necessary corrective work done, DRAYTON-PARKER agrees to be responsible to AUGUSTA for payment, in full, and upon demand, of the actual and verifiable cost for the corrective work done, as well as the actual and verifiable costs incurred by AUGUSTA for its efforts to have such work done.

DRAYTON-PARKER and AUGUSTA further agree that:

This Agreement shall be deemed a covenant running with the land and shall be binding upon DRAYTON-PARKER and its successors, heirs, assigns, legal and personal representatives.

This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

In this Agreement, wherever herein DRAYTON-PARKER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same.

**IN WITNESS WHEREOF**, DRAYTON-PARKER and AUGUSTA have hereunto set their hands and seals, the day and year first above written.

DRAYTON-PARKER COMPANIES, LLC

*Joe Bates*  
Witness

By: *[Signature]*

Notary Public,  
State of Georgia, County of Chatham

Keith Siltzman, VP of Finance  
Printed Name and Title

My Commission Expires: 3/7/26

(NOTARY SEAL)

*Joe Bates*  
Witness

By: *[Signature]*

Notary Public,  
State of Georgia, County of Chatham

Blake L. Greco, General Counsel  
Printed Name and Title

My Commission Expires: 3/7/26

(NOTARY SEAL)



AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

*Notary Seal*



### Meeting Name

Meeting Date: January 30, 2024

Drayton-Parker Easement Deed

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Drayton-Parker Easement Deed.
<b>Background:</b>	Drayton-Parker is constructing a commercial building at the northwest corner of Tobacco Road and Mike Padgett Highway. Augusta will need to cross this property in order to construct a new water pipeline in the area..
<b>Analysis:</b>	Drayton-Parker has generously agreed to donate the easement needed for the water pipeline.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	Disapprove the Drayton-Parker Easement.
<b>Recommendation:</b>	Approve and accept the Drayton-Parker Easement.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**State of Georgia  
County of Richmond**

**AUGUSTA, GEORGIA  
DEED OF EASEMENT**

**PARCEL IDENTIFICATION NUMBER:** 157-0-006-01-0 **ADDRESS:** 3661 Mike Padgett Highway (the "Property")

THIS INDENTURE made and entered into this \_ day of \_\_\_\_\_ 2024, between **Drayton-Parker Companies, LLC**, a limited liability company created under the laws of the State of Georgia, hereinafter referred to as DRAYTON-PARKER, and **Augusta, Georgia**, a political subdivision created under the laws of the State of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that DRAYTON-PARKER, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by AUGUSTA at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto AUGUSTA, its successors and assigns, an exclusive permanent utility, access and maintenance easement in perpetuity under, across and through the hereinafter described parcel of land as follows;

SAID PERMANENT EASEMENT consists of 32,014.26 Square Feet, more or less, of permanent utility, access and maintenance easement, as shown on "Exhibit A", attached hereto and made a part hereof, to which reference is made for a more accurate and complete description, and being for the purpose of laying, relaying, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility and fiber optics services, for AUGUSTA.

DRAYTON-PARKER does also grant, bargain, sell and convey unto AUGUSTA, its successors, assigns, and legal representatives the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

DRAYTON-PARKER further grants unto AUGUSTA the right to stretch communication lines, or other lines, within the easement, for the use of AUGUSTA, its successors, assigns, representatives, agents, and designees, upon or under said land, within said easements, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign said easements in whole or in part.

DRAYTON-PARKER, its successors, assigns, and legal representatives, shall have, after the construction of AUGUSTA's utility services, the right to use said permanent easement, as

described above, in any manner not inconsistent or interfering with the rights herein granted, including, but not limited to, retention ponds, parking lots, driveways and landscaping (collectively the "Encroachments"), and the ongoing right to maintain, repair and/or replace said Encroachments, provided that (a) the proposed location of and plans for said Encroachments shall be subject to review and approval by the appropriate official(s) of AUGUSTA, which approval shall not be unreasonably withheld, conditioned, or delayed, and (b) any of the Encroachments shall not obstruct or interfere with the proper operation, maintenance and repair of, or extensions or additions to AUGUSTA's facilities.

All work performed by AUGUSTA shall be performed in a good and workmanlike, lien-free manner, in accordance with all applicable laws, statutes and regulations of applicable governmental authorities.

In connection with any construction, maintenance and repair work undertaken by AUGUSTA pursuant to the Easement, AUGUSTA will use reasonable efforts to (a) minimize interruptions to the construction of DRAYTON-PARKER's improvements on the Property, (b) minimize interruptions of any business operating on the Property, and (c) keep the driveways and walkways of the Property open to vehicles and pedestrians, as applicable.

AUGUSTA agrees that as soon as reasonably possible following the conclusion of each instance of its construction activities related to the installation, maintenance, repair, and replacement of the facilities, AUGUSTA will, at its sole cost and expense and to the extent practicable, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to such activities, including without limitation any landscaping, irrigation system, curbs or paving disturbed by AUGUSTA as a result of such activities.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto AUGUSTA, its successors and assigns, in perpetuity.

[Signature pages to follow]

year first above written.

Signed, Sealed and Delivered in the presence of:

DRAYTON-PARKER COMPANIES, LLC

  
Witness

  
Keith Saltzman

  
Notary Public, Chatham County, Georgia

As Its: VP of Finance

My Commission Expires: 3/7/26



  
Witness

  
Blake L. Greco

  
Notary Public, Chatham County, Georgia

As Its: General Counsel

My Commission Expires: 3/7/26



AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

**By**-----  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest:-----  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

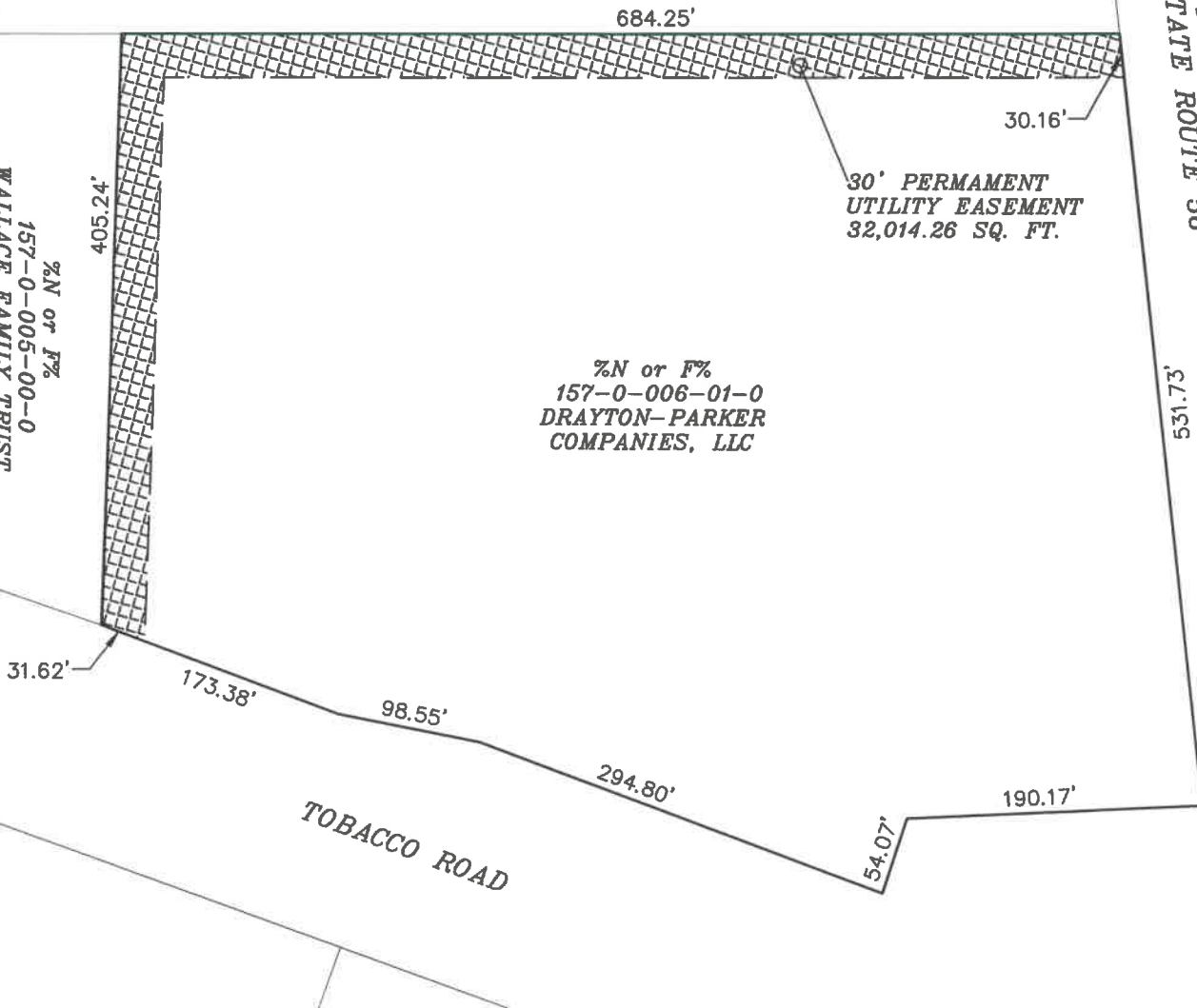
%N or F%  
157-0-008-01-0  
PALMETTO 56 SHOP LLC

MIKE PADGETT HIGHWAY  
STATE ROUTE 56

%N or F%  
157-0-005-00-0  
WALLACE FAMILY TRUST

%N or F%  
157-0-006-01-0  
DRAYTON-PARKER  
COMPANIES, LLC

30' PERMANENT  
UTILITY EASEMENT  
32,014.26 SQ. FT.



"EXHIBIT A"

**NOT TO SCALE**

**DRAYTON-PARKER  
COMPANIES, LLC**

**UTILITY EASEMENT**

**1 OF 1**

*Augusta*  
G E O R G I A

**AUGUSTA UTILITIES DEPARTMENT  
452 WALKER STREET, SUITE 200  
AUGUSTA, GA 30901**

**DRAWING INFORMATION**

PROJECT No: PARKER'S KITCHEN

DATE: OCT. 2023

NOTES:

1. NO BOUNDARY SURVEY PERFORMED.
2. BOUNDARY INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY PERFORMED BY EMC ENGINEERING SERVICES, INC. DATED DEC. 14, 2022.
3. THIS EASEMENT IS FOR UTILITY SERVICES FOR AUGUSTA, GA.



## Engineering Services

Meeting Date: December 19, 2023

### Georgia Drinking Water State Revolving Fund Loan Application

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<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne
<b>Caption:</b>	Motion to approve a Drinking Water State Revolving Fund (DWSRF) loan award between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for conducting a inventory of water service lines throughout the drinking water system and the Resolution of the Governing Body.
<b>Background:</b>	The Drinking Water State Revolving Fund (DWSRF) loan will be used in conjunction with other department resources to conduct and compile a complete inventory of the Augusta Drinking Water System's service lines to comply with the Environmental Protection Agency (EPA) Revised Lead and Copper Rule for service line inventory of service line materials.
<b>Analysis:</b>	Augusta Utilities Department has been awarded a \$450,000.00 loan through the Drinking Water State Revolving Fund (DWSRF) to conduct and compile a Drinking Water System Service Line Inventory. These funds will allow Augusta Utilities to investigate, interview, employ predictive and statistical modeling, field investigations, and/or potholing.
<b>Financial Impact:</b>	This loan is principal forgiveness funding in the amount of \$450,000.00
<b>Alternatives:</b>	Deny the loan agreement
<b>Recommendation:</b>	Approve submission of the loan application
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



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**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**AUGUSTA UTILITIES DEPARTMENT**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

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**LOAN AGREEMENT**

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**DO NOT  
DATE THIS  
PAGE**

## LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated 20\_\_\_\_, by and between **AUGUSTA UTILITIES DEPARTMENT**, corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **452 WALKER ST, SUITE 200, AUGUSTA, GA 30901**, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.

1. **Background** - The Lender desires to loan to the Borrower **FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$450,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

**4. Interest, Fees, and Other Charges** - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of zero and 0/100 percent (0%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

**5. Prepayment** - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

**6. Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

**7. Conditions to the Loan** - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

**8. Representations and Warranties** - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance

issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

**9. Security for Payments under Credit Documents** - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to



appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

**10. Borrower Covenants** - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the

Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the

Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

**"Fixed Charges"** means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

**"Fixed Charges Coverage Ratio"** means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

**"Income Available For Fixed Charges"** means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

**11. Events of Default and Remedies** – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to,

any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated

maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

**12. Assignment or Sale by Lender** - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to

execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

**13. Miscellaneous** - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **DECEMBER 1, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

### **AUGUSTA UTILITIES DEPARTMENT**

Approved as to form:

By: \_\_\_\_\_  
Borrower's Attorney

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

Signature: \_\_\_\_\_  
Hunter Hill  
Executive Director

(SEAL)

**EXHIBIT A  
PAGE 1 OF 3****DESCRIPTION OF THE PROJECT****SCOPE OF WORK**

**Recipient:**           **AUGUSTA UTILITIES DEPARTMENT**

**Loan Number:**      **DWLSL2022108**

The Augusta Utilities Department seeks to conduct an inventory to identify existing lead service lines in its drinking water system through investigation activities, such as employee interviews, acquisition of tax records or engineering site plans, predictive and statistical modeling, field investigations, and/or potholing.



**EXHIBIT A**  
**PAGE 2 OF 3**

**DESCRIPTION OF THE PROJECT**

**PROJECT BUDGET**

**Recipient: AUGUSTA UTILITIES DEPARTMENT**

**Loan Number: DWLSL2022108**

<b>ITEM</b>	<b>TOTAL</b>	<b>DWSRF</b>	<b>Other Contributions</b>
Engineering & Administration	\$67,500	\$67,500	-
Service Line Investigation & Potholing	292,500	292,500	-
Devices & Equipment	-	-	-
Communication & Outreach Plan	45,000	45,000	-
LSL Replacement Plan	-	-	-
Contingency	45,000	45,000	-
<b>TOTAL</b>	<b>\$450,000</b>	<b>\$450,000</b>	<b>-</b>

\*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval with the exception of Devices & Equipment (which require Lender approval). In no event shall the Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

**EXHIBIT A  
PAGE 3 OF 3****DESCRIPTION OF THE PROJECT****PROJECT SCHEDULE****Recipient: AUGUSTA UTILITIES DEPARTMENT****Loan Number: DWLSL2022108**

<b>ACTION</b>	<b>DATE</b>
Plans & Specs Submitted to EPD	AUGUST 2023
Bid Opening	JANUARY 2024
Notice to Proceed	FEBRUARY 2024
Completion of Construction	OCTOBER 2024

EXHIBIT B  
PAGE 1 OF 3  
AUGUSTA UTILITIES DEPARTMENT  
DWLSL2022108

SPECIMEN PROMISSORY NOTE

\$450,000

**FOR VALUE RECEIVED**, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15<sup>th</sup> of the month in which the payment is due.

**EXHIBIT B**  
**PAGE 2 OF 3**

**“Installment Amount”** means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

**EXHIBIT B**  
**PAGE 3 OF 3**

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

**SIGNED, SEALED, AND DELIVERED** by the undersigned Borrower as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

**AUGUSTA UTILITIES DEPARTMENT**

By: SPECIMEN  
Name:  
Title:

Approved as to form:

Attest:

By: SPECIMEN  
Borrower's Attorney

By: SPECIMEN  
Name:  
Title:

**EXHIBIT C  
PAGE 1 OF 2****BIDDING AND PRECONSTRUCTION REQUIREMENTS**

**Recipient: AUGUSTA UTILITIES DEPARTMENT**

**Loan Number: DWLSL2022108**

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

**EXHIBIT C  
PAGE 2 OF 2**

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e).  
(This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

**EXHIBIT D**  
**PAGE 1 OF 6**

**STATE REQUIREMENTS**

**Recipient:**           **AUGUSTA UTILITIES DEPARTMENT**

**Loan Number:**       **DWLSL2022108**

None.



**EXHIBIT D  
PAGE 2 OF 6****FEDERAL REQUIREMENTS****Recipient: AUGUSTA UTILITIES DEPARTMENT****Loan Number: DWLSL2022108**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
  - a) including qualified small and minority and women's businesses on solicitation lists;
  - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
  - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
  - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
  - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
  - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

**EXHIBIT D  
PAGE 3 OF 6**

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person 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 any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

**EXHIBIT D  
PAGE 4 OF 6**

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **\$450,000** of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

**EXHIBIT D  
PAGE 5 OF 6**

financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

15. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
16. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

**EXHIBIT D**  
**PAGE 6 OF 6**

**FINANCIAL COVENANTS**

**Recipient:** **AUGUSTA UTILITIES DEPARTMENT**

**Loan Number:** **DWLSL2022108**

None.

**EXHIBIT E**  
**PAGE 1 OF 2****OPINION OF BORROWER'S COUNSEL**

(Please furnish this form on Attorney's Letterhead)

**DATE**

Drinking Water State Revolving Fund, Administered by  
Georgia Environmental Finance Authority  
47 Trinity Ave SW  
Fifth Floor  
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **AUGUSTA UTILITIES DEPARTMENT** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DWLSL2022108**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

**EXHIBIT E**  
**PAGE 2 OF 2**

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## EXHIBIT F

**EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY**

**Recipient:**                **AUGUSTA UTILITIES DEPARTMENT**

**Loan Number:**        **DWLSL2022108**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the \_\_\_\_\_ day of \_\_\_\_\_, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$450,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

\_\_\_\_\_  
(Signature of Person to Execute Documents)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents)

\_\_\_\_\_  
(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Secretary/Clerk





# GEFA ACH AUTHORIZATION FORM

Item 22.

INVOICE/LOAN NUMBER (Enter "ALL" for all accounts with GEFA, if desired)

DWLSL2022108

Vendor Legal Name

AUGUSTA UTILITIES DEPARTMENT

Doing Business As (DBA)

FEI #

DUNS #

SAM UEI #

SAM CAGE Code

E-Verify #

E-Verify Date

DISADVANTAGED  
ENTERPRISE  
BUSINESS  
DBE  
Yes  
No

## VENDOR INFORMATION

Mailing address street  
number or post office box  
number, include suite  
number if applicable

City

State

Zip Code

Phone #

Primary Contact Name

Contact 1 Email

Secondary Contact Name

Contact 2 Email

## BANKING DETAILS

All vendors are required to receive payment via Automated Clearing House (ACH). Loan recipients are required to repay loans via ACH debit when construction projects are complete.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Use same information above for loan repayment ACH debit?

Yes

No

If no, complete loan repayment ACH  
debit bank account info below.

Complete this section only if you are using a different bank account for loan repayment ACH debits.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Advice Email 1

Advice Email 2

We are limited to two email addresses for (re)payment  
advice notifications and encourage use of distribution email  
accounts, if additional contacts are required.

Authorized Signature  
(electronic signature is allowed)

Print Name

Date Signed

INSTRUCTIONS FOR COMPLETING THIS FORM ARE AVAILABLE ON OUR WEBSITE AT [GEFA.GEORGIA.GOV](http://GEFA.GEORGIA.GOV). PLEASE EMAIL THIS FORM ALONG  
WITH A COMPLETED CURRENT YEAR W9 TO [FINANCE@GEFA.GA.GOV](mailto:FINANCE@GEFA.GA.GOV).

**AUGUSTA UTILITIES DEPARTMENT**  
**Loan/Project No. DWLSL2022108**

**PROMISSORY NOTE**

**\$450,000**

**FOR VALUE RECEIVED**, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 0/100 PERCENT (0%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **FEBRUARY 1, 2025**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15<sup>th</sup> of the month in which the payment is due.

**"Installment Amount"** means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each

and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

**SIGNED, SEALED, AND DELIVERED** by the undersigned Borrower as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### AUGUSTA UTILITIES DEPARTMENT

Approved as to form:

By: \_\_\_\_\_  
Borrower's Attorney

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Engineering Services

Meeting Date: January 30, 2024

Acquisition of Right-of-Way 3750 Wheeler Road Parcel 5

<b>Department:</b>	Law	
<b>Presenter:</b>	Wayne Brown, General Counsel	
<b>Caption:</b>	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 030-0-008-03-0) 3750 Wheeler Road.	
<b>Background:</b>	The City has been unable to make contact with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 457.05 square feet of right of way and 93.60 square feet of permanent easement. The appraised value is \$5,500.00.	
<b>Analysis:</b>	Condemnation is necessary in order to acquire the required property.	
<b>Financial Impact:</b>	The necessary costs will be covered under the project budget.	
<b>Alternatives:</b>	Deny condemnation.	
<b>Recommendation:</b>	Approve condemnation.	
<b>Funds are available in the following accounts:</b>	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340-041110-54.11120
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A	



## Engineering Services

Meeting Date: January 30, 2024

Acquisition of Right-of-Way 3754 Wheeler Road – Parcel 10

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<b>Department:</b>	LAW	
<b>Presenter:</b>	Wayne Brown, General Counsel	
<b>Caption:</b>	Motion to authorize condemnation to acquire title of a portion of property for right of way (Parcel 030-0-230-01-0) 3745 Wheeler Road.	
<b>Background:</b>	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 153.63 square feet of right of way. The appraised value is \$2,800.00.	
<b>Analysis:</b>	Condemnation is necessary in order to acquire the required property.	
<b>Financial Impact:</b>	The necessary costs will be covered under the project budget.	
<b>Alternatives:</b>	Deny condemnation.	
<b>Recommendation:</b>	Approve condemnation.	
<b>Funds are available in the following accounts:</b>	DEPARTMENT DIRECTOR:	FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340-041110-54.11120
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A	



### Committee Meeting

Meeting Date: January 30, 2024

Augusta Solid Waste & Recycling Collection Services-Zone 1 Contract

RFP 23-112

File Reference: 24-014 (A)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve award of Augusta's Zone 1 Residential Waste & Recyclable Collection Service "Option Three Services" Contact to Georgia Waste System LLC (Waste Management) subject to receipt of signed contract, required bonds, insurance, and other relevant documents. The Contract is effective July 1, 2024 ending December 31, 2035 with an option to renew for two additional two-year terms. Also, approve service new rate at \$440 per account as warranted by "Option Three Services" contracted fee. Requested by Engineering. RFP 23-112
<b>Background:</b>	Augusta, Georgia (City) Waste Collection & Disposal Services in Zone 1 Service Area are presently provided by Georgia Waste System LLC (WM) under RFP 12-112 transition period ending June 30, 2024. The term of WM contract expired December 31, 2023. For continuity of services a new Request for Proposal was posted in July 2023 with closing by close to end of August 2023. The proposal included four (4) service options. Option One: weekly service to pick up Garbage, yard waste, bulky waste, & recyclable. Option Two: weekly service to pick up Garbage & yard waste, and every other week pickup bulky waste & recyclable. Option Three: weekly service to pick up Garbage, and every other week pickup yard waste & bulky waste, and contractor will provide recycling service by establishing a separate direct contract with residents who would like to have this service. Option 4: weekly service to pick up Garbage, and contractor will provide recycling service by establishing separate direct contract with residents who would like to have this service; Augusta will do a separate contract for yard waste & bulky waste. The reason various options were included for yard waste & bulky waste is that presently weekly pickup volume is low and providing such service every other week is more cost effective. Regarding Recyclable items pickup, presently less than 20% of accountholders are utilizing this service and it will be cost effective for the contractor to provide such service. In addition, Augusta does not have a functional recycling facility to manage such waste.

<b>Analysis:</b>	RFP's were received on August 29, 2023 and were evaluated based on criteria outlined in RFP document. Following contractors submitted proposals. 1. Coastal Waste Recycling of Georgia, LLC. 2. Ryland Environmental, Inc. 3. Georgia Waste Systems. LLC
<b>Financial Impact:</b>	Services cost is covered by City Waste Collection Contract revenue.
<b>Alternatives:</b>	No alternate proposed
<b>Recommendation:</b>	Approve award of Augusta's Zone 1 Residential Waste & Recyclable Collection Service "Option Three Services" Contract to Georgia Waste System LLC (Waste Management) subject to receipt of signed contract, required bonds, insurance, and other relevant documents. The Contract is effective July 1, 2024 ending December 31, 2035 with an option to renew for two additional two-year terms. Also, approve service new rate at \$440 per account as warranted by "Option Three Services" contracted fee. Requested by Engineering. RFP 23-112
<b>Funds are available in the following accounts:</b>	542-000000 – 34.41122 - Environmental Services Waste Hauling Contract Revenue
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/SR




**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

**MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Wednesday, September 27, 2023

**SUBJECT:** Augusta Solid Waste & Recyclable Services  
Service Area Zone One  
RFP 23-112  
File Reference: 23-014(A)

It is the initial recommendation of Augusta Engineering & Environmental Services Department (AEESD) to award RFP 23-112 Solid Waste & Recyclable Services-Services Area Zone one) contract to the first top rated responsible qualified bidder, Coastal Waste & Recycling of Georgia, LLC (Costal). AEESD requests that the scope of services detail discussion be initiated with Coastal and enter into fee negotiations, followed by fee negotiation with second top rated responsible qualified bidder, Georgia Waste System, LLC, if fee negotiation efforts failed to reach a consensus of a negotiated final fee unit rates. Accordingly AEESD will issue supplemental recommendations.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Charlie Gay & June Hamal, Augusta Engineering & Environmental Services  
Program File



## ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:** Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Tuesday, December 12, 2023

**SUBJECT:** Augusta Solid Waste & Recyclable Services  
Service Area Zone One  
RFP 23-112  
File Reference: 23-014(A)

Augusta Engineering & Environmental Services (AEES) is making solid waste collection contracted Services following supplement recommendations under RFP 23-112 for Zone One Service area.

AEES under initial recommendations requested initiating scope of services detail discussion and fee negotiation first with top rated responsible qualified bidder, Coastal Waste & Recycling (Costal), followed by negotiation with second top rated responsible qualified bidder, Georgia Waste Systems LLC (GWS), if fee negotiation efforts failed to reach a consensus. AEES failed to reach a consensus of a negotiated final unit fees for requested services with Coastal and accordingly submitted negotiation cancellation memorandum on October 15, 2023, and requested to move forward entering contract & Fee negotiations with the next highest ranked vendor, GWS.

Scope of services and fee negotiation with GWS process is completed now and final negotiated unit fee rates offered by the GWS is acceptable to AEES. Hence it is AEES supplemental recommendations to award RFP 23-112 (Augusta Solid Waste & Recyclable Services-Service Area one) to GWS. Award recommendation is contingent upon receipt of signed contract, insurance documentation, bonds and other required documents per 23-112 RFP. In addition, out of RFP listed four (4) Services Options (Options one through four), the selected option will be based on Augusta Commission preferred option decision.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Charlie Gay & June Hamal, Augusta Engineering & Environmental Services  
Program File



**RFP Opening: RFP Item #23-112 Solid Waste & Recyclable Collection Services  
Zone One for Augusta, GA  
Augusta Engineering and Environmental Services Department  
RFP Date: Tuesday, August 29, 2023 @ 11:00 a.m. via ZOOM**

**Total Number Specifications Mailed Out: 35  
Total Number Specifications Download (Demandstar): 215  
Total Electronic Notifications (Demandstar): 7  
Georgia Procurement Registry: 917  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 3  
Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original	Copies 7	Fee Proposal
Coastal Waste & Recycling of Georgia, LLC 925 Goshen Blvd. Augusta, GA 30906	Yes	Yes	1215852	Yes	Yes	Yes	Yes
Ryland Environmental, Inc. 1942 Hwy 441 South Dublin, GA 31021	Yes	Yes	1333760	Yes	Yes	Yes	Yes
Georgia Waste Systems, LLC 208 Prep Phillips Dr. Augusta, GA 30901	Yes	Yes	1846366	Yes	Yes	Yes	Yes

## Request for Proposals

Request for Proposals will be received at this office until **Tuesday, August 22, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 882 4605 8412; Passcode: 712472** for furnishing:

**RFP Item # 23-112      Solid Waste & Recyclable Collection Services for Augusta, GA – Augusta Engineering and Environmental Services Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Proposal Conference will be held on Monday, August 7, 2023 @ 10:00 a.m. via ZOOM – Meeting ID: 864 5560 1964; Passcode: 157932.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, August 8, 2023 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications.*** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      July 13, 20, 27, 2023 and August 3, 2023  
Metro Courier      July 13, 2023

Revised: 3/22/21



RFP Evaluation: RFP Item #23-112 Solid Waste & Recyclable Collection Services  
Zone One for Augusta, GA Augusta Engineering and Environmental Services Department  
Evaluation Date: Monday, September 11, 2023 @ 3:00 p.m. via ZOOM

Item 25.

Vendors			Coastal Waste & Recycling of Georgia, LLC 925 Goshen Blvd. Augusta, GA 30906	Ryland Environmental, Inc. 1942 Hwy 441 South Dublin, GA 31021	Georgia Waste Systems, LLC 208 Prep Phillips Dr. Augusta, GA 30901	Coastal Waste & Recycling of Georgia, LLC 925 Goshen Blvd. Augusta, GA 30906	Ryland Environmental, Inc. 1942 Hwy 441 South Dublin, GA 31021	Georgia Waste Systems, LLC 208 Prep Phillips Dr. Augusta, GA 30901
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	5.0	4.0	5.0	100.0	80.0	100.0
3. Organization & Approach	(0-5)	10	5.0	3.5	5.0	50.0	35.0	50.0
4.Scope of Services Provide experience and approach to Scope of Services listed in Section I – Part II Services to be Rendered - Proposed Collection Services a. Contractor understanding of the scope of services to include experience and ability to perform as Contractor for waste hauling services of similar size and complexity to a proposed facility. b. Service Delivery Implementation Plan c. Customer Service Procedures d. Service Route Management Process/strategy e. Service Delivery Communication with Client Process/strategy f. Resources to include staffing, equipment, and subcontractors (APPENDIX G).	(0-5)	25	5.0	3.0	4.0	125.0	75.0	100.0
5. Financial Stability	(0-5)	5	5.0	4.0	5.0	25.0	20.0	25.0
6. References	(0-5)	5	5.0	5.0	5.0	25.0	25.0	25.0
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)								
Within Richmond County	5	10	5.0		5.0	50.0	0.0	50.0
Within CSRA	5	6				0.0	0.0	0.0
Within Georgia	5	4		5.0		0.0	20.0	0.0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2				0.0	0.0	0.0
• All Others	5	1				0.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			30.0	24.5	29.0	375.0	255.0	350.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10	5.0		4.0	50.0	0.0	40.0
9. Q&A Response to Panel Questions	(0-5)	5	4.0		5.0	20.0	0.0	25.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10			5.0	0.0	0.0	50.0
Second	5	6	5.0			30.0	0.0	0.0
Third	5	4				0.0	0.0	0.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			14.0	0.0	14.0	100.0	0.0	115.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category)								
Total Cumulative Score (Maximum point is 500)			44.0	24.5	43.0	475.0	255.0	465.0
Internal Use Only								
Evaluator: Cumulative Date: 9/11/23 Phase II - 9/20/23 Fee Proposal Evaluation 9/27/23								
Procurement Department Representative: _____ Nancy Williams _____								
Procurement Department Completion Date: 9/11/23 Phase II - 9/20/23 Fee Proposal Evaluation 9/27/23								

## **FYI: Process Regarding Request for Proposals**

### **Sec. 1-10-51. Request for proposals.**

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

### **Sec. 1-10-52. Sealed proposals.**

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for



obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
  - (4) The quality of performance on previous contracts;
  - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
  - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
  - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
  - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,



additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

ATTN: JEFF WASHINGTON  
**WASTE MANAGEMENT**  
208 PREP PHILIPS DRIVE  
AUGUSTA, GEORGIA 30901

ATTN: AROBERT SMITH  
**INLAND SERVICES**  
701 SANTA ISABEL BLVD  
LAGUNA VISTA, TX 78578

**A-1 SANITATION**  
3452 PEACH ORCHARD RD, STE. B  
AUGUSTA, GA 30906

ATTN: JASON PLEDGER  
**COLUMBIA WASTE**  
1064 FRANKE INDUSTRIAL DRIVE  
AUGUSTA, GA 30909

**WASTE INDUSTRIES USA**  
3301 BENSON DRIVE  
SUITE 601  
RALEIGH, NC 27609

ATTN: GLEN MILLER  
**CHOICE ENVIRONMENTAL**  
2860 STATE ROAD 84, SUITE 103  
FORT LAUDERDALE, FL 33312

**Waste Pro**  
1405 Danielsville Road  
Athens GA 30601

**Republic Services, Inc.**  
84 Clifton Blvd  
Savannah GA 31408

**Precision Waste Services**  
PO Box 446  
Thomson GA 30824

RFP Item #23-112 Solid Waste &  
Recyclable Collection Services for  
Augusta, GA – Augusta Engineering and  
Environmental Services Department  
DUE: Tues., August 22, 2023 @ 11a.m.

ATTN: ART SMITH  
**REPUBLIC SERVICES, INC.**  
84 CLIFTON BLVD  
PT. WENTWORTH, GA 31408

ATTN: BOBBY WILLIAMS  
**ADVANCED DISPOSAL**  
5734 COLUMBIA ROAD  
GROVETOWN, GA 30813-5114

**COLEMAN SANITATION**  
3010 GEORGIA RD  
AUGUSTA, GA 30906

**VEOLIA ENVIRONMENTAL SERVICES**  
125 SOUTH 84TH STREET  
SUITE 200  
MILWAUKEE, WI 53214

**SANTEK ENVIRONMENTAL**  
650 25TH ST., NW  
SUITE 100  
CLEVELAND, TN 37311

**ECONOMY SANITATION**  
199 HIGHTOWER DRIVE, SUITE 3  
AUGUSTA, GA 30907-2560

**JUNK BUSTERS**  
4439 SHADOWOOD DR.  
AUGUSTA, GA 30907

**Veolia ES Solid Waste**  
1101 Hawkins Street  
Valdosta GA 31601

**Inland Service Corp**  
1561 Doug Barnard Pkwy  
Augusta GA 30906

RFP Item #23-112 Solid Waste &  
Recyclable Collection Services for  
Augusta, GA – Augusta Engineering and  
Environmental Services Department  
Mailed: July 13, 2023

ATTN: MONIQUE  
**AUGUSTA DISPOSAL AND RECYCLING**  
851 TRIANGLE INDUSTRIAL COURT  
EVANS, GA 30809-4257

**BERRY SMITH SANITATION**  
1308 NEW SAVANNAH RD.  
AUGUSTA GA 30901

**METROPOLITAN WASTE**  
1824 WYLDs ROAD, STE A5  
AUGUSTA, GA 30909

**IESI CORPORATION**  
2301 EAGLE PARKWAY, SUITE 200  
FORT WORTH, TX 76177

**WASTE PRO**  
P.O. BOX 7209  
LONGWOOD, FL 32791-7209

**DORADO SERVICES**  
541 N. PALMETTO AVE.  
SUITE 104  
SANFORD, FL 32771

**Metro-Waste**  
1824 Wylds Road Suite A5  
Augusta GA 30909

**Richmond Waste Inc.**  
PO Box 6887  
Augusta GA 30916

**DYNAMITE DUMPSTERS**  
1407 HOLDEN STREET  
AUGUSTA, GA 30904

**JP'S METAL & TRASH REMOVAL**  
**146 CAYMEN DR.**  
**AUGUSTA, GA 30907**

**RICHMOND WASTE**  
**ATTN: DAVE WALKER**  
**P.O. BOX 6887**  
**AUGUSTA, GA 30916**

**Coastal Waste & Recycling, Inc.**  
**3925 Goshen Industrial Blvd.**  
**Augusta, GA 30906**

**Waste Management Inc.**  
**5734 Columbia Road**  
**Grovetown, GA 30813**

**A1 SANITATION SERVICES**  
**2542 MIKE PADGETT HWY**  
**AUGUSTA, GA 30906**

**AUGUSTA DISPOSAL**  
**PO BOX 334**  
**EVANS, GA 30809**

**GFL ENVIRONMENTAL**  
**1064 FRANE INDUSTRIAL DR**  
**AUGUSTA, GA 30909**

**Republic Services**  
**18500 N Allied Way**  
**Phoenix, AZ 85054**

**Hameed Malik**  
**Augusta Engineering and Environmental**  
**Services Department**

**June Hamal**  
**Augusta Engineering and Environmental**  
**Services Department**

**Phyllis Johnson**  
**Compliance Dept.**

**RFP Item #23-112 Solid Waste &**  
**Recyclable Collection Services for**  
**Augusta, GA – Augusta Engineering and**  
**Environmental Services Department**  
**DUE: Tues., August 22, 2023 @ 11a.m.**


**RFP Item #23-112 Solid Waste &**  
**Recyclable Collection Services for**  
**Augusta, GA – Augusta Engineering and**  
**Environmental Services Department**  
**Mailed: July 13, 2023**

2 of 2

Planholders

Add Supplier

Supplier (7)

Supplier 	Download Date
Coastal Waste & Recycling	08/24/2023
Dodge Data	07/15/2023
Keep It Clean Services	07/15/2023
MXI Environmental Services	07/14/2023
Onvia, Inc. - Content Department	07/14/2023
Ryland Environmental, inc	08/21/2023
Waste Pro	07/24/2023

Supplier Details

Supplier Name	Coastal Waste & Recycling
Contact Name	John Casagrande
Address	2481 NW 2nd Ave Boca Raton, FL 33431

Wiley Wilson 2023-07-14	ctil...@wileywilson.com Tibbs, Candy		
Wiley Wilson 2023-07-14	ebailey@wileywilson.com Bailey, Ezra		
Wisco Transport LLC 2023-07-14	info@wiscotransportllc.com Jackson, Courtney	N	NOM
Xstrands studio llc 2023-07-14	strandzstudios@gmail.com Sims, Aria	N	NOM
Zero Waste Solutions, Inc. 2023-07-14	bademail@doas.ga.gov Singh, Shavila	N	NOM
Zs All American Hauling 2023-07-14	zamericanhauling@gmail.com Slatten, Dwight	N	NOM
llsmith trucking llc 2023-07-14	llsmithtrucking001@gmail.com smith, lonzell	N	NOM
matrix Management Services LLC 2023-07-14	tamera@matrixMGMTservices.com Wynn, Tamera	N	NOM
rlc farms llc 2023-07-14	Rlc farms1062@gmail.com Stallings, Julia	N	NOM

ETHNIC GROUP	COUNT
African American	75
Asian American	8
Native American	6
Hispanic/Latino	5
Pacific Island/American	1
Non Minority	444
Not Classified	0
Total Number of Vendors	539
Total Number of Contacts	917

[PR\\_bid\\_email\\_list](#)

**Solid Waste & Recyclable Collection Services**  
**Service Area Zone one (1)** [\* Actual quantity may vary]

**OPTION One**

	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Garbage, yard Waste, Bulky Waste, Recyclables	Residential	Weekly	30185		
2	Garbage , Recyclables	Non-Residential	Weekly	141		
3	Yard Waste, Bulky Waste	Unoccupied	Weekly	5241		
4		Extra Carts	Weekly	1206		

**OPTION Two**

	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Garbage, yard Waste	Residential	Once/week	30185		
	Bulky Waste, Recyclables		Once/Two-Week			
2	Garbage	Non-Residential	Once/week	141		
	Recyclables		Once/Two-Week			
3	Yard Waste, Bulky Waste	Unoccupied	Once/Two-Week	5241		
4		Extra Carts	Weekly	1206		

**OPTION Three**

	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Garbage	Residential	Once/week	30185		
	Yard Waste, Bulky Waste		Once/Two-Week			
2	Garbage	Non-Residential	Once/week	141		
			Once/Two-Week			
3	Yard Waste, Bulky Waste	Unoccupied	Once/Two-Week	5241		
4		Extra Carts	Weekly	1206		
<b>Option Three Note:</b> Contactor must offer recycling service and shall provide Recyclable Serices by contracting directly with residents and others						

**OPTION Four**

	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly
1	Garbage	Residential	Weekly	30185		
2	Garbage	Non-Residential	Weekly	141		
3		Extra Carts	Weekly	1206		
<b>Option Four Note:</b> Contactor must offer recycling service and shall provide Recyclable Serices by contracting directly with residents and others						

**CARTS:**

GWS will provide a check to the City for all existing billed recycling and msw carts @ \$10 per  
 GWS will pay \$56 per unit for any brand new inventory the City still has in stock. Estimated less than 1,000 carts.

<b>RFP 23-112</b>	<b>11/27/2023 RFP 23-112</b>
<b>GWS Initial</b>	<b>GWS Final</b>
Unit Fee Monthly	Unit Fee Monthly
32.75	32.03
26.75	26.75
6.00	6
17.94	17.94
Unit Fee Monthly	Unit Fee Monthly
30.98	29.00
25.98	25.98
6	6
17.94	17.94
Unit Fee Monthly	Unit Fee Monthly
27.72	27.00
22.72	22.72
6	6
17.94	17.94
Unit Fee Monthly	Unit Fee Monthly
19.15	19.15
21.72	21.72
17.94	17.94



### Committee Meeting

Meeting Date: January 30, 2024

Deans Bridge Road Solid Waste Facility-Phase 3  
Landfill Gas Collection & Control System Expansion

Bid 23-237

File Reference: 24-014 (A)

<b>Department:</b>	Engineering & Environmental Services						
<b>Presenter:</b>	Dr. Hameed Malik, Director						
<b>Caption:</b>	Approve award of Construction Contract to Blue Flame Crew, LLC (Blue Flame) in the amount of \$2,744,549.10 for Deans Bridge Road Solid Waste Facility Phase 3 Landfill Gas Collection & Control System Expansion Projects, subject to receipt of signed contracts, proper bonds and other contract relevant documentation. Requested by Engineering. Bid 23-237						
<b>Background:</b>	Georgia Solid Waste Rule require MSW Facility to install landfill gas collection & control system (LFGCCS) with landfill section at end of fifth year of waste placement in it. A section of Deans Bridge Road MSW facility Phase 3 meets required regulatory five year waste placement conditions, hence expansion of LFGCCS within this section is warranted & required to keep the Facility in its regulatory permit compliance. The project work to be performed by the Contractor consists of furnishing all labor, materials, equipment, tools, transportation, services, incidentals, and performing all work necessary to complete the project, in place and ready for service in accordance with the Plans and Specifications prepared therefore an entitled "Deans Bride Road Municipal Solid Waste (MSW) Landfill 2023 Gas Collection and Control System (GCCS) Expansion".						
<b>Analysis:</b>	Bids were received on December 11, 2023 and were evaluated based on criteria outlined in bid document. Blue Flame Crew, LLC being the low responsible proposer. Following contractors submitted proposals. <table data-bbox="451 1675 1339 1831"> <tr> <td>1. American Environmental Group</td><td>\$3,528,877.50</td></tr> <tr> <td>2. Cranston Environmental Consultants, PC</td><td>\$2,770,604.50</td></tr> <tr> <td>3. Blue Flame Crew, LLC</td><td>\$2,744,549.10</td></tr> </table>	1. American Environmental Group	\$3,528,877.50	2. Cranston Environmental Consultants, PC	\$2,770,604.50	3. Blue Flame Crew, LLC	\$2,744,549.10
1. American Environmental Group	\$3,528,877.50						
2. Cranston Environmental Consultants, PC	\$2,770,604.50						
3. Blue Flame Crew, LLC	\$2,744,549.10						
<b>Financial Impact:</b>	Funds in amount of \$2,744,549.10 are available in Solid Waste Facility Phase 3 Closure/Post Closure funds.						
<b>Alternatives:</b>	No alternate proposed						

**Recommendation:** Approve award of Construction Contract to Blue Flame Crew, LLC (Blue Flame) in the amount of \$2,744,549.10 for Deans Bridge Road Solid Waste Facility Phase 3 Landfill Gas Collection & Control System Expansion Projects, subject to receipt of signed contracts, proper bonds and other contract relevant documentation. Requested by Engineering. Bid 23-237

**Funds are available in the following accounts:** (\$2,744,549.10) 541-044210-5432222 - Landfill Operations (Phase 3 Closure/Post Closure Funds)

**REVIEWED AND** HM/SR  
**APPROVED BY:**



*Blue Flame*

**Deans Bridge Road MSW Landfill Phase 3  
Gas Collection and Control System Expansion**

**BID PROPOSAL**

The following prices are hereby given by the Bidder for each Item herein below delineated to be used for the dual purpose of: a) arriving at an estimated total Bid Price; and b) establishing price factors to be utilized in adjustments to the estimated total price resulting from change orders issued in accordance with these Contract Documents. Said total price being the City's guide to the qualified low Bidder. An incomplete Bid Form shall be considered non-responsive.

Item No.	Description	Unit	Estimated Quantity	Unit Price (\$)	Amount (\$)
001	Mobilization/Demobilization	LS	1	\$105,000.00	\$105,000.00
002	Project Survey	LS	1	\$25,000.00	\$25,000.00
003	Drilling Rig Platform	EA	30	\$450.00	\$13,500.00
004	36-inch Diameter Bore with 8-inch Diameter HDPE SDR 11 Casing	VF	2,450	\$160.00	\$392,000.00
005	Boring Refusal	VF	120	\$82.00	\$9,840.00
006	LFG Well Abandonment	EA	7	\$600.00	\$4,200.00
007	12-inch HDPE SDR 17 Pipe in LFG Header/Lateral Trench	LF	940	\$76.00	\$71,440.00
008	8-inch HDPE SDR 17 Pipe in LFG Lateral Trench	LF	910	\$52.00	\$47,320.00
009	6-inch HDPE SDR 17 Pipe in LFG Lateral Trench	LF	6,060	\$40.00	\$242,400.00
010	24-inch HP Storm Casing for Road Crossing	LF	60	\$190.00	\$11,400.00
011	4-inch HDPE SDR 11 Liquid Conveyance Line in Common Trench	LF	6,020	\$8.00	\$48,160.00
012	4-inch HDPE SDR 11 Liquid Conveyance Line in Separate Trench	LF	1,320	\$30.00	\$39,600.00
013	2-inch HDPE SDR 9 Air Supply Line in Common Trench	LF	6,020	\$5.00	\$30,100.00
014	12-Inch Header Isolation Valve	EA	1	\$6,800.00	\$6,800.00
015	2-inch Air Line Isolation / Blowoff Valve	EA	2	\$3,000.00	\$6,000.00
016	4-inch Air Release Valve in Liquid Conveyance Line	EA	1	\$6,200.00	\$6,200.00
017	4-inch Liquid Conveyance Line Cleanout	EA	2	\$4,000.00	\$8,000.00
018	12-inch HDPE SDR 17 Header Access Riser	EA	2	\$3,300.00	\$6,600.00
019	LFG Wellheads	EA	60	\$2,500.00	\$150,000.00
020	4-inch Liquid Conveyance stub-up Pump Discharge Manifold	EA	31	\$1,000.00	\$31,000.00
021	2-inch Air Supply Stub-up Valve Fittings	EA	31	\$400.00	\$12,400.00
022	Gas Extraction Well Pumps Supplied and Installed	EA	31	\$5,000.00	\$155,000.00
023	Nylon Tubing and Pump Support Rope for Gas Well Pumps	LF	2,300	\$28.00	\$64,400.00
024	18-inch HP Storm Casing for Road Crossing	LF	180	\$170.00	\$30,600.00
025	Seeding and Erosion Control Matting Side Slopes	SY	61,533	\$2.70	\$166,139.10
026	Tie-in to Existing 10-inch Header	EA	7	\$5,700.00	\$39,900.00

**Deans Bridge Road MSW Landfill Phase 3  
Gas Collection and Control System Expansion**

027	Tie-in to Existing 6-inch Lateral/Riser	EA	6	\$3,400.00	\$20,400.00
028	Tie-in to Existing 4-inch Lateral/Riser	EA	4	\$1,500.00	\$6,000.00
029	Tie-in to Existing 6-inch Lateral Riser at Well to be Abandoned	EA	7	\$2,000.00	\$14,000.00
030	Tie-in to Existing 2-inch Air Supply Line at Well to be Abandoned	EA	7	\$900.00	\$6,300.00
031	Tie-in to Existing 4-inch Liquid Conveyance Line at Well to be Abandoned	EA	7	\$950.00	\$6,650.00
032	8-inch Header Isolation Valve	EA	1	\$4,700.00	\$4,700.00
033	6-inch or 8-inch HDPE SDR 17 Landfill Gas Lateral Pipe in Deeper Trench of 5-8 ft	LF	320	\$26.00	\$8,320.00
034	4-inch Liquid Conveyance Line Isolation Valve with Vault Box	EA	2	\$10,000.00	\$20,000.00
035	12-inch HP Storm/Corrugated Casing for Slope/Horizontal Collector	LF	420	\$82.00	\$34,440.00
036	Hourly Rate for Well Drilling	HR	1	\$1,500.00	\$1,500.00
037	Standby Time During Drilling Work	HR	1	\$1,000.00	\$1,000.00
038	Standby Time During GCCS Construction	HR	1	\$1,000.00	\$1,000.00
039A	6-inch HDPE SDR17 Perforated Pipe for Slope Collector and Horizontal Collector Trench	LF	2,340	\$88.00	\$205,920.00
039B	6-inch HDPE SDR17 Perforated Pipe for Slope Collector (Supply Material)	LF	1,270	\$47.00	\$59,690.00
040	4-inch HDPE SDR 17 Pipe for Slope Collector	LF	1,270	\$29.00	\$36,830.00
041	6-inch HDPE SDR17 Perforated Pipe for Toe Collector	LF	2,040	\$75.00	\$153,000.00
042	12-inch HDPE SDR 17 Sump for Horizontal Collector	EA	1	\$19,000.00	\$19,000.00
043	8-inch HDPE SDR 17 Leachate Cleanout Riser Tie-in	EA	5	\$3,100.00	\$15,500.00
044	Tie-in to Existing 6-inch x 3-inch Dual Contained Forcemain	EA	1	\$7,300.00	\$7,300.00
<b>SUBTOTAL BID COST</b>					<b>\$2,344,549.10</b>
<b>FORCE ACCOUNT</b>					<b>\$400,000.00</b>
<b>TOTAL BID COST</b>					<b>\$2,744,549.10</b>

**Mobilization/Demobilization:** *Shall include any work without a specific pay item such as: removal and disposal of all miscellaneous items ( i.e. demolition items), shall be included in the item of mobilization/demobilization, unless otherwise established as separate contract items. The items of mobilization/demobilization shall also include other miscellaneous items of construction not otherwise shown as a separate pay item such as general clearing, cut and fill, construction layout, the hauling and disposal of undesirable or surplus materials, bonds and insurance etc. Unless noted in bid proposal includes Erosion Control (temporary & permanent grassing);*


**\*\*\*LS (Lump Sum) – For all Lump Sum items, attach itemized break of lump sum amount on separate sheet**

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

**MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Tuesday, January 2, 2024

**SUBJECT:** Deans Bridge Road MSW Landfill Phase III- Gas Collection & Control System Expansion  
Bid # 23-237  
File Reference: 23-014(A)

It is recommendation of Augusta Engineering & Environmental Services Department (AEESD) to award BID 23-237 "Deans Bridge Road MSW Landfill Phase III- Gas Collection & Control System Expansion" contract to the lowest responsible qualified bidder, Blue Flame Crew, LLC subject to Value Engineering (VE) during construction. In addition, the award is contingent upon receipt of signed contract, proper bonds, and other relevant documentation. AEES will be submitting agenda item for placing this contact award item on Augusta Commission Engineering Services January 30, 2024 meeting.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

**cc:** Darrell White & Nancy Williams, Procurement Department  
Oscar Flite & June Hamal, Augusta Engineering & Environmental Services  
Program File



**Bid Opening: Bid Item #23-237 Deans Bridge Road MSW Landfill Phase III  
Gas Collection & Control System Expansion  
for Augusta, GA – Utilities Department  
Bid Date: Monday, December 11, 2023 @ 1:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 12  
Total Number Specifications Download (Demandstar): 9  
Total Electronic Notifications (Demandstar): 554  
Georgia Procurement Registry: 1057  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 3  
Total Noncompliant: 0**

<b>Vendors</b>	<b>Attachment "B"</b>	<b>Addendum 1</b>	<b>E-Verify Number</b>	<b>SAVE Form</b>	<b>Bid Bond</b>	<b>Base Bid</b>
<b>American Environmental Group, Ltd., LLC 3600 Brecksville Road, Suite 100 Richfield, OH 44286</b>	<b>Yes</b>	<b>Yes</b>	<b>141223</b>	<b>Yes</b>	<b>Yes</b>	<b>\$3,528,877.50</b>
<b>Blue Flame Crew, LLC 620 N. River Road, Suite 106 Naperville, IL 60563</b>	<b>Yes</b>	<b>Yes</b>	<b>1786748</b>	<b>Yes</b>	<b>Yes</b>	<b>\$2,744,549.10</b>
<b>Carlson Environmental Consultants, PC 1127 Curtis Street, Suite 100 Monroe, NC 28112</b>	<b>Yes</b>	<b>Yes</b>	<b>343032</b>	<b>Yes</b>	<b>Yes</b>	<b>\$2,757,104.50</b>

## Invitation to Bid

Item 26.

Sealed bids will be received at this office until **Monday December 11, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: 876 2265 8523; Passcode: **554370** furnishing:

**Bid Item #23-237**

**Deans Bridge Rd MSW Landfill Ph 3 Gas Collection & Control System Expansion for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$75.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, October 26, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, November 20, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 835 3603 8873; Passcode: 699326.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, November 21, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle                      October 26, 2023 and November 2, 9, 16, 2023  
Metro Courier                            October 26, 2023

Revised: 2/19/2016



**Bid Opening: Bid Item #23-237 Deans Bridge Road MSW Landfill Phase III  
Gas Collection & Control System Expansion  
for Augusta, GA – Utilities Department  
Bid Date: Monday, December 11, 2023 @ 1:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 12  
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<b>Blue Flame Crew, LLC 620 N. River Road, Suite 106 Naperville, IL 60563</b>	<b>Yes</b>	<b>Yes</b>	<b>1786748</b>	<b>Yes</b>	<b>Yes</b>	<b>\$2,744,549.10</b>
<b>Carlson Environmental Consultants, PC 1127 Curtis Street, Suite 100 Monroe, NC 28112</b>	<b>Yes</b>	<b>Yes</b>	<b>343032</b>	<b>Yes</b>	<b>Yes</b>	<b>\$2,757,104.50</b>

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

**MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Tuesday, January 2, 2024

**SUBJECT:** Deans Bridge Road MSW Landfill Phase III- Gas Collection & Control System Expansion  
Bid # 23-237  
File Reference: 23-014(A)

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Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

**cc:** Darrell White & Nancy Williams, Procurement Department  
Oscar Flite & June Hamal, Augusta Engineering & Environmental Services  
Program File

# Augusta Blueprint & Microfilm, Inc.

## 23-237 Deans Bridge Rd MSW Landfill Ph 3 Gas Collection & Control System Expansion

### Planholders List

it #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	Stearns, Conrad & Schmidt Consulting Eng., dba SCS Field Services			X	1881 Csmplus Commons Drive, Suite 450 Reston, VA 20191 Sesmith@scsengineers.com	571-643-4324	703-709-8379
2	Carlson Environmental Consultants, PC			X	1501 Johnson Ferry Road, Suite 225 Marietta, GA 30062 ddisanto@cecenv.com	980-699-8888	
3	Blue Flame Crew, LLC			X	620 N River Road, Suite 106 Naperville, IL 60563 duncan@blueflameco.com	630-225-7903	630-225-4290
4							
5	Gearig Civilworks			X	30 Technology Pkwy Suite 100 Norcross, GA maria.thurman@constructconnect.com	513-458-5940	
6	American Environmental Group, Ltd.			X	3600 Brecksville Road, Suite 100 Richfield, Ohio christopher.heffner@tetrattech.com	330-212-4574	
7	Dodge Construction Network			X	2860 S. State Hwy 161, Suite 160 #501 Grand Prairie, Tx darlene.baker-mann@construction.com	844-326-3826 X9246	
8	DOT Energy Solutions, Inc.			X	1136 Meadow Woods Drive Macedonia, OH mmoneymaker@dotenergysolutions.com	440-796-3666	
	Advance One Development, LLC			X	10600 Nations Ford Rd Charlotte, NC 28273 willis.ellis@landfillgroup.com	828-406-3468	



**COOPER BARNETTE PAGE**  
**ATTN: BID DEPARTMENT**  
**1928 EXECUTIVE PARK DRIVE**  
**STATHAM, GA 30666**

**AMERICAN ENVIRONMENTAL GROUP**  
**ATTN: BID DEPARTMENT**  
**3600 BRECKSVILLE RD., SUITE 100**  
**RICHFIELD, OHIO 44286**

**B & M EXCAVATING**  
**ATTN: BID DEPARTMENT**  
**157 WEST MAIN STREET**  
**DUDLEY, MA 01571**

**CARLSON ENVIRONMENTAL**  
**CONSULTANTS, PC**  
**ATTN: BID DEPARTMENT**  
**305 SOUTH MAIN STREET**  
**MONROE, NC 28112**

**SCS FIELD SERVICES**  
**ATTN: BID DEPARTMENT**  
**11260 ROGER BACON DR.**  
**SUITE 300**  
**RESTON, VA 20190**

**TRI CON WORKS**  
**ATTN: BID DEPARTMENT**  
**1211 HOLLYWOOD STREET**  
**HOUSTON, TX 77015**

**FOTH**  
**ATTN: BID DEPARTMENT**  
**2121 INNOVATION COURT**  
**P.O. BOX 5095**  
**DE PERE, WI 54115-5095**

**WASTE MANAGEMENT AMERICAN**  
**LANDFILL**  
**ATTN: BID DEPARTMENT**  
**7916 CHAPEL ST S.E.**  
**WAYNESBURG, OH, 44688**

**ADVANCE ONE/ENERDYNE**  
**POWER SYSTEMS**  
**10600 NATIONS FORD RD.**  
**CHARLOTTE, NC 28273**

**DOT ENERGY SOLUTIONS**  
**306 EXCHANGE BOULEVARD #217**  
**BETHLEHEM, GA 30620**

**SCI CONSTRUCTION INC**  
**151 ROLLING HILLS RD.**  
**STATESBORO, GA 30461**

**OASIS CONSULTING SERVICES**  
**45 WOODSTOCK ST**  
**ROSWELL, GA 30075**

**BID ITEM #23-237**  
**DEANS BRIDGE ROAD MSW LANDFILL**  
**PHASE III GAS COLLECTION & CONTROL**  
**SYSTEM EXPANSION**  
**for ENGINEERING AND ENVIRONMENTAL**  
**SERVICES DEPT.**

**BID ITEM #23-237**  
**DEANS BRIDGE ROAD MSW LANDFILL**  
**PHASE III-GAS COLLECTION &**  
**CONTROL SYSTEM EXPANSION**  
**for ENVIRONMENTAL SERVICES DEPT.**  
**BID DUE: MON. 12/11/23 @ 3:00 P.M.**

**HAMID MALIK**  
**ENGINEERING/ENVIRONMENTAL**  
**SERVICES**

**PHYLLIS JOHNSON**  
**COMPLIANCE DEPARTMENT**

**JUNE HAMAL**  
**ENGINEERING/ENVIRONMENTAL**  
**SERVICES**

## Planholders

[Add Supplier](#)[Export To Excel](#)

## Supplier (9)

Supplier **F1**

Download Date

Blue Flame Crew, LLC

11/01/2023

Carlson Environmental Consultants, PC

10/30/2023

ConstructConnect

10/30/2023

Dodge Data

10/27/2023

Dot Energy Solutions, Inc.

11/09/2023

On My Way Commercial Cleaning Services LLC

11/04/2023

Onvia, Inc. - Content Department

10/27/2023

scs field services

10/30/2023

Sullivan Environmental, Inc.

10/31/2023

[Add Supplier](#)

## Supplier Details

Supplier Name

Blue Flame Crew, LLC

Contact Name

Duncan Sawyer

Address

PO Box 525 , Naperville, IL 60566

Email

duncan@blueflameco.com

Phone Number

630-225-4286

[Remove](#)

## Documents

Filename

Type

Action

**Nancy M. Williams**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, October 27, 2023 3:50 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000013

Dear Tywanna Scott,  
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number:** PE-72155-NONST-2023-000000013

**Event Title:** 23-237 Deans Bridge Rd MSW Landfill Ph 3 Gas Collection & Control System Expansion

**Event Type:** Non-State Agency

**Process Log**

2023/10/27 15:43:13 : Log starts for - 3042317 - EVENT\_RELEASE\_TO\_SUPL  
2023/10/27 15:43:17 : Email Process Log for the Event#: PE-72155-NONST-2023-000000013  
2023/10/27 15:43:17 : Email Batch# 2310272547  
2023/10/27 15:43:17 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
2023/10/27 15:46:58 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA  
2023/10/27 15:49:23 : Total No of Contacts found for sending Email: 1058  
2023/10/27 15:49:23 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000013&sourceSystemType=gpr20>

10/27/2023 03:49:23 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]



### Committee Meeting

Meeting Date: January 30, 2024

East Augusta Roadway and Drainage Improvements

Phase IV through Phase VII

RFQ Item: 06-202

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$148,205 for the East Augusta Roadway and Drainage Project. Requested by Engineering. RFQ 06-202.
<b>Background:</b>	The East Augusta Street and Drainage Improvement project is an identified and partially funded project to address flooding and associated roadway improvements in the East Augusta area bounded by East Boundary Street, the Levee, I-520 and Laney Walker Blvd. The project consists of eight (8) phases. Three phases are complete and the fourth phase is under construction. Of the remaining four (4), design is complete with the exception of final construction plans. These phases are: Phase IV (Hornsby), Phase V (East Telfair), Phase VI (East View Subdivision), and Phase VII (Riverside Park) drainage improvements. Construction phase of these four Phases improvements requires creation of final construction plans and letting phase engineering support services.
<b>Analysis:</b>	On March 3, 2009 approved award of design phases of the project to WR Toole Engineers (now Alfred Benesh & Company). This supplemental funding covers preparation of final construction plans for remaining four (4) phases and during construction bidding.
<b>Financial Impact:</b>	Funds in amount of \$148,205 available in SPLOST 8 Grading & Drainage.
<b>Alternatives:</b>	1). Do not approve and find alternative to complete the project
<b>Recommendation:</b>	Approve supplemental funding for Design Consultant Services to Alfred Benesch & Company (formally WR Toole Engineers) in the amount of \$148,205 for the East Augusta Roadway and Drainage Project. requested by Engineering. RFQ 06-202
<b>Funds are available in the following accounts:</b>	(\$148,205) 330-044320-222830907-52.23110 - SPLOST 8 Grading & Drainage

**REVIEWED AND**  
**APPROVED BY:**

HM/SR

*Item 27.*

**AUGUSTA-RICHMOND COUNTY  
ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Item 27.

<b>Augusta Richmond County Project Number(s):</b>	<b>330-044320</b>
<b>Supplemental Agreement Number:</b>	<b>5</b>
<b>Purchase Order Number:</b>	<b>22ENG182/P163878</b>

**WHEREAS**, We, **Alfred Benesch & Company** entered into a contract with Augusta-Richmond County on March 17, 2009, for Engineering Design Services for **East Augusta Roadway & Drainage Improvement Project**, File Reference No. 09-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

***East Augusta Improvements-to complete Phase IV-Phase VII***

It is agreed that as a result of the above described modification the contract amount is increased by **\$148,205.00** from **\$1,148,867.00** to a new total of **\$1,297,072.00.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

**NOW, THEREFORE**, We, **Alfred Benesch & Company** hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

Alfred Benesch & Company

\_\_\_\_\_  
Mayor Garnett L. Johnson

Approved: Date \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved: Date \_\_\_\_\_

***[ATTACHED CORPORATE SEAL]***

ATTEST:  
\_\_\_\_\_

Title: \_\_\_\_\_

October 19, 2023

Augusta Engineering Department  
Attention: Mr. Hameed Malik, P.E., PhD.  
452 Walker St., Suite 110  
Augusta, Georgia 30901

Reference: East Augusta Road and Drainage Improvements  
Supplemental Proposal for Engineering Services (BEN #P2319125)

Dear Dr. Malik:

Benesch appreciates this opportunity to present a request for supplemental design fees to complete design of the remaining phases of the East Augusta Road and Drainage Improvements Project. As part of our design team, we will use Toole Surveying to provide easement maps similar to those provided in previous east Augusta projects.

The remaining East Augusta Road and Drainage Improvements projects include Phase IV – Hornsby Drainage Improvements, Phase V – East Telfair Drainage Improvements, Phase VI – East View Subdivision Drainage Improvements, and Phase VII – Riverside Park Drainage Improvements. Each of these projects were developed up to a 90% design and placed on hold while the Phase VIII – Marion Homes Drainage Project Phase was completed through construction and the Phase III – Brunswick and Azalea Drainage Improvements Project was completed through 100% design and let for bid. As requested, we have put together a proposal to provide design services for the remaining East Augusta drainage projects through the bidding process.

General phases of work to complete each of the drainage projects includes Final Construction Plan Development and Bidding and Pre-Construction. The following briefly outlines our scope of services for these tasks for the Phase IV – Hornsby Drainage Improvements, Phase V – East Telfair Drainage Improvements, Phase VI – East View Subdivision Drainage Improvements, and Phase VII – Riverside Park Drainage Improvements. A man hour sheet is also attached.

#### **East Augusta Phase IV – Hornsby Drainage Improvements.**

##### **Final Construction Plan Development**

A summary of tasks associated with Final Construction Plans will be completed as follows:

- Benesch will initiate the task by facilitating a kickoff/plan review meeting to review the 90% construction plans and review the proposed design schedule.
- Benesch will submit the 90% drawings to the utility owners to confirm existing facilities and obtain proposed relocations where required.
  - Benesch will facilitate a remote utility coordination meeting to discuss the existing facilities and proposed relocations.

- Benesch will incorporate proposed utility relocations into the final construction plans
- Prepare 100% construction plan documents and specifications based upon internal and AED review comments and feedback from the utility coordination meeting and submit to the Augusta Engineering Department for approval.
- Prepare a 100% plan opinion of probable construction cost (10% contingency).

### **Bidding and Pre-Construction**

A summary of tasks associated with Bidding & Contract Services will be completed as follows:

- Provide support with the Augusta Engineering and Procurement Departments in preparing final bid documents.
- Facilitate pre-bid meeting and address contractor written requests for information (RFI). Issuing addenda as required.
- Attend bid opening.
- Review bids and make recommendation of award.
- Attend the project pre-construction meeting.

### **East Augusta Phase V – East Telfair Drainage Improvements.**

### **Final Construction Plan Development**

A summary of tasks associated with Final Construction Plans will be completed as follows:

- Benesch will initiate the task by facilitating a kickoff/plan review meeting to review the 90% construction plans and review the proposed design schedule. This meeting will concurrently review the other drainage improvement projects.
- Benesch will submit the 90% drawings to the utility owners to confirm existing facilities and obtain proposed relocations where required.
  - Benesch will facilitate a remote utility coordination meeting to discuss the existing facilities and proposed relocations.
  - Benesch will incorporate proposed utility relocations into the final construction plans.
- Concurrent with the plans being reviewed by the utility providers, Benesch will work with Toole Surveying Company develop easement maps and submit to AED to begin acquisition. The project will require easements from an estimated 80 parcels.
- Prepare 100% construction plan documents and specifications based upon internal and AED review comments and feedback from the utility coordination meeting and submit to the Augusta Engineering Department for approval.
- Prepare a 100% plan opinion of probable construction cost (10% contingency).

### **Bidding and Pre-Construction**

A summary of tasks associated with Bidding & Contract Services will be completed as follows:

- Provide support with the Augusta Engineering and Procurement Departments in preparing final bid documents including detailed estimate and specifications.
- Facilitate pre-bid meeting and address contractor written requests for information (RFI). Issuing addenda as required.
- Attend bid opening.
- Review bids and make recommendation of award.
- Attend the project pre-construction meeting.



## **East Augusta Phase VI – East View Subdivision Drainage Improvements.**

### **Final Construction Plan Development**

A summary of tasks associated with Final Construction Plans will be completed as follows:

- Benesch will initiate the task by facilitating a kickoff/plan review meeting to review the 90% construction plans and review the proposed design schedule. This meeting will concurrently review the other drainage improvement projects.
- Benesch will submit the 90% drawings to the utility owners to confirm existing facilities and obtain proposed relocations where required.
  - Benesch will facilitate a remote utility coordination meeting to discuss the existing facilities and proposed relocations.
  - Benesch will incorporate proposed utility relocations into the final construction plans.
- Concurrent with the plans being reviewed by the utility providers, Benesch will work with Toole Surveying Company develop easement maps and submit to AED to begin acquisition. The project will require easements from an estimated 20 parcels.
- Prepare 100% construction plan documents and specifications based upon internal and AED review comments and feedback from the utility coordination meeting and submit to the Augusta Engineering Department for approval.
- Prepare a 100% plan opinion of probable construction cost (10% contingency).

### **Bidding and Pre-Construction**

A summary of tasks associated with Bidding & Contract Services will be completed as follows:

- Provide support with the Augusta Engineering and Procurement Departments in preparing final bid documents including detailed estimate and specifications.
- Facilitate pre-bid meeting and address contractor written requests for information (RFI). Issuing addenda as required.
- Attend bid opening.
- Review bids and make recommendation of award.
- Attend the project pre-construction meeting.

## **East Augusta Phase VII – Riverside Park Drainage Improvements.**

### **Final Construction Plan Development**

A summary of tasks associated with Final Construction Plans will be completed as follows:

- Benesch will initiate the task by facilitating a kickoff/plan review meeting to review the 90% construction plans and review the proposed design schedule. This meeting will concurrently review the other drainage improvement projects.
- Benesch will submit the 90% drawings to the utility owners to confirm existing facilities and obtain proposed relocations where required.
  - Benesch will facilitate a remote utility coordination meeting to discuss the existing facilities and proposed relocations.
  - Benesch will incorporate proposed utility relocations into the final construction plans.

- Concurrent with the plans being reviewed by the utility providers, Benesch will work with To Surveying Company develop easement maps and submit to AED to begin acquisition. The project will require easements from an estimated 25 parcels.
- Prepare 100% construction plan documents and specifications based upon internal and AED review comments and feedback from the utility coordination meeting and submit to the Augusta Engineering Department for approval.
- Prepare a 100% plan opinion of probable construction cost (10% contingency).

### **Bidding and Pre-Construction**

A summary of tasks associated with Bidding & Contract Services will be completed as follows:

- Provide support with the Augusta Engineering and Procurement Departments in preparing final bid documents including detailed estimate and specifications.
- Facilitate pre-bid meeting and address contractor written requests for information (RFI). Issuing addenda as required.
- Attend bid opening.
- Review bids and make recommendation of award.
- Attend the project pre-construction meeting.

### **Project Assumptions:**

The following design assumptions were made while preparing the scope for each project:

- Benesch estimates attending three (3) meetings during the Final Construction Plan Phase:
  - Kickoff/plan review meeting with the Augusta Engineering Department.
  - Utility Coordination meeting with utility owners.
  - 100% plan review meeting with Augusta Engineering Department.
- Benesch estimates attending three (3) meetings during the Bidding & Pre-Construction Services Phase:
  - Pre-bid Meeting.
  - Bid Opening.
  - Pre-construction Meeting.
- Benesch assumes that each project will require a Land Disturbance Permit and NPDES GAR100002 Permit.
- Opinions of probable Construction Cost are made based on experience, qualifications, and general familiarity with the construction industry. However, because we have no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, we cannot and do not guarantee that proposals, bids, or actual Construction Cost will not vary from the opinions of probable Construction Cost prepared.

### **Project Exclusions:**

The proposed scope of work excludes the following services. Should these or other professional services be required, Benesch will respectfully provide a supplemental proposal based on a mutually established scope of work:

- Construction Management, and Inspection.
- Private Utility Locate

- SUE Services
- Structural Engineering
- Geotechnical Engineering
- Environmental Engineering/Permitting

### **Schedule:**

Upon Notice to Proceed, Benesch will provide a full schedule outlining the development process. In general, the following outlines an estimation of project duration for each of the projects:

#### **Phase IV – Hornsby Drainage Improvements:**

- 1) Kickoff Meeting – 1 Week
- 2) Utility Coordination – 4 Weeks
- 3) Preparation of 100% complete Construction Plans, technical specifications, and construction cost estimate – 6 Weeks
- 4) 100% Plan review meeting – 1 Week

#### **Phase V – East Telfair Drainage Improvements:**

- 1) Kickoff Meeting – 1 Week
- 2) Easement Maps – 4 Weeks
- 3) Utility Coordination – 4 Weeks
- 4) Preparation of 100% complete Construction Plans, technical specifications, and construction cost estimate – 8 Weeks
- 5) 100% Plan review meeting – 1 Week

#### **Phase VI – East View Subdivision Drainage Improvements:**

- 1) Kickoff Meeting – 1 Week
- 2) Easement Maps – 2 Weeks
- 3) Utility Coordination – 4 Weeks
- 4) Preparation of 100% complete Construction Plans, technical specifications, and construction cost estimate – 6 Weeks
- 5) 100% Plan review meeting – 1 Week

#### **Phase VII – Riverside Park Drainage Improvements:**

- 1) Kickoff Meeting – 1 Week
- 2) Easement Maps – 2 Weeks
- 3) Utility Coordination – 4 Weeks
- 4) Preparation of 100% complete Construction Plans, technical specifications, and construction cost estimate – 6 Weeks
- 5) 100% Plan review meeting – 1 Week

### **Completion of Services & Additional Services**

We respectfully propose to work on an hourly rate basis against the following not to exceed fee lump sum. The lump sum fees are proposed given the assumed scope of work and professional time commitments noted above. We will not provide services exceeding this amount without written authorization from the Augusta Engineering Department. Monthly invoices will include a detailed breakdown of all time dedicated to the project.

- Phase IV – Hornsby Drainage Improvements: \$ 28,550
  - Benesch – Final Construction Plans (\$24,240)
  - Benesch – Bidding and Pre-Construction (\$4,310)
- Phase V – East Telfair Drainage Improvements: \$ 42,235
  - Benesch – Final Construction Plans (\$37,925)
  - Benesch – Bidding and Pre-Construction (\$4,310)
  - Toole Surveying (\$2,000)
- Phase VI – East View Subdivision Drainage Improvements: \$ 36,285
  - Benesch – Final Construction Plans (\$31,975)
  - Benesch – Bidding and Pre-Construction (\$4,310)
  - Toole Surveying (\$500)
- Phase VII – Riverside Park Drainage Improvements: \$ 41,135
  - Benesch – Final Construction Plans (\$36,825)
  - Benesch – Bidding and Pre-Construction (\$4,310)
  - Toole Surveying (\$625)

**Total Design and Engineering Support Services:**

Total **\$ 148,205**

Again, thank you for this opportunity to submit a request for supplemental fees. Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Alfred Benesch & Company



Victor Conover, P.E., C.F.M.  
Project Manager

Attachments: Man-hour/Fee Estimate (4 Pages)



Date: 10/19/2023

Project Location: Augusta-Richmond County

Owner: Augusta Engineering Department

Project Name: East Augusta Drainage Plans

Benesch Proposal #: P2319125

Item/ Task Description		Sr. Project Manager	Project Manager	Engineer	Designer	CAD Designer	Admin	Total
<b>Phase IV - Hornsby</b>								
<b>Final Construction Plans</b>								
Project Management (scheduling/invoicing)		8						8
Kickoff Meeting			2		2			4
Prepare Meeting Minutes from Kickoff Meeting			1		2			3
Send Construction Plans to Utility Owners			1		4			5
Construction Plan Review			4	16				20
Revise Construction Plans					20	80		100
Submit Plans for Erosion Control Review					4			4
Address Erosion Control Plan Comments - Final Submittal					8	24		32
Detailed Estimate - Construction Cost			4		16			20
Construction Specifications				8	8			16
100% Plan Review Meeting			2		2			4
								0
<b>Bidding and Pre-Construction</b>								0
Facilitate pre-bid meeting			2		4			6
Address RFI - Addeneda			2		8		4	14
Attend Bid Opening			2		2			4
Review Bids and Award recommendation			2		4			6
Attend Pre-construction Meeting			2		2			4
								0
								0
								0
								0
								0
								0
								0
								0
								0
<b>Total</b>		8	24	24	86	104	4	250

Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Sr. Project Manager	8	\$235.00	\$1,880.00	
Project Manager	24	\$175.00	\$4,200.00	
Engineer	24	\$145.00	\$3,480.00	
Designer	86	\$115.00	\$9,890.00	
CAD Designer	104	\$85.00	\$8,840.00	
Admin	4	\$65.00	\$260.00	
Total per Rate Schedule			\$28,550.00	\$28,550.00
Direct Costs	Number	Rate	Cost (\$)	
Travel		\$0.56	\$0.00	
Total Direct Costs				\$0.00
Subconsultant Costs	Number	Rate	Est. Cost (\$)	
Toole Surveying	1	\$0.00	\$0.00	
Total Subconsultant Costs				\$0.00
Total Proposed Fees				\$28,550.00



Date: 10/19/2023  
 Project Location: Augusta-Richmond County  
 Owner: Augusta Engineering Department  
 Project Name: East Augusta Drainage Plans  
 Benesch Proposal #: P2319125

Item/ Task Description		Sr. Project Manager	Project Manager	Engineer	Designer	CAD Designer	Admin	Total
<b>Phase V - East Telfair</b>								
<b>Final Construction Plans</b>								
Project Management (scheduling/invoicing)		8						8
Kickoff Meeting			2		2			
Prepare Meeting Minutes from Kickoff Meeting			1		2			
Send Construction Plans to Utility Owners			1		4			5
Utility Coordination Meeting			2		2			4
Utility Coordination Meeting Minutes			1		2			3
Easement Drawings			4	20	20	80		124
Construction Plan Review			4	16				20
Revise Construction Plans					20	80		100
Submit Plans for Erosion Control Review					4			4
Address Erosion Control Plan Comments - Final Submittal					8	24		32
Detailed Estimate - Construction Cost			4		16			20
Construction Specifications				8	8			16
100% Plan Review Meeting			2		2			4
<b>Bidding and Pre-Construction</b>								0
Facilitate pre-bid meeting			2		4			6
Address RFI - Addeneda			2		8		4	14
Attend Bid Opening			2		2			4
Review Bids and Award recommendation			2		4			6
Attend Pre-construction Meeting			2		2			4
								0
								0
								0
								0
								0
								0
								0
								0
<b>Total</b>		8	31	44	110	184	4	381

Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Sr. Project Manager	8	\$235.00	\$1,880.00	
Project Manager	31	\$175.00	\$5,425.00	
Engineer	44	\$145.00	\$6,380.00	
Designer	110	\$115.00	\$12,650.00	
CAD Designer	184	\$85.00	\$15,640.00	
Admin	4	\$65.00	\$260.00	
<b>Total per Rate Schedule</b>			\$42,235.00	\$42,235.00
<b>Direct Costs</b>	<b>Number</b>	<b>Rate</b>	<b>Cost (\$)</b>	
Travel		\$0.585	\$0.00	
<b>Total Direct Costs</b>				\$0.00
<b>Subconsultant Costs</b>	<b>Number</b>	<b>Rate</b>	<b>Est. Cost (\$)</b>	
Toole Surveying	1	\$2,000.00	\$2,000.00	
<b>Total Subconsultant Costs</b>				\$2,000.00
<b>Total Proposed Fees</b>				<b>\$44,235.00</b>



Date: 10/19/2023  
 Project Location: Augusta-Richmond County  
 Owner: Augusta Engineering Department  
 Project Name: East Augusta Drainage Plans  
 Benesch Proposal #: P2319125

Item/ Task Description		Sr. Project Manager	Project Manager	Engineer	Designer	CAD Designer	Admin	Total
<b>Phase VI - East View Subdivision</b>								
<b>Final Construction Plans</b>								
Project Management (scheduling/invoicing)		8						8
Kickoff Meeting			2		2			4
Prepare Meeting Minutes from Kickoff Meeting			1		2			3
Send Construction Plans to Utility Owners			1		4			5
Utility Coordination Meeting			2		2			4
Utility Coordination Meeting Minutes			1		2			3
Easement Drawings			4	10	20	40		74
Construction Plan Review			4	16				20
Revise Construction Plans					40	40		80
Submit Plans for Erosion Control Review					4			4
Address Erosion Control Plan Comments - Final Submittal					8	24		32
Detailed Estimate - Construction Cost			4		16			20
Construction Specifications				8	8			16
100% Plan Review Meeting			2		2			4
								0
<b>Bidding and Pre-Construction</b>								0
Facilitate pre-bid meeting			2		4			6
Address RFI - Addeneda			2		8		4	14
Attend Bid Opening			2		2			4
Review Bids and Award recommendation			2		4			6
Attend Pre-construction Meeting			2		2			4
								0
								0
								0
								0
								0
								0
								0
<b>Total</b>		8	31	34	130	104	4	311

Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Sr. Project Manager	8	\$235.00	\$1,880.00	
Project Manager	31	\$175.00	\$5,425.00	
Engineer	34	\$145.00	\$4,930.00	
Designer	130	\$115.00	\$14,950.00	
CAD Designer	104	\$85.00	\$8,840.00	
Admin	4	\$65.00	\$260.00	
<b>Total per Rate Schedule</b>			\$36,285.00	\$36,285.00
<b>Direct Costs</b>	<b>Number</b>	<b>Rate</b>	<b>Cost (\$)</b>	
Travel		\$0.56	\$0.00	
<b>Total Direct Costs</b>				\$0.00
<b>Subconsultant Costs</b>	<b>Number</b>	<b>Rate</b>	<b>Est. Cost (\$)</b>	
Toole Surveying	1	\$500.00	\$500.00	
<b>Total Subconsultant Costs</b>				\$500.00
<b>Total Proposed Fees</b>				<b>\$36,785.00</b>



Date: 10/19/2023  
 Project Location: Augusta-Richmond County  
 Owner: Augusta Engineering Department  
 Project Name: East Augusta Drainage Plans  
 Benesch Proposal #: P2319125

Item/ Task Description		Sr. Project Manager	Project Manager	Engineer	Designer	CAD Designer	Admin	Total
<b>Phase VII - Riverside Park</b>								
<b>Final Construction Plans</b>								
Project Management (scheduling/invoicing)		8						8
Kickoff Meeting			2		2			
Prepare Meeting Minutes from Kickoff Meeting			1		2			
Send Construction Plans to Utility Owners			1		4			5
Utility Coordination Meeting			2		2			4
Utility Coordination Meeting Minutes			1		2			3
Easement Drawings			4	20	20	40		84
Construction Plan Review			4	16				20
Revise Construction Plans					40	80		120
Submit Plans for Erosion Control Review					4			4
Address Erosion Control Plan Comments - Final Submittal					8	24		32
Detailed Estimate - Construction Cost			4		16			20
Construction Specifications				8	8			16
100% Plan Review Meeting			2		2			4
<b>Bidding and Pre-Construction</b>								0
Facilitate pre-bid meeting			2		4			6
Address RFI - Addeneda			2		8		4	14
Attend Bid Opening			2		2			4
Review Bids and Award Recommendation			2		4			6
Attend Pre-construction Meeting			2		2			4
								0
								0
								0
								0
								0
								0
								0
								0
<b>Total</b>		8	31	44	130	144	4	361

Personnel	Est. Hours	Rate/Hour	Cost (\$)	Totals
Sr. Project Manager	8	\$235.00	\$1,880.00	
Project Manager	31	\$175.00	\$5,425.00	
Engineer	44	\$145.00	\$6,380.00	
Designer	130	\$115.00	\$14,950.00	
CAD Designer	144	\$85.00	\$12,240.00	
Admin	4	\$65.00	\$260.00	
<b>Total per Rate Schedule</b>			\$41,135.00	\$41,135.00
<b>Direct Costs</b>	<b>Number</b>	<b>Rate</b>	<b>Cost (\$)</b>	
Travel		\$0.56	\$0.00	
<b>Total Direct Costs</b>				\$0.00
<b>Subconsultant Costs</b>	<b>Number</b>	<b>Rate</b>	<b>Est. Cost (\$)</b>	
Toole Surveying	1	\$625.00	\$625.00	
<b>Total Subconsultant Costs</b>				\$625.00
<b>Total Proposed Fees</b>				<b>\$41,760.00</b>





## Committee Meeting

Meeting Date: January 30, 2024

### 811 Utilities Protection Center Annual Payment

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve the sole source payment of \$27,245.75 to the Georgia 811 Utilities Protection Center.
<b>Background:</b>	The Augusta Engineering Department, along with other local government departments and utility providers, are currently subscribed to the 811 Utilities Protection Center to receive alerts of underground activities near our infrastructure. This subscription allows AED staff to receive and view all underground activity alerts near Augusta owned underground infrastructure such as fiber optics, traffic signals, and street lighting.
<b>Analysis:</b>	The Augusta Engineering Department has been a member of the 811 Utilities Protection Center for many years. This agency used to bill monthly, but in 2022, they changed their billing structure to an annual payment. AED typically pays between \$2,000 and \$2,500 each month for access to this service. Starting in 2024, state law requires all public agencies with underground utilities to be a member of the 811 Utilities Protection Center.
<b>Financial Impact:</b>	Adequate funds are available, and expenditures of this amount will leave enough funding for other payments throughout the remainder of this fiscal year.
<b>Alternatives:</b>	Do not approve the sole source request.
<b>Recommendation:</b>	Approve the sole source payment request in the amount of \$27,245.75 to the Georgia 811 Utilities Protection Center.
<b>Funds are available in the following accounts:</b>	(\$27,245.75) Streetlights Operations 276041610-5312310
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/SR



**Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)**

Vendor: Utilities Protection Center E-Verify Number: 490609

Commodity: Underground Utilities Alert

Estimated annual expenditure for the above commodity or service: \$ 27,245.75

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- \_\_\_\_\_ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- \_\_\_\_\_ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- \_\_\_\_\_ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- X   4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- \_\_\_\_\_ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- \_\_\_\_\_ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik Department: Augusta Engineering Date: 1/10/24

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approval Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Approval: (required – not required) \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS:



## ENGINEERING DEPARTMENT

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Hameed Malik, PE, Ph. D., Director  
John Ussery, PE, Assistant Director of Traffic

### MEMORANDUM

TO: Ms Geri Sams – Procurement Director

FROM: Hameed Malik, P.E., Ph D., Engineering Director

DATE: January 10, 2024

SUBJECT: 811 Underground Utility Alert Annual Fee

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The Augusta Engineering Department, Traffic Engineering is a member of the Georgia 811 Utilities Protection Center services. We receive daily alerts when a construction project is ready to begin. Staff reviews the alerts and determines if TE has any underground utilities in the area and marks them, so they are not damaged. This is the same system that the Augusta Utilities Department uses for their underground sewer, water, and fiber lines. Because we have been 811 members for several years, instead of a monthly fee, we will now be charged an annual fee based on the previous year's average monthly bill. The average monthly costs were between \$2,000 and \$2,500. That was used for the basis of the annual fee.

Georgia 811 Utilities Protection Center is headquartered in Duluth, GA and has customers throughout the state. Funding is available through the Augusta Traffic Engineering Street Light Electricity Account #276041610-5312310.

JU/SR

cc: File



PO BOX 536434  
ATLANTA, GA 30353-6434  
770-623-4332, Option #4

# Invoice

Date	Invoice #
1/1/2024	A24028

Member Code
AUGRC

Bill To
Augusta Richmond County (AUGRC) 452 Walker St Suite 110 Augusta, GA 30904

<input type="checkbox"/>	Monthly
<input type="checkbox"/>	Quarterly
<input type="checkbox"/>	Annual

P.O. No.	Terms

Item	Description	Quantity	Rate	Amount
Annual	2024 Annual Membership Fee		27,245.75	27,245.75

If paying by check, please include your invoice number and member code to ensure payment is applied correctly.

Thank you!

**Total** \$27,245.75

**Payments/Credits** \$0.00

**Balance Due** \$27,245.75

Please note Georgia 811 is a 501(c)(6) organization. Contributions or gifts to us are not deductible as charitable contributions for federal income tax purposes.



### Committee Meeting

Meeting Date: January 30, 2024

#### Speed Hump Request for Fairington Drive

---

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve the installation of twelve (12) speed humps along Fairington Drive between Tobacco Road and Teakwood Drive per adopted Augusta speed hump policy. Approve construction funds in the amount of \$54,000. Requested by Augusta Engineering & Environmental Services Department
<b>Background:</b>	The residents of this area requested to go through the speed hump process. The speed survey showed that the majority of the vehicles traveling along this street section were going 10 mph over the posted speed limit. Over 51% of the property owners adjacent to Fairington Drive signed the required petition. Augusta Engineering will install up to 12 speed humps per Augusta policy.
<b>Analysis:</b>	Based on current cost of materials and labor, the price to install one standard speed hump is approximately \$4,000. Per the adopted policy, twelve (12) speed humps will be installed to calm traffic and reduce overall vehicle speeds.
<b>Financial Impact:</b>	Adequate funds are available, and expenditures of this amount will leave enough funding for other traffic calming projects throughout the remainder of this fiscal year.
<b>Alternatives:</b>	Do not approve installation of speed humps along Fairington Dr
<b>Recommendation:</b>	Approve the installation of twelve (12) speed humps along Fairington Drive between Tobacco Road and Teakwood Drive at a cost of approximately \$54,000.
<b>Funds are available in the following accounts:</b>	(\$54,000) 101041710-5319160 – Traffic Operations budget
<b><u>REVIEWED AND APPROVED BY:</u></b>	HM/SR



# ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

## PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

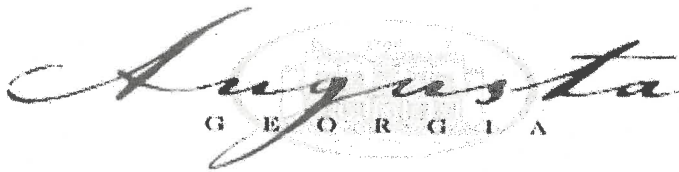
We the undersigned residents of FAIRINGTON DRIVE from  
Street  
TOBACCO ROAD to TEAKWOOD DRIVE do hereby  
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood Representative: Paul Melvin Toey 4100 Country LN.  
Name Address Phone Number

Print Name Address Date Signature

✓	Shanda Kimble	3925 Fairington Dr.	4/2/23	[Signature]
✓	Blenda Runnels	3920 Fairington Dr.	4/2/23	Blenda Runnels
✓	Jarvis Thomas	3922 Fairington Dr	4-2-23	[Signature]
✓	Shirley Mack	3921 Fairington Dr	4/2/23	Shirley Mack
	Anthony Hawes	3918 FAIRINGTON DR	4/2/23	[Signature]
	Wade Belcher	3914 Fairington Dr.	4/2/23	[Signature]
	A Keetha Wilkey	3913 Fairington Dr.	4-2-23	[Signature]
	Travis Perkins	3911 Fairington Dr	4/2/23	[Signature]
✓	Michael Wilkows	3912 FAIRINGTON DR	4/2/23	Michael Wilkows
✓	Eldon O. Smith	3906 Fairington DR	4/2/23	Eldon Smith
✓	Samantha Clark	3700 Clayborn Dr	4-2-23	[Signature]



## ENGINEERING DEPARTMENT

Item 29.

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

### PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of FAIRINGTON DRIVE from  
Street

TOBACCO ROAD to TEAKWOOD DRIVE do hereby  
Street Street

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Neighborhood	Name	Address	Phone Number
Representative:			

Print Name	Address	Date	Signature
Rickie Mcendon	3789 Fairington Dr.	3-17-23	[Signature]
✓ Lorraine Cain	3793 Fairington Dr.	3/17/23	[Signature]
✓ Johnnie B. Liggins	3778 Fairington Dr.		[Signature]
✓ Joe Mitcham	3785 Fairington Dr.		[Signature]
✓ Michael Lowe	3776 Fairington Dr.	3-18-23	[Signature]
✓ Bernice Johnson	3781 Fairington Dr.	3-18-2023	[Signature]
✓ Damien Johnson	3779 Fairington Dr.	3-18-23	[Signature]
✓ James Jones	3774 Fairington Dr.	3-18-23	[Signature]
✓ Deborah Smith	3770 Fairington Dr.	3-18-23	[Signature]
✓ Jeffrey Beard	3775 Fairington Dr.	3-18-23	[Signature]
✓ Lesley Crawford	3788 Fairington Dr.	3-29-23	[Signature]





## ENGINEERING DEPARTMENT

Item 29.

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

### PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Fairington Street

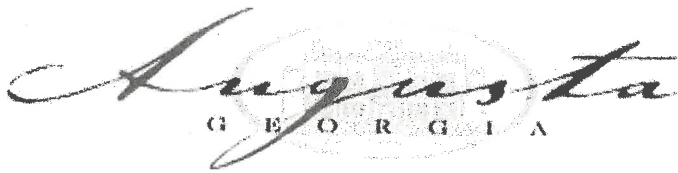
~~3415~~ TOBACCO ROAD to TEAKWOOD DRIVE do hereby  
Street Street

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Neighborhood Representative: \_\_\_\_\_  
Name Address Phone Number

Print Name	Address	Date	Signature
✓ <del>Don C. Rogers</del>	8297 FAIRINGTON	3/17/23	<del>Don C. Rogers</del>
✓ <del>Vonina Allen</del>	3799 Fairington	3/17/23	<del>Vonina Allen</del>
✓ <del>Ch. M. B. H.</del>	3803 Fairington Dr	3-17-23	<del>Ch. M. B. H.</del>
✓ Nicole Green	3794 Fairington Dr	3/17/23	Nicole Green
✓ Ariana Conkleen	3805 Fairington Dr	3/17/23	Ariana Conkleen
✓ Allen S. Thomas	3798 FAIRINGTON Dr.	3/17/23	Allen S. Thomas
✓ Gregory Scott	3796 Fairington Dr.	3/17/23	Gregory Scott
✓ <del>Jeffrey</del>	3809 Fairington Dr.	3/17/23	<del>Jeffrey</del>
✓ <del>Lyn Geyner</del>	3784 Fairington Dr	3/17/23	<del>Lyn Geyner</del>
✓ Viola McCain	3782 Fairington	3/17/23	Viola McCain
✓ Ben Jamir Jones	3780 FAIRINGTON	3-17-23	Ben Jamir Jones





# ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

## PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of 3705 FAIRINGTON DRIVE from  
Street

TOBACCO ROAD to TEAKWOOD DRIVE do hereby  
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone</u> <u>Number</u>
Neighborhood Representative:	_____		

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
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<u>Cassie Gray</u>	<u>3909 Fairington Dr</u>	<u>4-2-23</u>	<u>Cassie Gray</u>
<u>Alecia Collins</u>	<u>3719 Clayborn Dr</u>	<u>4-2-23</u>	<u>Alecia Collins</u>

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of FAIRINGTON DRIVE Street from

TOBACCO ROAD Street to TEAKWOOD DRIVE Street do hereby

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood  
Representative: \_\_\_\_\_

Name Address Phone Number

Print Name	Address	Date	Signature
✓ Yvonne Childs-Johnson	3771 Fairington Dr	3/7/20	Y. Childs-Johnson
✓ Wallace Fletcher	3708 Fairington Dr	3/7/23	Wallace Fletcher
✓ Raymond Weaver	3828 Fairington Dr	3/7/23	Raymond Weaver
✓ Eli Badillo	3787 Fairington Dr	3/7/23	Eli Badillo
✓ Mary Johnson	3149 Fairington Dr	3/7/23	Mary Johnson
Jacqueline Balf	3751 Fairington Dr	3/25/23	Jacqueline Balf
Melinda Sessoms	3755 Fairington Dr	3/25/23	Melinda Sessoms
✓ Ray Grathers	3755 Fairington Dr	3/25/23	Ray Grathers
Natasha Watkins	3757 Fairington Dr	3/25/23	Natasha Watkins
✓ Dina Elbeleidy	3759 Fairington Dr	3/25/23	Dina Elbeleidy
✓ Keenan Phillips	3766 Fairington Dr	3/25/23	Keenan Phillips

FOR



Item 29.

## ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

### PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of \_\_\_\_\_ from  
Street

\_\_\_\_\_ to \_\_\_\_\_ do hereby  
Street Street

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	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	_____		

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
-------------------	----------------	-------------	------------------

✓ ELLA EALY	3848 Fairington Dr	03-07-23	E. E. Ealy
✓ MERLIN THOMASON	3716 FAIRINGTON DR	03-22-23	Merlin Thomason
✓ John & Mae Ann Perez	3783 Fairing Dr.	3/6/23	John V. M. Perez
✓ Andy D. Walker	3747 Fairington Dr	3/8/23	Andy D. Walker
✓ ANN R. HAMPTON	3744 Fairington Dr	3/9/2023	Ann R. Hampton

FOR

Item 29.



## ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

### PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of FAIRINGTON DRIVE from  
Street

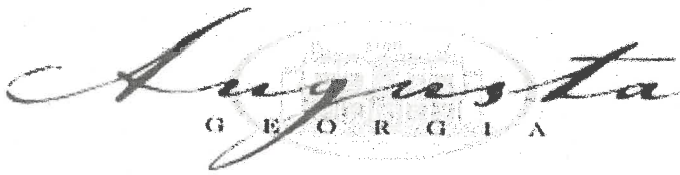
TOBACCO ROAD to TEAKWOOD DRIVE do hereby  
Street Street

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Neighborhood Representative:	Name	Address	Phone Number

Print Name	Address	Date	Signature
✓ DONALD COLES	3815	3-7-23	Donald L. Coles
✓ OTIS JONES	3863 Fairington	3-7-23	Otis Jones
✓ GWENDOLYN WALTON	3761 Fairington	3-7-23	Gwendolyn Walton
✓ BRIAN SITA	3835 FAIRINGTON	3-7-23	Brian Sita
✓ ABRAHAM WILSON	3852 Fairington	3-7-23	Abraham Wilson
✓ JOHN & CHERYL GILCHRIST	3795 FAIRINGTON	3-7-23	John & Cheryl Gilchrist
✓ STANTON AND TERESA SHEALY	3720 FAIRINGTON DR.	03-07-23	Stanton L. Shealy
✓ DANIEL TURNER	3826 Fairington Pr	3-7-23	Daniel Turner
✓ MICHAEL FERNANDEZ	3762 fairington DR	3-25-23	Michael Fernandez





# ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

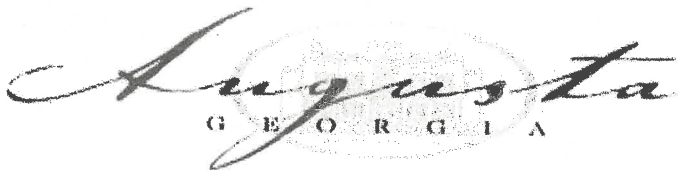
## PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Fairington Drive from  
Tobacco Rd. to Teakwood Dr. do hereby  
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood	Name	Address	Phone Number
Representative:			

Print Name	Address	Date	Signature
✓ Debra Keffer	3853 Fairington Dr.	March 18 <sup>th</sup>	Debra Keffer
✓ Rayneica Thompson	3819 Fairington Dr.	March 18 <sup>th</sup>	Rayneica Thompson
✓ Joni Rogers	3804 Fairington Dr.	20 Mar 23	Joni Rogers



## ENGINEERING DEPARTMENT

Item 29.

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

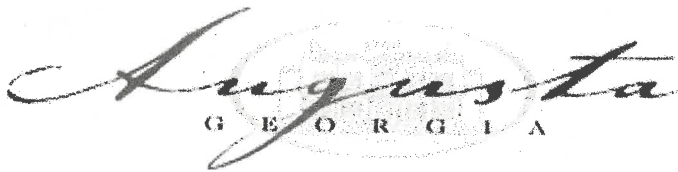
### PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Fairington Drive from  
Street  
Tobacco Road to Teakwood Drive do hereby  
Street Street

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Neighborhood Name Address Phone  
Representative: Number

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
✓ Robin Hamilton	3834 Fairington Drive	3/18/2023	Robin Hamilton
✓ Quincy Roberson	3836 FAIRINGTON DR	3-18-23	Quincy Roberson
✓ FRANK ROBERSON	3849 FAIRINGTON DR	3/18/23	Frank Roberson
✓ Tatiana Harrod	3840 Fairington Dr	3/18/23	Tatiana Harrod
✓ JANNIE Hightower	3857 FAIRING DR	3/18/23	Jannie Hightower
✓ ANITA KEEFER	3842 FAIRINGTON DR	3/18/23	Anita Keffer
✓ Joseph Tenorio	3844 Fairington Drive	18 Dec 2023	Joseph Tenorio
✓ Ollis Jones Jr	3863 Fairington Dr	3/18/23	Ollis Jones
✓ Linda Andersen	3854 Fairington Dr	3/18/23	Linda Andersen
✓ Anasia Goodwin	3856 Fairington Dr	3/18/23	Anasia Goodwin
✓ Kenneth Adams	3865 Fairington Dr	3/18/23	Kenneth Adams



## ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

### PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Fairington Drive from  
Tobacco Road to Teakwood Drive do hereby  
Street Street

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Neighborhood Representative:	Name	Address	Phone Number
------------------------------	------	---------	--------------

Print Name	Address	Date	Signature
✓ William Lamb	3814 Fairington	03-17-23	William Lamb
Cameron McFadden	3827 Fairington	3-17/23	Cameron McFadden
Gloria Cooper	3817 Fairington	3-17-23	Gloria Cooper
✓ George Jones	3808 Fairington	3-17-23	George Jones
✓ Fastine Cooper	3806 Fairington Dr.	3/18/23	Fastine Cooper
Christ Seymore	3837 Fairington Dr.	3/18/23	Christ Seymore
✓ Josephine Burns	3841 Fairington Dr	3/18-23	Josephine Burns
✓ Alice Burkley	3843 Fairington Dr	3/18/23	Alice Burkley
✓ OSWALD CALLENDER	3830 Fairington Dr	3/18/23	Oswald Calender
Clare Corley	3847 Fairington Dr	3/18	Clare Corley
JAMES CHILDS	3832 Fairington Dr	3/18-23	James Childs



**Hameed Malik, PE, Ph D, Director**  
**John Ussery, PE, Assistant Director of Traffic**

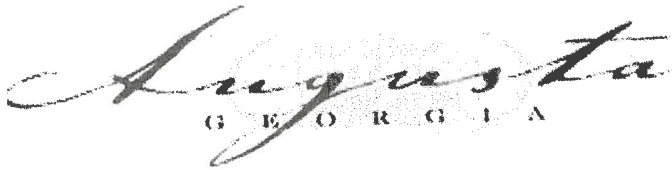
We the undersigned residents of Fairington Drive from  
Street  
Tobacco Road to Teakwood Drive do hereby  
Street

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Neighborhood Name Address Phone Number  
Representative: \_\_\_\_\_

314





# ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

## PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Fairington Drive from

Street

Sobacco Rd. to Teakwood Drive do hereby

Street

Street

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Neighborhood Representative: \_\_\_\_\_

Name

Address

Phone  
Number

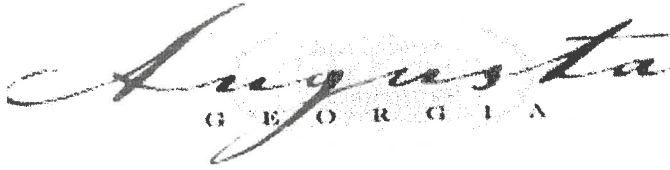
Print Name

Address

Date

Signature

✓ Douglas P. Hastings	3709 FAIRINGTON DR.	3/15/	Douglas P. Hastings
Jo Ann Haddock	3710 Fairington Dr.	3/15/23	Jo Ann Haddock
Karen Bannan	3715 Fairington Dr.	3/15/23	K. Bannan
✓ Cheryl Reed	3728 Fairington Dr.		Cheryl Reed
✓ Kevin Demastrie	3717 Fairington Dr.		K. Demastrie
✓ Remille Ables	3721 Fairington Dr.		Remille Ables
✓ Richard Bloggdale	3727 FAIRINGTON		R. Bloggdale
✓ JERRY K GILKES	3734 Fairington Dr.	3/15	J. Gilkes
✓ James Swanagan	3737 Fairington Dr.		J. Swanagan
✓ Jerome R. Peterson	3743 Fairington Drive		J. Peterson
✓ Orlando Bradley	3751 Fairington Dr.		O. Bradley



# ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

## PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

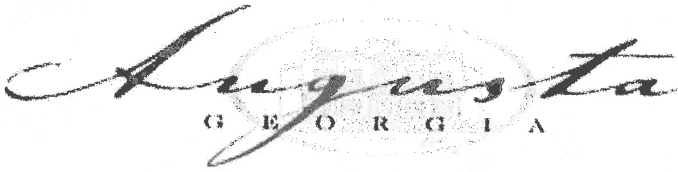
We the undersigned residents of Fairington Drive from  
Street

Tobacco Rd. to Teakwood Drive do hereby  
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:			

	<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
✓	Miguel Geraldo	3867 fairington DR	3/16/23	[Signature]
	Yohendri Mendez	3719 fairington Dr	3/16/23	Yohendri Mendez
✓	Michael Cuy	3718 fairington DR	3-16-23	[Signature]
	Kenya Goodwin	3723 Fairington Dr	3-16-23	Kenya Goodwin
✓	Jonathan Todd	3730 Fairington Dr	3/16/23	Jonathan Todd
	Thomas Cody	3732 Fairington Dr	3-16-23	[Signature]
✓	Faye Armstrong	3738 Fairington	3-16-23	Faye Armstrong
✓	HAROLD BAKESTRAN	3741 FAIRINGTON DR	3/16/23	[Signature]



# ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

## PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

We the undersigned residents of Fairington Dr from  
Street  
Fairington Dr to Teakwood do hereby  
Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

Neighborhood Name Address Phone  
Representative: Number

Print Name Address Date Signature

• Edward B. Anderson 3784 Fairington Dr. 6 Sep 23 Edward B. Anderson  
Cheryl A. Palmer Gilchrist 3795 Fairington Dr. Sept 6, 2023 Cheryl A. Gilchrist  
~~Veola McCain 3782 Fairington Dr Sept. 11, 2023 Veola McCain~~

3773 Empty



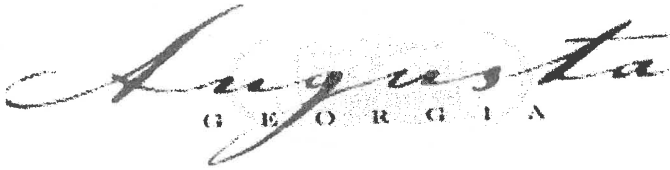
**ENGINEERING DEPARTMENT**

# PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

Tobacco Rd. to Teakwood Drive do hereby  
Street Street

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	Roba Robier	2513 Mickey Dr. Alph.	706 792-2884

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
Wanda Lynch	3725 Fairington Dr.	9/6/2023	Wanda Lynch
Sylvia Barnes	3735 Fairington Dr.	9-6-2023	Sylvia Barnes
Antoine Cotton	3765 Fairington Dr.		



# ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director  
John Ussery, PE, Assistant Director of Traffic

## PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

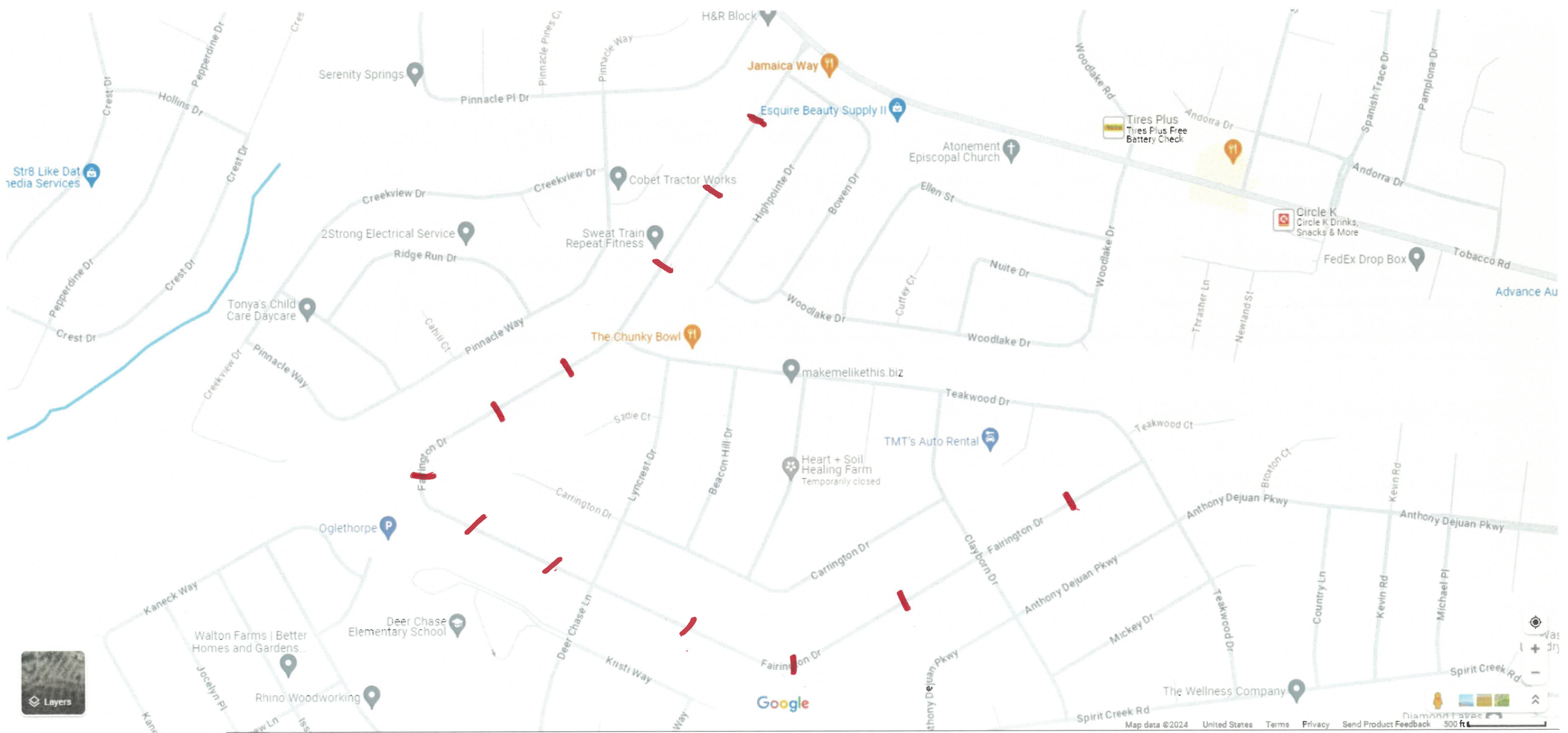
We the undersigned residents of Fairington Drive from  
Street

Tobacco Rd. to Seakwood Drive do hereby  
Street Street

request Augusta, GA to install speed humps along our street. We understand that if in the future we desire to remove the speed humps, the humps will only be considered for removal after receipt of a petition of 90% or more of the property owners within the special assessment district asking for the removal. (Augusta, GA may remove any or all of the humps at any time for safety reasons).

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Neighborhood Representative:	_____		

<u>Print Name</u>	<u>Address</u>	<u>Date</u>	<u>Signature</u>
Calvery Martin	3916 Fairington Dr	8/19/23	Calvery Martin
Barbara Dixon	3907 Fairington dr	8-19-2023	Barbara Dixon
Jesse Fonteyon	3905 Fairington dr.	8-19-23	Jesse Fonteyon
Lena Bell	3807 Fairington Drive	8/19/23	Lena Bell
Alexis Medina	3813 Fairington Drive	8/19/23	Alexis Medina
KALVIN GRANI	3817 Fairington Drive	8/23/23	Kalvin Grani





## Committee Meeting

Meeting Date: January 30, 2024

National Hills Drainage Basin-Drainage Conveyance Improvements Project

Railroad Coordination and Review

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the National Hills Drainage Basin Drainage Conveyance Improvements Project in accordance with the estimate \$15,000.00. Also, approve the Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering
<b>Background:</b>	National Hills Drainage Conveyance Improvements project is one of four major drainage improvement projects that Augusta Engineering initiated in older neighborhoods experiencing conveyance system capacity problems. National Hills system initial assessment is complete and indicates that cross drains located under CSX tracks need improvements. Improvements such as design and construction warrant coordination with CSX Transportation, Inc. to ensure proposed design meets railroad requirements of tracks safety and passing trains safe mobility and safe construction zone.
<b>Analysis:</b>	Railroad coordination is required to ensure rail tracks safety and advance project construction schedule. Augusta would be required to enter into an agreement that Augusta will pay the estimated amount of \$15,000.00. This is a cost that is required to be paid by the Augusta, GA to complete needed engineering review.
<b>Financial Impact:</b>	SPLOST 8 Grading & Drainage.
<b>Alternatives:</b>	1). Do not approve and find alternative to reimburse CSX and complete the project.
<b>Recommendation:</b>	Approve entering into an agreement with CSX Transportation, Inc. stating that Augusta, GA will pay for the Preliminary Engineering and Review for the National Hills Drainage Basin Drainage Conveyance Improvements Project in accordance with the estimate \$15,000.00. Also, approve the Agreement to be executed by the Augusta, GA Legal Counsel and the Mayor. Requested by Engineering

**Funds are available in** (\$15,000) 330-044320-52.23110 / 222830907-52.23110 - SPLOST 8  
**the following accounts:** Grading & Drainage

**REVIEWED AND** HM/SR  
**APPROVED BY:**



Augusta, Richmond Co., GA  
 National Hills & AED Drainage Project  
 Carolinas Zone, McCormick Sub.  
 MP AK-464.19 to 464.52  
 OP No. \_\_\_\_\_

## **PRELIMINARY ENGINEERING AGREEMENT**

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and City of Augusta (Augusta Engineering & Environmental Services Dept), a body corporate and political subdivision of the State of Georgia (“Agency”).

### **EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the development of the proposed **Drainage improvements to mitigate flooding issues in the vicinity of CSXT Mileposts AK-464.19 to 464.52 in the Carolinas Zone, McCormick Subdivision in Augusta, Richmond County, GA** (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

#### 1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

Augusta, Richmond Co., GA  
 National Hills & AED Drainage Project  
 Carolinas Zone, McCormick Sub.  
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2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.
  
3. Reimbursement of CSXT Expenses.
  - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).
  
  - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$15,000** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
  
  - 3.3. Payment Terms.
    - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the **CSXT Schedule PA** form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
  
    - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

Augusta, Richmond Co., GA  
National Hills & AED Drainage Project  
Carolinas Zone, McCormick Sub.  
MP AK-464.19 to 464.52  
OP No. \_\_\_\_\_

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first

Augusta, Richmond Co., GA  
National Hills & AED Drainage Project  
Carolinas Zone, McCormick Sub.  
MP AK-464.19 to 464.52  
OP No. \_\_\_\_\_

class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street, J301  
Jacksonville, Florida 32202  
Attention: Director Project Management – Public Projects

If to Agency: Augusta Engineering and Environmental Services Department  
452 Walker St , Suite 110  
Augusta, GA 30901

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the State of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Richmond County, Georgia, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Richmond County, Georgia.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Augusta, Richmond Co., GA  
National Hills & AED Drainage Project  
Carolinas Zone, McCormick Sub.  
MP AK-464.19 to 464.52  
OP No. \_\_\_\_\_

**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 13, 2023**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**CITY OF AUGUSTA**

By: \_\_\_\_\_  
Garnett Johnson  
Mayor of Augusta

**CSX TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Todd Allton  
Project Manager II – CSX Public Projects

Augusta, Richmond Co., GA  
National Hills & AED Drainage Project  
Carolinas Zone, McCormick Sub.  
MP AK-464.19 to 464.52  
OP No. \_\_\_\_\_

ACCT. CODE : 709 - TBD

Form Revision

4/21/2023

ESTIMATE SUBJECT TO REVISION AFTER: 10/3/2024 DOT NO.: N/A  
CITY: Augusta COUNTY: Richmond STATE: GA  
DESCRIPTION: Preliminary Engineering fo review proposed National Hills & AED drainage improvements

ZONE: Carolinas SUB-DIV: McCormick AK 464.19 to  
AGENCY PROJECT NUMBER: 0 MILE POST: 464.52

**PRELIMINARY ENGINEERING:**

Contracted & Administrative Engineering Services (CSX Admin)	\$	2,000
Contracted & Administrative Engineering Services (STV)	\$	13,000
<b>Subtotal</b>	<b>\$</b>	<b>15,000</b>

**CONSTRUCTION ENGINEERING/INSPECTION:**

Contracted & Administrative Engineering Services	\$	-
<b>Subtotal</b>	<b>\$</b>	<b>-</b>

**FLAGGING SERVICE: (Contract Labor)**

Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
Labor (Foreman/Inspector)	0	Days @	\$ 504.00	\$	-
Additive	128.00%	(Transportation Department)		\$	-
Additive	160.00%	(Engineering Department)			0
<b>Subtotal</b>				<b>\$</b>	<b>-</b>

**SIGNAL & COMMUNICATIONS WORK:**

	\$	-
<b>TRACK WORK:</b>	<b>\$</b>	<b>-</b>

**PROJECT SUBTOTAL:**

	\$	15,000
<b>CONTINGENCIES:</b>		
10.00% of construction costs only	\$	-

**PROJECT TOTAL:**

	\$	15,000
<b>CURRENT AUTHORIZED BUDGET:</b>	\$	-
<b>TOTAL SUPPLEMENT REQUESTED:</b>	<b>\$</b>	<b>15,000</b>

**DIVISION OF COST:**

Agency	100.00%	\$	15,000
Railroad	0.00%	\$	-

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Incorporated

Approved by: CTA CSXT Public Project Group

DATE: 10/04/23 REVISED: 01/00/00 DATE: 11/02/23

Augusta, Richmond Co., GA  
 National Hills & AED Drainage Project  
 Carolinas Zone, McCormick Sub.  
 MP AK-464.19 to 464.52  
 OP No. \_\_\_\_\_

## CSXT Schedule PA

## PAYMENT SUBMISSION FORM

Project Description: Augusta, Richmond Co., GA – National Hills & AED Drainage Project;  
 Carolinas Zone, McCormick Sub., AK 464.19 to 464.52

CSXT OP# \_\_\_\_\_ (To be filled in by CSXT)

\*\*\*\*\*

Payment may be made via paper check or ACH/EFT payment as detailed below.  
 Payment due prior to work commencing.

\*\*\*\*\*Mail a Check\*\*\*\*\*

Mail this form (via USPS only),  
 along with your paper check (do not  
 send the Agreement) to the following  
 address:

**CSX Transportation, Inc.**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**OR**

\*\*\*\*\*ACH/EFT Payment\*\*\*\*\*

Submit Payment to:

**CSXT Govt. Billing**  
**P.O. Box 530192**  
**Atlanta, GA 30353-0192**

**Acct # 1219082172**  
**ACH ABA# 267084199**

\*\*\*\*\*

\*\*\*\*\*

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check  
 or associated ACH/EFT payment info, along with this form via email/mail to:

**Todd Allton**  
**Project Manager II - Public Projects**  
[Todd.Allton@csx.com](mailto:Todd.Allton@csx.com)  
[Stephanie.Williams@csx.com](mailto:Stephanie.Williams@csx.com)  
[Janae.Hudgins@stvinc.com](mailto:Janae.Hudgins@stvinc.com)

\*\*\*\*\*

**(All information below to be completed by Agency providing Payment)**

Sponsor Name

Payment Date

Check #

Amount

\_\_\_\_\_



### Committee Meeting

Meeting Date: January 30, 2024

Skinner Mill Road Improvements Project

Design Services for Road Improvements

(Boy Scout Rd to Walton Way Extension)

RFQ Item: 19-239

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-phase1) of the Design Consultant Services Agreement to Infrastructure Systems Management, LLC in the amount of \$590,262.75 for the Skinner Mill Road Improvements Project. Requested by Engineering. RFQ 19-239
<b>Background:</b>	Skinner Mill Road Improvements project is an approved SPLOST project. It is two lanes (one lanes each direction) with roadside ditches. This project would benefit the public by improving roadway safety by resurfacing and reconstructing, and improving road drainage. First phase of the project is completed and was limited to conceptual design. This project considers traffic-based needs, accessibility requirements, and multi-modal needs to include bus, bicycle, and pedestrians. This phase is near completion leading to initiation of Preliminary Design phase (PE Phase 1). On December 3, 2019, Augusta Commission awarded Skinner Mill Road Design Professional Services to Infrastructure Systems Management, LLC.
<b>Analysis:</b>	Project is under design. On December 3, 2019, Augusta Commission approved funding for design concept phase initial tasks. Concept phase is substantially complete and project is ready for completing Preliminary Design phases including right-of-way plans development. A phased approach is adopted to complete intended improvements design.
<b>Financial Impact:</b>	Funds in amount of \$590,262.75 are available as \$34,441.00-SPLOSTVII Project Funds; \$305,821.75-SPLOST VII-Grading & Drainage, and \$250,000-TIA-Discretionary.
<b>Alternatives:</b>	1). Do not approve and find alternative to complete the project
<b>Recommendation:</b>	Approve supplemental funding (SA1) for Preliminary Engineering Design Phase (PE-phase1) of the Design Consultant Services Agreement to



Infrastructure Systems Management, LLC in the amount of \$590,262.75 the Skinner Mill Road Improvements Project. Requested by Engineering.  
RFQ 19-239

Item 31.

**Funds are available in** (\$590,262.75) SPLOST VII Project Funds, SPLOST VII Grading &  
**the following accounts:** Drainage, TIA-Discretionary

-34,441.00 - 329-041110 /220829711-52.12115

-305,821.75 - 329-044320;-52.12115 / 216829903-52.12115

- 250,000 - 236-041110-52.12115

**REVIEWED AND**  
**APPROVED BY:**

HM/SR

SKINNER MILL ROAD WIDENING AND REALIGNMENT, PHASE II PROFESSIONAL SERVICES				
NO.	DESCRIPTION	COST		
1	Stage I - Additional Survey and Field Reconnaissance	Stage I Full Funding	Stage I Partial Funding	Stage I Partial Funding Percentage
	a. Additional Survey and Field Reconnaissance	\$ 30,250.00	\$ 30,250.00	100%
SUB-TOTAL:		\$ 30,250.00	\$ 30,250.00	
2	Stage II - Preliminary Design	Stage II Full Funding	Stage II Partial Funding	Stage II Partial Funding Percentage
	a. Hydrology and Hydraulic Analysis	\$ 101,820.50	\$ 71,274.35	70%
	b. Stormwater Design and Plan Preparation	\$ 132,366.65	\$ 92,656.66	70%
	c. Sanitary Sewer and Waterline Design and Plan Preparation	\$ 61,092.30	\$ 30,546.15	50%
	d. Roadway and Sidewalk Design and Plan Preparation	\$ 203,641.00	\$ 148,657.93	73%
	e. Traffic Engineering and Design	\$ 122,184.60	\$ 61,092.30	50%
	f. Lighting Plans	\$ 61,092.30	\$ 15,273.08	25%
	g. Landscaping Plans	\$ 61,092.30	\$ 15,273.08	25%
	h. Right-Of-Way Plans	\$ 50,910.25	\$ 25,455.13	50%
	i. Utility Plans	\$ 61,092.30	\$ 18,327.69	30%
	j. Preliminary Construction Estimate	\$ 10,182.05	\$ 5,091.03	50%
	k. Utility Coordination	\$ 152,730.75	\$ 76,365.38	50%
SUB-TOTAL:		\$ 1,018,205.00	\$ 560,012.75	
TOTAL PARTIAL FUNDING:			\$ 590,262.75	

**AUGUSTA-RICHMOND COUNTY  
ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Item 31.

<b>Augusta Richmond County Project Number(s):</b>	<b>329-041110</b>
<b>Supplemental Agreement Number:</b>	<b>1</b>
<b>Purchase Order Number:</b>	<b>20ENG835</b>

**WHEREAS**, We, **Infrastructure Systems Management, LLC** entered into a contract with Augusta-Richmond County on December 03, 2019, for Engineering Design Services for **Skinner Mill Road Improvements Project**, File Reference No. 24-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

***Skinner Mill Road Improvements***

It is agreed that as a result of the above described modification the contract amount is increased by **\$590,262.75** from **\$565,559.37** to a new total of **\$1,155,822.12.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

**NOW, THEREFORE**, We, **Infrastructure Systems Management, LLC** hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

Infrastructure Systems Management, LLC

\_\_\_\_\_  
Mayor Garnett L. Johnson

Approved: Date \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Approved: Date \_\_\_\_\_

**[ATTACHED CORPORATE SEAL]**

ATTEST:  
\_\_\_\_\_

Title: \_\_\_\_\_



### Committee Meeting

Meeting Date: January 30, 2024

Highland Ave. Bridge Repair & Restoration over CSX Railroad Project

TIA Project Number: RC07-000118/ PI#0011390

RFQ: 19-242

File Reference: 24-014(T)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Supplement funding to Civil Services, Inc. (CSI) in the amount of \$39,759.06 for Highland Ave. Bridge Repair and Restoration over CSX Railroad Construction Phase Services (CEI). Requested by Engineering / RFQ 19-242/ requested by Engineering (20ENG839)
<b>Background:</b>	The Highland Avenue Bridge over CSX Railroad (Bridge Repair and Restoration) is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. The Highland Avenue Bridge is a Band 3 project. The improvements consist of repair, restoring bridge structure, and increase structural integrity. The project will also include sidewalks construction from bridge structure to a targeted termini. On March 29, 2023 Augusta Commission awarded Highland Ave. Bridge over CSX construction contract to Kiewit Infrastructure South Co. (Kiewit). Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
<b>Analysis:</b>	Project is in construction. On December 3, 2019, commission approved award of design phases of the project to CSI. This supplemental agreement covers services for contractor structural and design related various submittals for review and approval, resolution of utility conflicts, response to request for field information, and periodic construction compliance inspections.
<b>Financial Impact:</b>	Funds are allowable in TIA Discretionary funds (39,759.06).
<b>Alternatives:</b>	Do not approve and find alternative to complete the project and meet TIA project construction requirements
<b>Recommendation:</b>	Approve Supplement funding to Civil Services, Inc. (CSI) in the amount of \$39,759.06 for Highland Ave. Bridge Repair and Restoration over CSX

Railroad Construction Phase Services (CEI). Requested by Engineering  
RFQ 19-242/ requested by Engineering

Item 32.

**Funds are available in the following accounts:** (\$39,759.06) 235-041110 – T20045028 – TIA Discretionary funds

**REVIEWED AND** HM/SR  
**APPROVED BY:**

Georgia Department of Transportation  
**COST PROPOSAL SUMMARY**

Proj. No.: **RFQ 19-242**  
PI No.: **000000**  
Prime: **Civil Services, Inc.**  
Date: **20-Jun-2023**

Offeror: **Civil Services, Inc.**  
**2394 St. Johns Bluff Rd.**  
**Jacksonville, FL 32246**

Contact: **Christopher Morse** (904) 309-8591  
**Sr. Bridge Engineer** [cmorse@civilservicesinc.com](mailto:cmorse@civilservicesinc.com)

Contract Office: **City of Augusta - Engineering**

Contract Action: **Task Order**  
Contract Type: **Cost Plus Fixed Fee**

	Task Order Totals
Maximum Allowable Cost	\$ 39,759.06
(Prime) Maximum Amount for Fixed Fee	\$ 3,454.00
Provisional Overhead Rate	175.00%
Fixed Fee Percentage	10%
Minimum DBE Percentage	

Project: **Post Design Services for Highland Ave. Bridge Repair and Restoration over CSX Railroad - Task Order 3**  
County: **Richmond**  
Contract Type: **Cost Plus Fixed Fee**  
Fixed Fee %: **10%**

Master Contract: **contract number**  
Contract Expiration: **1-Jan-2000**  
Task Order No: **2**

Item 32.

**COST PROPOSAL**

Proj. No.: RFQ 19-242

PI No.: 000000

Prime: Civil Services, Inc.

Date: 20-Jun-2023

Project: Post Design Services for Highland Ave. Bridge Repair and Restoration over CSX Railroad - Task Order 3

County: Richmond

Contract Type: Cost Plus Fixed Fee

Fixed Fee %: 10%

Master Contract: contract number

Contract Expiration: 1-Jan-2000

Task Order No: 2

Item 32.

**Cost Summary****By Phase / Discipline / Firm**

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the pro  
Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	Civil Services, Inc.	Civil Services, Inc.	Sub Firm Name 1	Civil Services, Inc.	Sub Firm Name 2	Sub Firm Name 3	Sub Firm Name 3	Sub Firm Name 4	Sub Firm Name 5	Sub Firm Name 6
		Enter discipline provided by firm >>	Project Management	Roadway Design	Design Support	Bridge Design	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)
	Totals	\$ 39,759.06	\$ -	\$ 10,119.85	\$ -	\$ 29,639.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
2	Database Preparation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
3	Environmental Document	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
4	Preliminary Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
5	Right of Way Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
6	Final Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
7	Construction Services	\$ 39,759.06	\$ -	\$ 10,119.85	\$ -	\$ 29,639.21	\$ -	\$ -		\$ -	\$ -	\$ -
8	Special Studies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
9	Public Involvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
	Fixed Fee	\$ 3,454.00	\$ -	\$ 866.80	\$ -	\$ 2,587.20	\$ -	\$ -		\$ -	\$ -	\$ -

Tab Name&gt;&gt;

PM1

Rd1

DS1

Br1

Trf1

Env1

Env2

Srv1

Map1

SUE1

DBE (Yes or No)		Yes	Yes	No	Yes	No	No	No	No	No	No
DBE Participation	\$ 39,759.06	\$ -	\$ 10,119.85	\$ -	\$ 29,639.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DBE %	100.0%		25.5%		74.5%						
Contract DBE Goal %	0.0%										

**ENGINEERING DEPARTMENT  
SUPPLEMENTAL AGREEMENT**

Item 32.

Augusta Richmond County Project Number(s):	235-041110-T20045028
GDOT Number (s):	RC07-000118 PI 0011390
Supplemental Agreement Number:	2
Purchase Order Number:	20ENG839

WHEREAS, We, **Civil Services, Inc.**, Consultant, entered into a contract with Augusta-Richmond County on December 3, 2019 for engineering design services associated with the improvements to **Highland Avenue over CSX Railroad-Bridge Repair & Restoration** Project RC07-000118, PI 0011390, and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

*For the design and engineering services for concept development, preliminary plans, and ROW plans and special studies*

It is agreed that as a result of the above-described modifications the contract amount is increased by **\$39,759.06** from **\$334,671.12** to a new total of **\$374,430.18.**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Civil Services, Inc.**, Consultants, hereby agree to said Supplemental Agreement consisting of the above mentioned item and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

**RECOMMEND FOR APPROVAL:**

CITY OF AUGUSTA-RICHMOND COUNTY  
AUGUSTA, GEORGIA

Civil Services, Inc.

\_\_\_\_\_  
**Garnett L Johnson, Mayor**

Approved Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Approved: Date:  
[ATTACHED CORPORATE SEAL]  
ATTEST:

\_\_\_\_\_  
Title:





### Committee Meeting

Meeting Date: January 30, 2024

Highland Ave. Bridge Repair & Restoration over CSX Railroad and  
Walton Way over Hawks Gully Bridge Maintenance Repairs-TIA Projects  
TIA Project Number: RC07-000118/PI#0011390 & RC07-001214/PI#0011416

Bid Item: 22-281A

File Reference: 24-014(T)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Supplemental Construction Funding to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$794,842.00 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, Part2 Improvements Construction. RFP 22-281A / requested by Engineering (23ENG124)
<b>Background:</b>	The Highland Ave. Bridge Repair and Restoration over CSX Railroad and Walton Way over Hawks Gully Bridge Repair and Restoration projects are from the “Approved Investment List” of TIA that was approved by voters of the CSRA in the July 31, 2012 referendum. Both projects are Band 3 projects. The improvements consist of repair, restoring bridge structure, and increasing structural integrity. The project will also include sidewalks construction from bridge structure to a targeted terminus. Due to funds availability constraint, awarded contract work is released in two parts; part1 bridge repair and part2 sidewalks construction.
<b>Analysis:</b>	On March 29, 2023 Augusta Commission awarded Highland Ave. Bridge over CSX construction contract to Kiewit Infrastructure South Co. (Kiewit). Awarded contract work is two parts construction. Part1 Bridge repair & restoration and Part2 targeted sidewalks construction. Augusta Engineering releasing work accordingly. Bridge work was released in 2023 and sidewalks improvements will be released in 2024. Supplemental funding is for completing Part 2 improvements construction.
<b>Financial Impact:</b>	Funds in amount of \$794,842.00 are available as: \$442,654 (TIA-Discretionary), \$200,000 (SPLOST8-Resurfacing), and \$152,188 (SPLOST8-ADA Sidewalks).
<b>Alternatives:</b>	No alternate proposed

**Recommendation:** Approve Supplemental Construction Funding to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$794,842.00 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, Part2 Improvements Construction. RFP 22-281A / requested by Engineering

**Funds are available in the following accounts:** \$794,842.00 [\$427,188-Walton Way / \$367,654-Highland Ave Bridge]; Funding available in:

TIA-Discretionary (\$442,654.00); SPLOST8-Resurfacing (\$200,000); SPLOST8-ADA Sidewalks (\$152,188)

**REVIEWED AND**  
**APPROVED BY:** HM/SR

AUGUSTA ENGINEERING DEPARTMENT  
HIGHLAND AVENUE BRIDGE REPAIR AND RESTORATION  
AND WALTON WAY OVER HAWKS GULLY

HIGHLAND AVE BRIDGE OVER CSX RAILROAD **Revised w/ Bridge Breakout**					
ITEM	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
000-1000	FORCE ACCOUNT	1	LS	\$200,000.00	\$200,000.00
000-0000	RAILROAD COORDINATION AND FLAGGING *	1	LS	\$180,000.00	\$180,000.00
150-1000	TRAFFIC CONTROL (BRIDGE REHAB) *NEW*	1	LS	\$231,600.00	\$231,600.00
150-5010	TRAFFIC CONTROL, PORTABLE IMPACT ATTENUATOR *MOVED*	3	EA	\$22,600.00	\$67,800.00
150-9011	TRAFFIC CONTROL - WORKZONE LAW ENFORCEMENT *MOVED*	300	HR	\$89.00	\$26,700.00
208-0100	IN PLACE EMBANKMENT	55	CY	\$37.00	\$2,035.00
211-1000	BRIDGE EXCAVATION	188	CY	\$60.00	\$11,280.00
402-3190	RECYCLED ASPH CONC PVMT, 12.5 MM SP *MOVED*	107.7	TN	\$1,379.00	\$148,518.30
432-0206	MILL ASPH CONC PVMT, 1.5" IN DEPTH *MOVED*	844	SY	\$63.00	\$53,172.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH *MOVED*	346	SY	\$63.00	\$21,798.00
441-0104	CONCRETE SIDEWALK 4" *NEW*	12	SY	\$127.00	\$1,524.00
449-1605	LOW-DENSITY, CLOSED CELL, X-LINKED, ETHYLENE VINYL ACETATE, POLYETH COPOLYMER, NITROGEN-BLWN SEAL W/ EPOXY CONC HDRS - BR. NO-1 - BENT NO. 1, 2, 3, 4, 5	263	LF	\$307.00	\$80,741.00
449-1620	LOW-DENSITY, CLOSED CELL, X-LINKED, ETHYLENE VINYL ACETATE, POLYETH COPOLYMER, NITROGEN-BLWN SEAL W/ EPOXY CONC HDRS - BR. NO-1 - BENT NO. 1, 2, 3, 4, 5	73	LF	\$102.00	\$7,446.00
500-3002	CLASS AA CONCRETE	304	LF	\$1,754.00	\$533,216.00
500-5000	ULTRA HIGH PERFORMANCE CONCRETE, BR. NO-1	21.2	CY	\$17,212.00	\$364,894.40
511-1000	BAR REINFORCING STEEL	59,246	LB	\$2.00	\$118,492.00
511-3000	SUPERSTRUCTURE REINFORCING STEEL, BR. NO-1	6,482	LB	\$4.00	\$25,928.00
516-1100	TWO-PIPE ALUM HANDRAIL, STD 3632	29	LF	\$345.00	\$10,005.00
521-3000	PATCHING CONCRETE BRIDGE	51	SF	\$2,747.00	\$140,097.00
533-0010	BRIDGE DECK WATERPROOFING MEMBRANE, METHOD A	1,259	SY	\$29.00	\$36,511.00
540-1202	REMOVAL OF PARTS OF EXISTING BRIDGE, BR. NO- 1	1	LS	\$208,000.00	\$208,000.00
603-6006	SAND-CEMENT BAG RIP RAP, 6" THICK	176	SY	\$517.00	\$90,992.00
603-7000	PLASTIC FILTER FABRIC	68	SY	\$848.00	\$57,664.00
620-0100	TEMPORARY BARRIER, METHOD 1 *MOVED*	780	LF	\$93.00	\$72,540.00
641-1200	GUARDRAIL, TP W *MOVED*	37.5	LF	\$514.00	\$19,275.00
643-	CHAIN LINK FENCE, ZINC COATED, 10.3 FT, 9 GA	272	LF	\$372.00	\$101,184.00

ITEM	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
652-5451	SOLID TRAF STRIPE, 5 IN, WHITE <b>*MOVED*</b>	412	LF	\$12.00	\$4,944.00
652-5452	SOLID TRAF STRIPE, 5 IN, YELLOW <b>*MOVED*</b>	412	LF	\$4.00	\$1,648.00
652-6501	SKIP TRAF STRIPE, 5 IN, WHITE <b>*MOVED*</b>	412	LF	\$3.00	\$1,236.00
	<b>SUB-TOTAL BRIDGE</b>				<b>\$2,819,240.70</b>

AUGUSTA ENGINEERING DEPARTMENT  
HIGHLAND AVENUE BRIDGE REPAIR AND RESTORATION  
AND WALTON WAY OVER HAWKS GULLY

HIGHLAND AVE ROADWAY <b>**Revised w/ Bridge Breakout**</b>					
ITEM	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
150-1000	TRAFFIC CONTROL (SIDEWALK) <b>*CHANGE*</b>	1	LS	\$56,000.00	\$56,000.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE - TP C	350	LF	\$6.00	\$2,100.00
171-0030	TEMPORARY SILT FENCE, TYPE C	792	LF	\$7.00	\$5,544.00
-	MAIL BOX, F&I SINGLE	7	EA	\$1,984.00	\$13,888.00
205-0001	UNCLASSIFIED EXCAVATION	51	CY	\$55.00	\$2,805.00
206-0002	BORROW EXCAVATION	121	CY	\$150.00	\$18,150.00
210-0100	GRADING COMPLETE	1	LS	\$100,886.00	\$100,886.00
441-0104	CONCRETE SIDEWALK 4" <b>*QTY. CHANGE*</b>	457	SY	\$127.00	\$58,039.00
441-0106	CONCRETE SIDEWALK 6"	32	SY	\$167.00	\$5,344.00
515-1002	FERROUS METAL HANDRAIL, TWO- PIPE	417	LF	\$174.00	\$72,558.00
611-8120	ADJUST WATER METER BOX TO GRADE	5	EA	\$2,616.00	\$13,080.00
700-9300	SOD	612	SY	\$20.00	\$12,240.00
999-5200	DETECTABLE WARNING	270	SF	\$26.00	\$7,020.00
	<b>SUB-TOTAL ROADWAY</b>				<b>\$367,654.00</b>
<b>SUB-TOTAL (BRIDGE + ROADWAY)</b>					<b>\$3,186,894.70</b>
<b>TOTAL</b>					

**TOTAL HIGHLAND AVENUE BRIDGE REPAIR AND RESTORATION OVER  
CSX RAILROAD  
PI# 0011390**

THREE MILLION ONE HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED NINETY-FOUR DOLLARS AND 70/100

AUGUSTA ENGINEERING DEPARTMENT  
HIGHLAND AVENUE BRIDGE REPAIR AND RESTORATION  
AND WALTON WAY OVER HAWKS GULLY

**ADDITIONAL WORK SCOPE - WALTON WAY SIDEWALK IMPROVEMENTS (9TH ST TO 11TH ST) REV. 1**

ITEM	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
150-1000	Traffic Control	1.00	LS	\$21,438.00	\$21,438.00
210-0100	Grading Complete	1.00	LS	\$66,782.00	\$66,782.00
310-5060	GAB Course 6 in., Inc. Matl (Curb & Gutter)	274.00	SY	\$88.00	\$24,112.00
310-5080	GAB Course 8 in., Inc. Matl (Driveway)	46.00	SY	\$94.00	\$4,324.00
310-5100	Screenings 10 in., Inc. Matl (Replace Unsuitable)	10.00	SY	\$142.00	\$1,420.00
441-0016	Driveway Concrete, 6" Thick	46.00	SY	\$208.00	\$9,568.00
441-0104	Concrete Sidewalk, 4" Thick (5' W)	493.00	SY	\$130.00	\$64,090.00
441-0104	Concrete Sidewalk, 4" Thick (4' W)	28.00	SY	\$120.00	\$3,360.00
441-6222	Concrete Curb & Gutter, 8"x30", TP 2	988.00	LF	\$64.00	\$63,232.00
441-6222A	Sawcut/Reshape Curb & Gutter	8.00	LF	\$368.00	\$2,944.00
600-0001	Flowable Fill	20.00	CY	\$670.00	\$13,400.00
610-9001	Remove Sign	2.00	EA	\$439.00	\$878.00
611-5551	Reset Sign	1.00	EA	\$658.00	\$658.00
611-8000	Adjust Catch Basin to Grade (Replace Cracked Tops)	2.00	EA	\$3,230.00	\$6,460.00
611-8020	Adjust Drain Inlet to Grade (Incl. Cleanout by Kiewit)	2.00	EA	\$3,230.00	\$6,460.00
611-8120	Adjust Water Meter to Grade	11.00	EA	\$2,616.00	\$28,776.00
611-8140	Adjust Water Valve Box to Grade	11.00	EA	\$2,616.00	\$28,776.00
700-6910	Permanent Grassing	0.50	AC	\$1,636.00	\$818.00
700-7000	Agricultural Lime	1.00	TN	\$798.00	\$798.00
700-8000	Fertilizer Mixed Grade	1.00	TN	\$1,516.00	\$1,516.00
700-8100	Fertilizer Nitrogen Content	6.00	LB	\$3.00	\$18.00
700-9300	Sod	118.00	SY	\$20.00	\$2,360.00
GRAND TOTAL					\$352,188.00

Contingency= \$75,000.00  
TOTAL \$427,188.00

Augusta-Richmond County, Georgia

CPB#371-041110

**CAPITAL PROJECT BUDGET**  
**Highland Avenue over CSX Railroad-Bridge Repair and Restoration**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby adopted:

Section 1: This project is set up and authorized to CPB#371-041110 to award Construction Value Engineering for Bridge Repair and Restoration agreement in the amount of \$794,842 to Kiewit Infrastructure South Co for the Highland Funding is in the project TIA funds, TIA Discretionary and SPLOST 8.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

TIA Discretionary	\$ 1,312,802
TIA Funds	\$ 2,715,353
SPLOST 8	\$ 352,188
	\$ 4,380,343

Section 3: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_.

Approved

\_\_\_\_\_  
Honorable Garnett L. Johnson, Mayor

Original-Commission Council Office  
Copy-Engineering Department  
Copy-Finance Department  
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#371-041110

**CAPITAL PROJECT BUDGET**  
**Highland Avenue over CSX Railroad-Bridge Repair and Restoration**

<b><u>SOURCE OF FUNDS</u></b>	<b><u>CPB AMOUNT</u></b> <b><u>CPB</u></b>	<b><u>CPB</u></b> <b><u>ADDITION</u></b>	<b><u>NEW</u></b> <b><u>CPB</u></b>
TIA DISCRETIONARY 235-041110-54.14110 HIGHLAND AVE	\$ (768,192)	\$ (442,654)	\$ (1,210,846)
TIA FUNDS 371-041110-54.14110 T20040118-54.14110 HIGHLAND AVE	\$ (2,051,049)	\$ -	\$ (2,051,049)
TIA FUNDS 235-041110-54.14110 WALTON WAY	\$ (664,304)		\$ (664,304) \$ -
TIA DISCRETIONARY 235-041110-54.14110 WALTON WAY	\$ (101,956)		\$ (101,956)
SPLOST 8 330-041110-54.14110		\$ (352,188)	\$ (352,188)
<b>TOTAL SOURCES:</b>	<b>\$ (3,585,501)</b>	<b>\$ (794,842)</b>	<b>\$ (4,380,343)</b>

**USE OF FUNDS**

TIA DISCRETIONARY 235-041110-54.14110 HIGHLAND AVE	\$ 768,192	\$ 442,654	\$ 1,210,846
TIA FUNDS 371-041110-54.14110 HIGHLAND AVE	\$ 2,051,049	\$ -	\$ 2,051,049
TIA FUNDS 235-041110-54.14110 WALTON WAY	\$ 664,304		\$ 664,304
TIA DISCRETIONARY 371-041110-54.14110 T20040118-54.14110 WALTON WAY	\$ 101,956		\$ 101,956 \$ -
SPLOST 8 330-041110-54.14110		\$ 200,000	\$ 200,000
SPLOST 8 330-041110-54.14110		\$ 152,188	\$ 152,188
<b>TOTAL USES:</b>	<b>\$ 3,585,501</b>	<b>\$ 794,842</b>	<b>\$ 4,380,343</b>





## Committee Meeting

Meeting Date: January 30, 2024

Augusta Engineering GDOT Local Administered Project Re-Certification

Federal Assistance Transportation Programs and Activities

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve the adoption of GDOT “Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related Consultant Services” for Procuring Infrastructure Projects Professional Services funded fully or partially by Federal Funds. Also authorize Augusta Engineering Director and Procurement Director to sign documents relevant to the Procurement Policy (current version attached as EXHIBIT A) at the Augusta Engineering Local Administered Project (LAP) Re-Certification present & future Renewal Three Year Cycle. Requested by Engineering
<b>Background:</b>	Augusta Engineering (AE) is GDOT Local Administered Project (LAP) certified department to receive transportation program federal funds administered by Federal Highway Administration (FHWA). FHWA requires a locality to be LAP certified by the GDOT. LAP certified entity has to be Re-Certified at three year cycle. Reason being to ensure LAP certified entity federal funded project delivery team is up-to-date with required training and latest applicable rules, regulations, and policies.
<b>Analysis:</b>	FHWA requires recipient of Federal-aid highway funds to be LAP certified. Augusta Engineering (AE) is Augusta, Georgia only department possess such full certification. AE submitted LAP renewal (Re-Certification) application a year ago and got approval of all elements of LAP with exception of “Procurement of Professional Services”. Reason being changes in GDOT such services procurement guidance, warranted by FHWA. Adoption of GDOT Procurement Manual is best approach for AE getting pending procurement of professional services element approval. Such approval is critical for AE to stay Full LAP Certified.
<b>Financial Impact:</b>	Augusta, GA/AED will retain its eligibility receiving federal infrastructures funds for design phase of infrastructure project.
<b>Alternatives:</b>	No alternate proposed
<b>Recommendation:</b>	Approve Adoption of GDOT “Procurement Policy for the Procurement, Management and Administration of Engineering and Design Related



Consultant Services” for Procuring Infrastructure Projects Professional Services funded full or partially by Federal Funds. Also authorize Augusta Engineering Director and Procurement Director to sign Procurement Policy relevant documents (current version attached as EXHBIT A) at Augusta Engineering Local Administered Project (LAP) Re-Certification present & future Renewal Three Year Cycle. Requested by Engineering

**Funds are available in** N/A  
**the following accounts:**

**REVIEWED AND** HM/SR  
**APPROVED BY:**

**EXHIBIT A**  
Augusta, Georgia Procurement Policy Letter  
and Statement

February 6, 2024

Department of Transportation  
600 West Peachtree Street, NW, 7<sup>th</sup> Floor  
Atlanta, GA 30308

Attn: Maria L. Roux  
Asst. Chief Procurement Officer-QA Compliance  
Office of Procurement

**RE: Adoption of GDOT Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services**

The Augusta, Georgia (AKA Augusta-Richmond County) will adopt the Georgia Department of Transportation Procurement Policy For The Procurement, Management and Administration of Engineering and Design Related Consultant Services. The Augusta, Georgia has read the policy and will abide by the policy for all state and federally funded transportation projects as it pertains to local governments. The Augusta, Georgia agrees to and acknowledges the following:

1. Augusta, Georgia agrees to and acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. Augusta, Georgia acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. Augusta key personnel listed below:  
**Engineering:** Hameed Malik, Director of Engineering; June Hamal, Associate Director Construction & Program Delivery; Tevia Brown, Project Engineer Program Delivery; and  
**Procurement:** Nancy Williams, Contract Compliance Administrator; Darrel White, Procurement Deputy Director.
2. Personnel listed of Augusta, Georgia involved have read and understands the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.
3. Augusta, Georgia understands that only the above listed personnel have been certified to participate in in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.
4. Augusta, Georgia is familiar with the requirements and understands 23 CFR Part 172 and the requirements of 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS) to include:
  - a. Solicitation process
  - b. Evaluation Factors
  - c. Non-Qualification Evaluation Factors
  - d. Evaluation, Ranking and Selection
  - e. Negotiation

5. Augusta, Georgia acknowledges and agrees to adhere to the below additional procurement requirements:
  - a. Common Grant Rule 49 CFR Part 18
  - b. Georgia DOT's Disadvantaged Business Enterprise (DBE) program
  - c. Suspension and Debarment
  - d. Compliance with Title VI
  - e. Compliance with E-Verify (this is not necessary if state funds are not utilized)
6. City/County has provided any exceptions to GDOT's Engineering and Design Procurement Policy in a separate document to be approved by the GDOT Office of Procurement.

Signature(s) below agree to the above acknowledgements agreeing to follow GDOT's Procurement Policies and Procedures for engineering and design related services when using FAHP funds, as it applies to local governments certified through GDOT's LAP program.

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Director of Augusta Procurement (Geri A. Sams)

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Director of Augusta Engineering (Hameed Malik, Ph.D., PE)

February 6, 2024

Department of Transportation  
600 West Peachtree Street, NW, 7th Floor  
Atlanta, GA 30308

Attn: Maria L. Roux  
Asst. Chief Procurement Officer-QA Compliance  
Georgia Department of Transportation  
Office of Procurement

The Augusta, Georgia (AKA Augusta-Richmond County) affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

## Confirmation Of Understanding:

Please **initial** the below confirming understanding and agreeing to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

### Augusta, Georgia agrees with and confirms:

HM They have read and understand all rules, regulations and policies and procedures associated with engineering and design procurement:

- 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule
- 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule
- 40 U.S.C. 1101-1104 Selection of Architects and Engineers “**The Brooks Act**”
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- Repayment of Preliminary Engineering Cost (Order 2020.1)
- FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A
- O.C.G.A. 50-22-1 through 50- 22-9
- GDOTs DBE program

- HM The understanding of Qualification Based Selection 23 CFR 172.7(a)(1) and that price may **NEVER** be used as a selection factor or consideration in the selection process
- HM That *if* it has adopted GDOT's policies and procedures as outlined in the manual and discussed in class that it will follow all policies and procedures unless exceptions have been requested and approved. [City/County/Municipality ] agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.
- HM That it will comply with all provisions of 23 CFR 172.5(b) including developing and sustaining organizational capacity and provide the resources necessary for the procurement, management and administration of engineering and design related consultant services.
- HM That it will comply with all provisions of 23 CFR 172.9(d)(1) by assigning a full-time, public employee as the Responsible Charge who will fulfill inherently governmental activities which include, at a minimum, contract negotiation; contract payment; evaluation of contract compliance, performance, and quality; familiarity with contract requirements and scope; scheduling and attending progress and project review meetings; ensuring costs billed are allowable in accordance with federal cost principles; ensuring costs are consistent with contract terms; evaluating and participating in decisions for contract modifications; documenting contract monitoring activities; and maintaining supporting contract records in accordance with 2 CFR 200.333.
- HM That only individuals who have attended GDOT's training and passed the test on Procurement, Management, Administration of Engineering & Design Related Services will serve in a role which is decision making and/or which is involved in fulfilling any of the roles necessary in order to complete the full procurement cycle.

## Prequalification

### Augusta, Georgia agrees with and confirms:

- HM The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.
- HM That all solicitations will specify the unique required area classes for the Prime Consultant as well as the Team (which includes the Prime and all Sub-Consultants) to ensure appropriate responses on all federally funded projects utilizing federal funds.
- HM The prequalification certificates will be required in the solicitation to be submitted for the Prime and all Team to verify awarded consultant meets all required area classes and has current prequalification.

## Development

### Augusta, Georgia agrees with and confirms:

- HM Scope(s) of services will be drafted with as much detail (which makes it clear, complete and logical) as possible and organized in the order in which services will be completed.
- HM Understanding that the level of detail required in the scope will be determined by the contract type. On-Call and Multi-Phase Project Specific contracts can have more generic and all-inclusive scopes however, project specific contracts must include all services necessary to complete the entire project.
- HM It will not require the Prime Consultant to be pre-qualified in excessive area classes which could be covered by the team and recognizes that doing so would limit competition and risk not meeting the requirement in 23 CFR 172.7(a)(1)(iv)(D) of the minimum of three responses.
- HM Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.
- HM Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.
- HM Solicitations will identify the Project Manager and Key Team Roles for which resumes must be submitted to allow the Selection Committee to evaluate qualifications in order to determine the most qualified team in accordance with the allowable Qualification Based Selection (QBS) Selection Criteria.
- HM The understanding of the three procurement methods used in procuring engineering and design services. 23 CFR 172.7(a) – Qualification Based Selection, Small Purchases, and Noncompetitive.
- HM The understanding of the three contract types used in procuring engineering and design services. 23 CFR 172.9(a) – Project Specific; Multi-Phase Project Specific; Indefinite-Delivery Indefinite Quantity (On-Call)
- HM The understanding of the payment method(s) associated with engineering and design procurements. 23 CFR 172.9(b) – Cost Plus Fixed Fee; Lump Sum; Cost Per Unit of Work; Specific Rates of Compensation
- HM Each Solicitation will indicate contract and payment types.
- HM Each Solicitation will include the selection criteria and associated weights in solicitation.
- HM Each Solicitation will include only qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii) – Technical Approach; Work Experience; Specialized Expertise; Professional Licensure; Staff Capabilities; Workload Capacity; Past Performance.
- HM Each Solicitation will include only non-qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii)(D) – Local Presence and Participation of Disadvantaged Business Enterprises.

HM Non-Qualification Based Criteria cannot exceed ten (10) percent of the overall evaluation as outlined in 23 CFR Part 172.7(a)(1)(iii)(D).

HM DBE goals must be consistent with GDOT's current DBE goal or must be approved in advance by GDOT's Office of Equal Employment Opportunity (EEO) for the utilization of Federal-Aid Highway Program Funds.

## **Advertisement** 23 CFR 172.7(a)(1)(i)

### **Augusta, Georgia agrees with and confirms:**

HM It has published the solicitation as required by state law to the Georgia Procurement Registry.

HM Understanding of the State of Georgia requirement to post solicitation in two (2) phases and understands posting time frames of a minimum of 15 days for Phase 1 (in accordance with O.C.G.A. 50-22-3) and a minimum of 14 days for Phase 2 (for the Technical Approach in accordance with 23 CFR 172.7(a)(1)(ii)(G))

HM If adopting GDOT policies and procedures, it understands posting requirements of GDOT.

HM That all posting requirements will be met.

HM It can provide link to the Georgia Procurement Registry for all federally funded procurements for engineering and design services for the last three (3) years.

HM Solicitation Posting will identify the appropriate NIGP codes to obtain adequate competition – minimum of 31842-Engineering Consulting; 91843-Environmental Consulting; 91896-Transportation Consulting; 92513-Bridge Engineering; 92517-Civil Engineering; 92533-Professional Engineer Services; 92535-Environmental Engineering; 92536-Engineering Services.

## **Evaluation** 23 CFR 172.7(a)(1)(iii) - 23 CFR 172.7(a)(1)(iv)

### **[Augusta, Georgia agrees with and confirms:**

HM It understands the role and responsibilities of the Selection Committee.

HM All members of the selection committee are qualified as per FAR 36.602-2

HM All selection committee members have been provided with training and instructions on how to provide scores and comments.

HM Evaluations will be conducted in two (2) phases.

HM Phase 1 evaluations will result in the shortlist to begin Phase 2.

HM Individual scores ***and*** comments will be documented for Phase 1, unless the Selection Committee discusses all firms and Selection Committee comments and Scores are provided for all Respondents.



HM Phase 1 *and* Phase 2 selection committee meetings will be held and will be documented with Phase 1 and Phase 2 committee scores and comments.

HM Upon request, individual and selection committee Phase 1 *and* Phase 2 scores and comments can be provided.

## **Negotiations 23 CFR 172.7(a)(1)(v)**

### **Augusta, Georgia agrees with and confirms:**

HM Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1104(a).

HM It can provide the scope of the contract and a supporting task list to start negotiations.

HM An Independent Estimate, which will include an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee, will be completed by a qualified individual as per 23 CFR 172.7(a)(1)(v)(B) and obtained prior to receiving consultants cost proposal and beginning negotiations.

HM That Consultant Cost Proposals will be requested only after completion of the Independent Estimate and that both the Independent Estimate and consultant cost proposal will be available for review upon request.

HM Understanding of the different elements of contract costs which must be considered during negotiations and include the Independent Estimate, Indirect Cost Rates (Overhead), Direct Salary or Wage Rates, Fixed Fee, Other Direct Costs, and Sub-Consultant/Vendor Costs.

HM Understanding of the Process of Negotiations to include scoping meeting between PM and Consultant team, identification of required tasks/preparation of task list, providing task list to consultant team, agency team preparing hours for task list, agency team identifying appropriate labor classes, consultant team preparing hours for task list, consultant team identifying appropriate labor classes, agency and consultant teams sending required documents to negotiator, negotiator reviewing hours and labor classes and determining where differences are greater than 10% variance in hours, holding negotiations meetings to resolve differences, determining the payment method (of those listed in the solicitation as options), applying consultant direct salary/wage rates and indirect costs to determine preliminary costs, negotiating and applying other direct costs, agreeing upon final costs.

HM Understanding of the different elements which may require negotiations.

HM Understanding of the tools which GDOT uses for negotiating and either uses the same or similar tools which provide the same level of information in order to document negotiation activities in accordance with 23 CFR 172.7(a)(1)(v)(E).

## Award

### Augusta, Georgia agrees with and confirms:

- HM Understanding of the award process including the preparation and approval of the selection package.
- HM Understanding and inclusion of all required contract provisions as required by 23 CFR 172.9(c).
- HM Understanding and compliance with all of the requirements for preparing and maintaining all award documentation
- HM Understanding and compliance with notifications being posted to the Georgia Procurement Registry.

## Contract Administration 23 CFR 172.9

### Augusta, Georgia agrees with and confirms:

- HM All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).
- HM The understanding and compliance with assigning a **Responsible Charge** who is a fulltime, government employee - 23 CFR 172.9(d).
- HM The understanding and compliance with the requirement for Performance Evaluations in 23 CFR 172.9(d)(2), and that these performance evaluations will be used in making future selection decisions.
- HM All modifications 23 CFR 172.9(e) made to agreements after execution of contracts will be documented and be provided upon request. All modifications will be in accordance with the solicitation in regards to scope, area classes, contract types, payment methods, etc.
- HM Any modifications will be negotiated in the same manner and formality as the original agreements.
- HM Notices to Proceed (NTP) will be issued which will serve to document the first day when work is authorized to begin and when charges are eligible for billing to the project.
- HM Stop Work Notices will be issued which will serve to document the last day when work is authorized to occur and when charges must cease to the project.

## Additional Confirmation

### Augusta, Georgia agrees with and confirms:

HM The understanding of:

- Disadvantaged Business Enterprise (DBE) 23 CFR 172.7(b)(2)
- Suspension and Debarment 23 CFR 172.7(b)(3)
- Conflict of interest requirements 23 CFR 172.7(b)(4)
- Consultant Services in Management Support Roles 23 CFR 172.7(b)(5)

Please keep in mind this is only for the remainder of the current certification. The Augusta, Georgia is still required to complete the procurement portion of the application when recertifying at which time they will either be APPROVED or DENIED based on the application.

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Director of Augusta Engineering (Hameed Malik, Ph.D., PE)



### Committee Meeting

Meeting Date: January 30, 2024

Augusta, Georgia Title VI Plan

Federal Assistance Transportation Programs and Activities

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve 2024 yearly approval of 2022 adopted Augusta, GA Title VI Plan: FHWA Compliance and Implementation for the Federal Assistance Transportation Programs and Activities. Also approve continuous yearly approval contingent upon no changes in the Adopted Title VI Plan. Requested by Engineering
<b>Background:</b>	Augusta Engineering (AE) is GDOT Local Administered Project (LAP) certified department to receive transportation program federal funds administered by Federal Highway Administration (FHWA). FHWA requires locality to update its Title VI Plan every year and submit the latest plan to FHWA through GDOT every three year with LAP recertification cycle. The objective of the update is compliance with federal and state latest regulations and demonstrate locality with associated requirements. Current FHWA compliance Title VI Plan was approved and adopted by the Augusta Commission on May 17, 2022. Since its approval, there have been no new changes to the Plan and the Plan contents are still valid.
<b>Analysis:</b>	FHWA requires recipient of Federal-aid highway funds to prepare a plan clarifying roles, responsibilities and procedures established to ensure compliance with Title VI of the Civil Rights Act of 1964. By approval and Adoption of submitted Title VI plan, Augusta, GA/AE retains eligibility for access to federal funds designated for Transportation Infrastructure improvements.
<b>Financial Impact:</b>	Augusta, GA/AED will retain its eligibility receiving federal infrastructures funds.
<b>Alternatives:</b>	No alternate proposed
<b>Recommendation:</b>	Approve 2024 yearly approval of 2022 adopted Augusta, GA Title VI Plan: FHWA Compliance and Implementation for the Federal Assistance Transportation Programs and Activities. Also approve continuous yearly approval contingent upon no changes in the Adopted Title VI Plan. Requested by Engineering

**Funds are available in N/A  
the following accounts:**

**REVIEWED AND HM/SR  
APPROVED BY:**



**Augusta, Georgia**  
**TITLE VI PROGRAM PLAN**  
Federal Assistance Transportation Programs and Activities

Augusta Engineering & Environmental Services Department  
Augusta Procurement Department  
Augusta Planning and Development Department

Prepared by: Augusta Engineering & Environmental Services Department

**FISCAL YEAR: 2024**

Adopted by Augusta Commission: May 17, 2022/February ,2024

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## SECTION 1 TITLE VI STATEMENT OF COMMITMENT

The Augusta, Georgia (AKA Augusta-Richmond County) , hereinafter also referred to as the “Augusta”, will effectuate the provisions of Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulation (CFR) Part 21, 23 CFR Part 200 and other applicable directives. These authorities provide that no person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which LPA receives federal assistance.

Further, as a recipient of federal-aid funding, Augusta strives to achieve nondiscrimination in all its programs and activities whether or not those programs and activities are federally funded. These efforts to prevent discrimination will address, but not be limited to, a program’s impact upon access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigation of complaints, allocation of funds, prioritization of projects, and the functions of right-of-way, research, planning, design, construction, and project development. Augusta will ensure that every manager, supervisor, employee, and sub-recipient of federal-aid funds administered by the Augusta is aware of and applies the intent and spirit of Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities in performing assigned duties.

When Augusta distribute federal aid funds, every employee and representative of Augusta shall perform all official duties and actions in full accord with Title VI of the Civil Rights Act of 1964, applicable statutes, executive orders, regulations, and policies enunciated there under. For Federal Highway Administration (FHWA) funded projects, Augusta will include Title VI language in all written agreement and will monitor for compliance.

Augusta’s Office of Administrator assisted by Augusta Engineering Department (AED) is responsible for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Employees of the Augusta, contractors or applicants with questions, problems or complaints regarding this statement, and the implementation of the stated provisions, should contact AED.

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Garnett L. Johnson Mayor

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Date



## SECTION 2 INTRODUCTION

The provisions presented under this Title VI Program shall apply to all recipients of federal assistance for Transportation Programs and Activities. As a recipient of federal financial assistance for transportation programs, Augusta, Georgia (Augusta) shall comply with nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 which provides that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried out under this title.”

The Federal-Aid Highway Transportation Act of 1973 added sex discrimination to the list of prohibitions and disability was added through Section 504 of the Rehabilitation Act in 1973. Under the Age Discrimination Act of 1975, age was subsequently added.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI. Title VI covers all of the operations of covered entities without regard to whether specific portions of the covered program or activity are Federally-funded. The term "program or activity" means all of the operations of a department, agency, special purpose district, or government; or the entity of such State or local government that distributes such assistance and each such department or agency to which the assistance is extended, in the case of assistance to a State or local government.

Augusta is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and services on the basis of race, color, or national origin whether the federally-funded or not. In compliance with Title VI, Augusta Georgia shall consistently endeavor to prevent discriminatory practices in its programs, policies and activities. Proactive measures shall be undertaken on a continuum to achieve meaningful public participation and to ensure that treatment, services, contracting opportunities, training opportunities, investigation of complaints, fund allocations and project prioritization are accorded without regard to race, color, national origin, sex, age or disability. The program areas of Construction, Transportation Services Procurement, Training and Development, Environmental Services, Metropolitan Planning, Roadway Design & Design Policy and Support, Bridge Design and Right of Way engage in significant public contact activities and the department has mandated that each office shall observe Title VI requirements routinely while executing business on behalf of Augusta Georgia.

The Federal Highway Administration (FHWA) requires recipients of Federal-Aid Highway funds to prepare a plan clarifying roles, responsibilities, and procedures established to ensure compliance with Title VI of the Civil Rights Act of 1964.

The Office of Administrator assisted by Augusta Engineering Department, as the Title VI Coordinator, is responsible for ensuring that all matters relating to nondiscrimination are administered effectively. Augusta, GA's policy shall ensure compliance with Title VI of the Civil Rights Act of 1964 and all related statutes or regulations in its programs and activities. The Office of Administrator through the Augusta Engineering Department d assisted by the Augusta Legal Department shall develop, oversees and enforce Augusta's Title VI plan and program compliance which shall become effective upon review and approval by the FHWA.

### SECTION 3

### AUTHORITIES and DEFINITIONS

#### Authorities

**Title VI of the 1964 Civil Rights Act**, 42 U.S.C. 2000 provides in section 601 that: “No person in the United States shall, on the grounds of race, color, national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (implementation through 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability. The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100- 259 [S. 557] March 22, 1988).

**The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, 42 U.S.C. 4601, provides for the fair and equitable treatment of persons displaced as a direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance.

**Section 162(a) of the Federal-aid Highway Act of 1973**, (Section 324, Title 23 U.S.C.) No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

**Section 504 of the Rehabilitation Act of 1973** No qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

**The Age Discrimination Act of 1975**, as amended 42 U.S.C. 6101, provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**The Civil Rights Restoration Act of 1987**, P.L. 100-209, clarifies the original Congressional intent of Congress in implementing the Title VI of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. (Restores the broad, institution wide scope and coverage of the non-discrimination statutes to include all programs and activities of federal-aid recipients, sub-recipients and contractors, whether such programs and activities are federally assisted or not)

**The Americans with Disabilities Act of 1990**, P.L. 101-336, provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government.” The legislative intent is to provide enforceable standards to address discrimination against people with disabilities.

## USDOT ORDER 1050.2 – Standard Title VI Assurances

**Executive Order 12898** (issued February 11, 1994) – Addresses Environmental Justice in Minority Populations and Low-Income Populations.

**Executive Order 13166** (August 16, 2000) – requires Federal agencies and their recipients to improve access to federally sponsored programs for persons with limited English proficiency.

**28 CFR Part 50.3** – DOJ’s Guidelines for the enforcement of Title VI, Civil Rights Act of 1964

**23 CFR Part 200** – FHWA’s Title VI Program Implementation and Review Procedures (As used in Title 23 of the Code of Federal Regulations, Highways, Part 200.5)

### Definitions

**Adverse Effects** – The totality of significant individual or cumulative human health or environmental effects, including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness or death
- Air, noise, and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or a community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of persons, businesses, farms, or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of Augusta Georgia’s programs, policies, or activities

**Affirmative Action** - A good faith effort to eliminate past and present discrimination in all federally assisted programs, and to ensure future nondiscriminatory practices.

**Beneficiary** - Any person or group of persons (other than States) entitled to receive benefits directly or indirectly, from any federally assisted program, i.e., relocates, impacted citizens, communities, etc.

**Benefits** – For specific project, corridor or sub-area, benefits are listed in the purpose and needs statement. How the Long-Range Transportation Plan and Transportation Improvement Program promotes safety, mobility, economic productivity, human and natural environment and other goals identified in the local plans for all population served by the transportation agency.

**Citizen Participation** - An open process in which the rights of the community to be informed, to provide comments to the government and to receive a response from the Government are met through a full opportunity to be involved and to express needs and goals.

**Compliance** - A satisfactory condition existing when a recipient has effectively implemented all of the Title VI requirements or can demonstrate that every good faith effort toward achieving this end has been made.

**Deficiency Status** - the interim period during which the recipient state has been notified of deficiencies, has not voluntarily complied with Title VI Program guidelines, but has not been declared in noncompliance by the Secretary of Transportation.

**Discrimination** - that act or action whether intentional or unintentional, through which a person in the United States, solely because of race, color, religion, sex, or national origin, has been otherwise subjected to unequal treatment under any program or activity receiving financial assistance from the Federal Highway Administration under title 23 U.S.C.

**Facility** - includes all, or any part of, structures, equipment or other real or personal property, or interests therein, and the provision of facilities includes the construction.

**Federal Assistance** includes: Grants and loans of Federal funds; the grant or donation of Federal property and interests in property, the detail of Federal personnel, the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient and Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

**Limited English Proficiency** – Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by Augusta Georgia.

**Low-Income** – Refers to a person whose median household income is at, or below the Department of Health and Human Services poverty guidelines. (<http://aspe.os.dhhs.gov/pverty/poverty.htm>)

**Low-Income Population** - Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed Augusta Georgia program, policy, or activity.

**Minority** – A person who is:

- Black – a person having origins in any of the black racial groups of Africa;
- Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- Asian American – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

- American Indian and Alaskan Native – a person having origins in any of the original people of North American and who maintains cultural identification through tribal affiliation or community recognition.

**Minority Population** - Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed Augusta Georgia program, policy or activity.

**Noncompliance** - A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort implementing all of the Title VI requirements.

**Persons** - Where designation of persons by race, color, or national origin is required, the following designations ordinarily may be used: “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native.” Additional subcategories based on national origin or primary language spoken may be used where appropriate, on either a national or a regional basis.

**Program** - Includes any highway, project, or activity for the provision of services, financial aid, or other benefits to individuals. This includes education or training, work opportunities, health, welfare, rehabilitation, housing, or other services, whether provided directly by the recipient of Federal financial assistance or provided by others through contracts or other arrangements with the recipients.

**Program Area Officials** - Are the officials in FHWA who are responsible for carrying out technical program responsibilities.

**Recipient** - Means any State, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any State, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient (sub-recipient), for any program. Recipient includes any successor, assignee, or transferee thereof.

**State Highway Agency** - That department, commission, board, or official of any State charged by its laws with the responsibility for highway construction. The term State would be considered equivalent to State highway agency if the context so implies.

**Secretary** - The Secretary of Transportation as set forth in 49 CFR 21.17(g)(3) or the Federal Highway Administrator to whom the Secretary has delegated authority in specific cases.

**Significant Adverse Effects on Minority and Low-Income Populations** - An adverse effect which:

- Is predominately borne by a minority population and/or a low-income population, or;

- Will be suffered by the minority population and/or low-income population and is appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the nonminority population and/or non-low-income population.

**Sub-recipient** - An agency such as a council of governments, regional planning agency, educational institution, for example, that receives Federal Highway Administration (FHWA) funds through the State DOTs and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

**Title VI Program** - The system of requirements developed to implement Title VI of the Civil Rights Act of 1964. References in this part to Title VI requirements and regulations shall not be limited to only Title VI of the Civil Rights Act of 1964. Where appropriate, this term also refers to the civil rights provisions of other Federal related statutes to the extent that they prohibit discrimination on the grounds of race, color, national origin, sex, disability or age in programs receiving Federal financial assistance.

## **SECTION 4 ORGANIZATION and RESPONSIBILITIES**

The Office of Administrator assisted by Augusta Engineering Department is responsible for ensuring the implementation of the department's Title VI programs. The Office of Administrator, on behalf of Augusta, GA Commission, is responsible for the overall management of the Title VI programs. The day-to-day administration of the program lies with the Title VI Coordinator.

Augusta, GA organization is shown in Appendix A ("Organization Chart").

## **SECTION 5 DESCRIPTION OF RESPONSIBILITIES**

The Office of Administrator assisted by Augusta Engineering Department is responsible for initiating, monitoring, and ensuring the County's compliance with Title VI requirements as follows:

I. Program Administration. Administer the Title VI program and coordinate implementation of the plan. Ensure compliance with the assurances, policy, and program objectives. Perform Title VI program reviews to assess administrative procedures, staffing, and resources; provide recommendations as required to the County Administrator.

II. Complaints. Review and process the disposition Title VI complaints that are received by the County following the procedural guidelines (see VIII Title VI Complaint Procedures). Ensure every effort is made to resolve complaints informally; identifying, investigating and eliminating discrimination when found to exist.

III. Data Collection. Collaborates with County departments to ensure statistical data on race, color, national origin and sex of participants in, and beneficiaries of County programs, e.g., relocates, impacted citizens, and affected communities, will be gathered and maintained for the County. The data gathering process will be reviewed regularly to ensure sufficiency of the data in meeting the requirements of the Title VI program administration.



IV. Environmental Impact Statements. Review Environmental Impact Statements/Assessments {EIS/EA} for Title VI and Environmental Justice compliance. Ensure that available census data and statistical data (race, color, sex, and national origin) of participants in, and beneficiaries of state highway programs, i.e., relocates, impacted citizens, and affected communities is included as a part of all EIS/EA for projects receiving Federal Highway Administration or other Federal assistance.

V. Training Programs. Conduct or facilitate training programs on Title VI issues and regulations for County employees and facilitate Title VI training for appropriate contractors, and sub-recipients. A summary of training conducted will be reported in the annual update.

VI. Title VI Plan Update. Review and update the County's Title VI Plan reporting on any accomplishments and changes to the program occurring during the preceding year, and goals and objectives for the upcoming year. Present updated plan to the County Manager for approval; submit amended Plan to Federal Highway Administration (FHWA) in November of each year.

VII. Annual Accomplishment Report. Prepare an annual report of Title VI accomplishments and changes to the program in the preceding Federal fiscal year; identify goals and objectives for the upcoming year, as required; and submit by June 30 of each year.

VIII. Public Dissemination. Work with agency staff to develop and disseminate Title VI program information to staff, recipients, sub-recipients, including contractors, subcontractors, consultants, and sub-consultants and beneficiaries, as well as the general public. Public dissemination may include postings of official statements, inclusion of Title VI language in contracts or other agreements, website postings, and annual publication of the agency's Title VI Policy Statement in newspaper(s) having a general circulation, and informational brochures.

IX. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English.

X. Maintain Legislative and Procedural Information. Federal and State laws, rules and regulations, GDOT guidelines, the current County Title VI Plan, Annual Accomplishment Reports, and other resource information pertaining to the implementation and administration of the County's Title VI program will be maintained and updated by the Title VI Coordinator. Information will be made available to the public as requested or required. Provide technical assistance to subrecipients in the development of their Title VI Plan and assurances.

XI. Reviews. Conduct annual Title VI reviews to determine the effectiveness of program activities at all levels. Establish procedures for promptly resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

**SECTION 6****TITLE VI ASSURANCES**

AUGUSTA, GEORGIA (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to 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-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7{a}(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23{b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and in adapted form in all proposals for negotiated agreements:

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

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clause of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.



5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use *of*, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

\_\_\_\_\_  
Garnett L. Johnson Mayor

\_\_\_\_\_  
Date

**SECTION 7****TITLE VI NOTICE TO PUBLIC**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of *race, color*, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of *race, color*, or national origin, be excluded from participation *in*, be denied the benefits *of*, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The Augusta, GA Government is committed to ensuring that no person is excluded from participation *in*, or denied the benefits of its programs and services on the basis of *race, color*, or national origin. If you feel you are being denied participation in or being denied benefits provided by Augusta, GA Government, or otherwise being discriminated against because of your *race, color*, national origin, gender, *age*, or disability, you may contact our office at:

Augusta Georgia Government  
Office of City Administrator  
535 Telfair Street, Suite 910  
Augusta, GA 30901

Augusta Engineering  
Engineering Administration  
452 Walker Street, Suite 110  
Augusta, GA 30901

**SECTION 8****TITLE VI COMPLAINT PROCEDURES****A. Overview**

These procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, and the Civil Rights Restoration Act of 1987, filed with Columbia County relating to any federal aid transportation program or activity administered by Augusta or its recipients, consultants, contractors, and/or sub-contractors. Intimidation or retaliation of any kind is prohibited by law.

**B. Right to File Complaints**

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints informally at the recipient and sub-recipient level. The option of informal mediation meeting(s) between the affected parties and the Title VI Administrator may be utilized for resolution.

## C. Procedures

1. Any individual, group of individuals, or entity that believes they have been subjected to discrimination prohibited by Title VI nondiscrimination provisions may file a written complaint with Columbia County's Title VI Administrator. A formal complaint must be filed within one hundred eight (180) calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant. The complaint must meet the following requirements.

- a. Complaint shall be in writing and signed by the complainant(s).
- b. Include the date of the alleged act of discrimination, date when the complainant(s) became aware of the alleged discrimination; or the date on which that conduct was discontinued or the latest instance of the conduct).
- c. Present a detailed description of the issues, including names and job titles of those individuals perceived as parties in the complained-of incident.
- d. Allegations received by fax or e-mail will be acknowledged and processed, once the identity(ies) of the complainant(s) and the intent to proceed with the complaint have been established. The complainant is required to mail a signed, original copy of the fax or e-mail transmittal for Augusta to be able to process it.
- e. Allegations received by telephone will be reduced to writing and provided to complainant for confirmation or revision before processing. A complaint form will be forwarded to the complainant for him/her to complete, sign, and return to Augusta for processing.

2. Upon receipt of the complaint, the Title VI Administrator will determine its jurisdiction, acceptability, and need for additional information, as well as investigate the merit of the complaint. In appropriate situations, Augusta may request GDOT's office of Equal Employment Opportunity to conduct the investigation. In the event that GDOT handles the investigation, GDOT will follow its adopted procedures for investigating discrimination complaints per GDOT's current Title VI Plan.

3. In order to be accepted, a complaint must meet the following criteria:

- a. The complaint must be filed within one hundred eighty (180) calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant.
- b. The allegation(s) must involve a covered basis such as race, religion, color, national origin, or gender.
- c. The allegation(s) must involve a program or activity of a Federal-aid recipient, subrecipient, or contractor.
- d. The complainant(s) must accept reasonable resolution based on Augusta's administrative authority (reasonability to be determined by Augusta).

4. A complaint may be dismissed for the following reasons:

- a. The complainant requests the withdrawal of the complaint.
- b. The complainant fails to respond to repeated requests for addition information needed to process the complaint.
- c. The complainant cannot be located after reasonable attempts.

5. Once Augusta decides to accept the complaint for investigation, the complainant will be notified in writing of such determination within five (5) calendar days. The complaint will receive a case

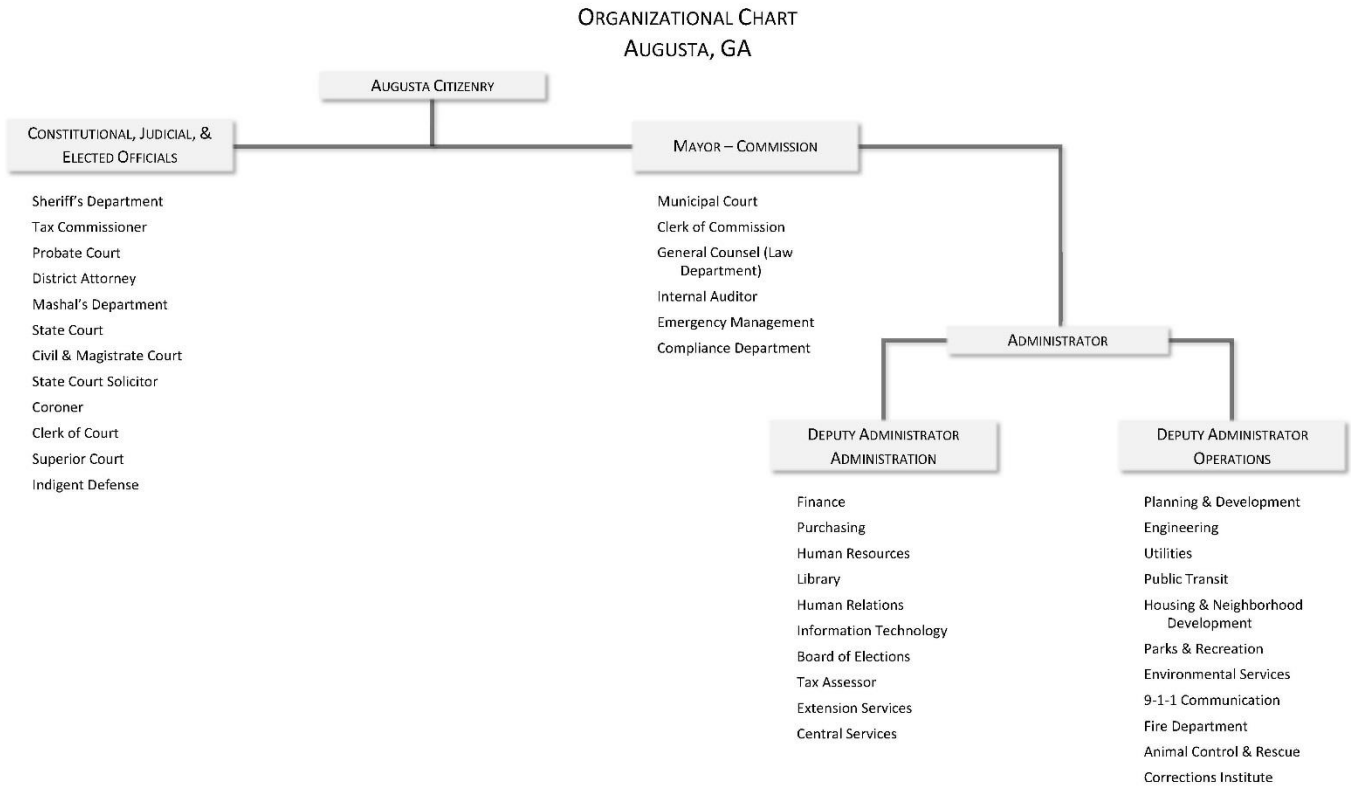
number and will then be logged into Augusta's records identifying its basis and alleged harm, and the race, religion, color, national origin, and gender of the complainant.

6. In cases where Augusta assumes the investigation of the complaint, Augusta will provide the respondent with the opportunity to respond to the allegations in Augusta Title VI Plan Relating to Federal Assistance Transportation writing. The respondent will have ten (10) calendar days from the date of Augusta's written notification of acceptance of the complaint to furnish his/her response to the allegations.
7. Within sixty (60) calendar days of the acceptance of the complaint, Augusta's Title VI Administrator (or GDOT investigator) will prepare an investigative report. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition. Only reasonably qualified and trained investigators should conduct the investigations.
8. The investigative report and its findings will be sent to the Augusta Attorney for review. The Augusta Attorney may discuss the report and its recommendations with the Administrator and other staff as appropriate. The report will be modified as needed and made final for its release to the complainant and respondent.
9. Once the investigative report becomes final, briefings will be scheduled with the complainant and respondent within fifteen (15) calendar days. Both the complainant and the respondent shall receive a copy of the investigative report during the briefings and will be notified of their respective rights.
10. A copy of the complaint and the final investigative report will be forwarded to the GDOT office of EEO within sixty (60) days of the completion of the briefings.
11. If the complainant or respondent is not satisfied with the results of the investigation of alleged discriminatory practice(s), he/she shall be advised of his/her rights to appeal Augusta's decision to GDOT, the United States Department of Transportation (USDOT), the United States Department of Justice (USDOJ), or other entity as appropriate. The complainant has one hundred eighty (180) calendar days after Augusta's briefing to appeal. Reconsideration of Augusta's determination will not be available unless new, relevant facts, not previously considered, are brought to light.
12. A Complaints Log shall be maintained annually by Augusta. The Complaints Log shall contain at a minimum the following information for each complaint filed:
  - a. The name of the complainant.
  - b. Contact information for the complainant including address.
  - c. The date of the complaint.
  - d. The basis of the complaint.
  - e. The disposition of the complaint.
13. Augusta shall not be permitted to investigate a complaint against itself

**SECTION 9****CONCLUSION**

The Augusta, GA Commission is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. Augusta, GA is committed that no person shall on the grounds of race, color, national origin, sex, age, disability, or low income, as provided by Title VI Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity according to applicable law. Augusta, GA abides by all federal, state and local laws or regulations applicable to the Augusta Consolidated Government. Nothing in this Title VI Plan should or may be construed as imposing any duty or obligation on the Augusta, GA which is greater than any such duty or obligation that may be required by applicable laws or regulations. Augusta, GA assures that all efforts will be made to ensure nondiscrimination as required by applicable law in all of its programs and activities whether or not those programs and activities are federally funded.

## EXHIBIT A



## APPENDIX A THE TITLE VI CONTRACTOR ASSURANCES

The text below, in its entirety, shall be incorporated in all contracts entered into by Augusta, GA related to its federal aid transportation projects. All of the text, except the final section, entitled "Incorporation of Provisions" should be included in any contract entered into by any Augusta, GA contractor related to federal aid transportation projects

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

The contractor will take action with respect to any subcontract or procurement as the Augusta, GA, GDOT or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Augusta, GA to enter into such litigation to protect the interests of the Augusta, GA. In addition, the Contractor may request GDOT to enter into such litigation to protect the interests of the State and/or the United States to enter into the litigation to protect the interests of the United States.



## **APPENDIX B**

### **GRANTING and HABENDUM CLAUSES**

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

#### **GRANTING CLAUSE**

NOW, THEREFORE, [Grantor Agency], as authorized by law, and upon the condition that Augusta, GA will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to 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 (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d—4) does hereby remise, release, quitclaim, and convey unto the Augusta, GA all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

#### **HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto Augusta, GA, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Augusta, GA, its successors, and assigns. Augusta, GA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) that Augusta, GA, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of federally assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of Augusta, GA and its assigns as such interest existed prior to this instruction.

## APPENDIX C LEASE/DEED PROVISIONS

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Augusta, GA pursuant to the provisions of Assurance 6:

The (PURCHASER/LESSEE/PERMITTEE), for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (DEED/LEASE/PERMIT), for a purpose for which a Augusta, GA program or activity is extended, or for another purpose involving the provision of similar services or benefits, the (PURCHASER/LESSEE/PERMITTEE) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 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 - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the nondiscrimination covenants, Augusta, GA shall have the right to terminate this (DEED/LEASE/PERMIT), and to reenter and repossess said land and the facilities thereon, and hold the same as if said (DEED/LEASE/PERMIT) had never been made or issued.

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Augusta, GA pursuant to the provisions of Assurance 6:

The (PURCHASER/LESSEE/PERMITTEE), for himself or herself, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that:

1. No person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities,
2. That in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination,
3. The (PURCHASER/LESSEE/PERMITTEE) shall use the premises in compliance with all requirements imposed pursuant to 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 - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the nondiscrimination covenants, Augusta, GA shall have the right to terminate the (LICENSE/LEASE/PERMIT), and to reenter and repossess said land and the facilities thereon, and hold the same as if said (LICENSE/LEASE/PERMIT) had never been made or issued.

That in the event of breach of any of the nondiscrimination covenants, Augusta, GA shall have the right to reenter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the property of Augusta, GA and its assigns.

**APPENDIX D**  
**TITLE VI COMPLAINT FORM**

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." If you feel you have been discriminated against in transit services, please provide the following information in order to assist us in processing your complaint and send it to:

Office of the Administrator  
Augusta, Georgia  
535 Telfair Street, Suite 901  
Augusta, GA 30901

**Please print clearly:**

Complainant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Home) (work/Mobile)

Email Address; \_\_\_\_\_

List type of discrimination (please check all that apply):

Race \_\_\_\_\_ Color \_\_\_\_\_ National Origin \_\_\_\_\_

Other: \_\_\_\_\_

Please indicate your race/color, if it is a basis of your complaint: \_\_\_\_\_

Please indicate your national origin, if it is a basis of your complaint: \_\_\_\_\_

What was the date of the alleged discrimination? \_\_\_\_\_

Where did the alleged discrimination take place? \_\_\_\_\_

Name/Position title of the person who allegedly subjected you to Title Vi discrimination:

Please describe the circumstances as you saw it:

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use additional pages and attach to the back of this form. Also, you may attach any written materials or other information that you think is relevant to your complaint.

## TITLE VI COMPLAINT FORM (continued)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list any and all witnesses' names and phone numbers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What type of corrective action would you like to see taken? \_\_\_\_\_

\_\_\_\_\_

Have you previously filed a Title VI complaint with this agency? \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_ if yes, when \_\_\_\_\_

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, check all that apply

Federal Agency: \_\_\_\_\_ State Agency: \_\_\_\_\_

Local Agency: \_\_\_\_\_

Federal Court: \_\_\_\_\_ State Court: \_\_\_\_\_

Please provide information about a contact person at the agency/court where the complaint was filed.

Name/Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX E**  
**FORM FHWA 1273**

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

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

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

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

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

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

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

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

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

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

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

a. The records kept by the contractor shall document the following:

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

**10. Certification of eligibility.**

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



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

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

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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



### Committee Meeting

Meeting Date: January 30, 2024

R C Daniel Pkwy @ CR601/Wheeler Rd Intersection Improvements

Construction Agreement

GDOT PI # 0012866

File Reference: 24 – 014(A)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Robert C Daniel Pkwy @ Wheeler Road (CR601) Intersection Improvements Project (PI #0012866). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.
<b>Background:</b>	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHWA federal funds as cost sharing project. The purpose of this project is to gain operation efficiency by improving intersections through & turn lanes. Project is ready for construction and in letting now.
<b>Analysis:</b>	Project is being let by Augusta and received bids are under review by GDOT, GDOT will release Construction NTP soon after execution of subject Construction agreement (Agreement). Execution of the Agreement is time sensitive to avoid construction schedule drift, causing redoing letting that may result in cost escalation that Augusta will be responsible to pay. The Agreement allows GDOT federal funding assistance to complete subject improvements.
<b>Financial Impact:</b>	Upon execution of the Construction Agreement, project funds in amount of \$1,700,000.00 (\$1,360,000 Federal funds, \$340,000 local match) will become available for project improvements.
<b>Alternatives:</b>	Do not approve and abandon the project.
<b>Recommendation:</b>	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Robert C Daniel Pkwy @ Wheeler Road (CR601) Intersection Improvements Project (PI #0012866). Also authorize Augusta Mayor and Clerk of Commission to execute

Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering

Item 36.

**Funds are available in the following accounts:**

GDOT funding    \$1,360,000  
Local Match      \$ 340,000 (SPLOST 8 Traffic Safety 330-04-1110).

**REVIEWED AND  
APPROVED BY:**

HM/SR



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

Item 36.

January 16, 2024

Mayor Garnett Johnson  
City of Augusta  
535 Telfair Street, Suite 200  
Augusta, GA 30901

ATTN: Tevia Brown, Project Manager

Subject: **Construction Agreement for Execution**

P.I. 0012866, Richmond County  
CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

Dear Mayor Johnson,

The Department accepts the recommendation from the City of Augusta to award E.R. Snell Contractor, Inc the contract for construction services concerning the above referenced project. In addition, the Department is requesting that the City of Augusta submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00 (*Number is based on estimated CST time; \$10,000 per 12 months of CST*). **Please send payment in the amount of \$10,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:**

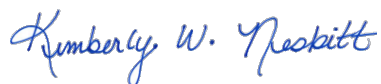
**For payments made by check:**  
**Georgia Department of Transportation**  
**P.O. Box 932764**  
**Atlanta, GA 31193-2764**

**For payments made by ACH:**  
**Bank Routing (ABA) # 121000248**  
**Account # 29794840000000007**

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue the City of Augusta a Notice to Proceed to Construction.

Should you have any questions or concerns, please contact the Department's Project Manager, Frank Childs, Jr., at 478-553-3330.

Sincerely,



Kimberly W. Nesbitt  
State Program Delivery Administrator



KWN:CLB:MRT:FC  
Attachments

Cc: General Accounting, [ARBillings@dot.ga.gov](mailto:ARBillings@dot.ga.gov)  
Albert Shelby, Director of Program Delivery  
Corbett Reynolds, District 2 Engineer  
Caleb Lord, District 2 Construction Manager

CONSTRUCTION AGREEMENT  
Between  
GEORGIA DEPARTMENT OF TRANSPORTATION  
and  
CITY OF AUGUSTA

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction Cluster  
☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this \_\_\_\_\_ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and City of Augusta, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project P.I. 0012866, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:



## ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be that this project proposes to construct 230' right turn lane, 50' extension of the left turn lane on Robert C. Daniel, Jr. Parkway northbound and a 300' extension to the left turn lane on Marks Church Road northbound. The purpose of this project is to improve pedestrian and vehicular mobility and to reduce the congestion at the Intersection of Wheeler Road with Robert C. Daniel, Jr. Parkway. The roadwork would take place along approximately 350' of Robert C. Daniel Parkway and approximately 700' of Marks Church Road, as set forth in Exhibit A, the "WORK PLAN", which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit "A", WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 2 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration ("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

## ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

### ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 365 Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

### ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the

negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

#### ARTICLE VI INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:  
1. It is understood that the SPONSOR (complete the applicable statement):

☒ shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior

written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

#### ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR" ) Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Two Million Six Hundred Seventy Three Thousand Eight Hundred Twenty Two Dollars and Thirty Two Cents (\$2,673,822.32). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Six Hundred Ninety Eight Thousand One Hundred Four Dollars and Eight Cents (\$698,104.08), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed Six Hundred Ninety Eight Thousand One Hundred Four Dollars and Eight Cents (\$698,104.08), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.



## ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

## ARTICLE IX CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

## ARTICLE X RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

#### ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

#### ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII  
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV  
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV  
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional

compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI  
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII  
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of Ten percent (8%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII  
MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.

- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation City of Augusta, Georgia

By: \_\_\_\_\_ (Seal)  
Commissioner

By: \_\_\_\_\_ (Seal)  
Mayor/Chairperson

Name: \_\_\_\_\_

Signed, sealed and delivered  
This \_\_\_\_\_,  
in the presence of:

Attest:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Notary Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Agreement, approved by  
City of Augusta, the \_\_\_\_\_ (date)

Attest:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Federal Employer Identification  
Number



EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

## EXHIBIT A

## WORK PLAN

City of Augusta

P.I. No. 0012866

## GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The proposed project is the construction of a 230' right turn lane, 50' extension of the left turn lane on Robert C. Daniel, Jr. Parkway northbound and a 300' extension to the left turn lane on Marks Church Road northbound. The purpose of this project is to improve pedestrian and vehicular mobility and to reduce the congestion at the Intersection of Wheeler Road with Robert C. Daniel, Jr. Parkway. The roadwork would take place along approximately 350' of Robert C. Daniel Parkway and approximately 700' of Marks Church Road.

**EXHIBIT B****REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

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

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

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

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

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

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

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## 6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

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

## 10. Assurances Required:

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

a. The records kept by the contractor shall document the following:

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

## 2. Withholding (29 CFR 5.5)

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

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



2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

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

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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



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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

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

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

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

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

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

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

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

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

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

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

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

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

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

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## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

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### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

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

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

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

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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



## EXHIBIT C

## WORK SCHEDULE

City of Augusta

P.I. No. 0012866

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	TBD
Construction NTP	TBD
Corrective List	TBD
Final inspection	TBD

EXHIBIT D

BUDGET ESTIMATE

City of Augusta

P.I. No. 0012866



## Interoffice Memo

**FILE**      **The City of Augusta**  
**P.I. No. 0012866**  
**CR 601/Wheeler Road @ CR 124/CR 2157/Robert C Daniel Parkway**

**DATE:**      October 12, 2023

Caleb G. Lord

Digitally signed by Caleb G. Lord  
DN: c=US, E=clord@dot.ga.gov,  
CN=Caleb G. Lord  
Date: 2023.10.16 16:07:45-04'00'

**FROM:**      Caleb G. Lord, District Construction Manager

**TO:**          Kimberly W. Nesbitt, State Program Delivery Administrator

Attention: Frank Childs, Jr.

**SUBJECT:**    **Bid Results Concurrence**

Based on the information provided to this office, the City of Augusta has selected E R Snell Contractor, Inc. as the lowest qualifying bidder for the above project. The total amount of the bid was \$2,673,822.32 and this office is in concurrence with this bid.


Should you have any questions, please contact Caleb G. Lord, District Construction Manager, at 478-553-3340 or via email at [clord@dot.ga.gov](mailto:clord@dot.ga.gov).

CGL:jhl

Cc: Kyle G. Brooks, Area Manager  
District 2 Files

## Interoffice Memo

**FILE:** P.I. 0012866, Richmond County  
CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

**DATE:** October 3, 2023  for

**FROM:** Kimberly W. Nesbitt, State Program Delivery Administrator

**TO:** Corbett Reynolds, District 2 Engineer  
Attn: Caleb Lord, District 2 Construction Engineer

**SUBJECT: Bid Results Concurrence Request**

This Office requests that the District 2 Construction Engineer provide our Office with final concurrence of the bid results received for the above-mentioned project. The County has selected ER Snell Contractor, Inc. as the lowest qualifying bidder. Please find attached all the supporting documentation required for their selection.

Should you have any questions, please contact the Project Manager, Frank Childs, Jr., at 478-553-3330, of this Office.

KWN:CLB:MRT:FC

Attachment(s)



**Russell R. McMurtry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

Item 36.

May 19, 2023

PI 0012866 Richmond County  
CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

Mayor Garnett Johnson  
City of Augusta  
535 Telfair Street, Suite 200  
Augusta, GA 30901  
Attn: Tevia Brown

Subject: **Notice to Proceed to Advertise**

Dear Mayor Johnson,

This serves as your Notice to Proceed to advertise for bids on the above referenced project. As per state and federal law, you are reminded the City of Augusta must publish bid advertisements for a minimum of two consecutive weeks starting at least three weeks in advance of the bid opening. The advertisement shall be published in the local legal organ. Competitive bidding practices must be followed in the award of the contract.

*Please be advised, in accordance with Chapter 10.3 of the Local Administered Projects Manual, "All bidding contractors must be pre-qualified by GDOT."* When the sponsor is ready to recommend a Contractor for the project, the Sponsor shall notify the Department in writing in tabular form with a list of all bidders and the bid amount for each bidder. This form shall include all DBE Contractors with percentages for each bidder on the list. The Budget Estimate shall be included as submitted for the letting for the recommended Contractor. DBE Goals and forms must be included in the Bid Documents.

DBE Goal: 8%

The Sponsor shall ensure all contracts as well as any subcontracts for the construction of the project shall comply with the Federal and State legal requirements imposed on the Department and any amendments thereto. The Sponsor is required and does agree to abide by those provisions governing the Department's authority to contract, specifically, but not limited to, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the Department's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the Department's Standard Specifications and Special Provisions.

The Contract shall not be awarded until a Construction Agreement has been executed and a written Notice to Proceed to Construction is given by the Department.

Please contact the Project Manager, Frank Childs, Jr., at 478-553-3330 should you have any questions or concerns.

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

Notice to Proceed to Advertise

P.I. 0012866 Richmond County

CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY

May 19, 2023

Page 2 of 2

*C.L.B. MRT*

KWN:CLB:MRT:FC

CC: Corbett Reynolds, District 2 Engineer



Procurement Department

Mrs. Geri Sams, Director

## MEMORANDUM

**DATE:** August 31, 2023

**TO:** Hameed Malik, Augusta Engineering and Environmental services Department

**FROM:** Geri A. Sams *Geri*  
Director of Procurement

**CC:** Tevia D. Brown, Augusta Engineering and Environmental Services Department

**SUBJECT:** Bid Item #23-184 Construction Services for CR 601/Wheeler Roat at CR 124/CR 2157 Robert C. Daniel Parkway - For Augusta, Georgia – Housing and Community Development

We are forwarding the attached information to you for the following checked reason. Please check the box identifying your Department's desired action for this project. Please return your response to the Procurement Department no later than five (5) business days from the date of this notice:

- ☐ We are forwarding the attached Submittal(s) and Tabulation Sheet for the above referenced project. Please provide your Department's Recommendation of Award. The Recommendation of Award is required from you prior to your Department placing this item on the Muni-Agenda.
- ☐ **FOLLOW-UP:** We HAVE NOT received your Department's Recommendation of Award for the above reference project. We sent Information to you on **INSERT DATE**. Please note: Recommendation of Award is required prior to placing this item on the Muni-Agenda.
- ☐ No Submittals or No COMPLIANT Submittals were received for the above referenced item. We have attached a copy of the Tabulation Sheet for your review. Please let us know how to proceed:
  - ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
  - ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
- ☒ Submittals received for the above reference item exceeded your Department's Estimated Budget. We have attached a copy of the Tabulation Sheet and the submitted Budget. Please let us know how to proceed:
  - ☐ Re-Bid this item. (You are required to resubmit all documentation via electronic submission.)
  - ☐ Cancel this item. (You are required to submit a cancellation letter to Procurement.)
  - ☐ Budget Updated: (Provide to Procurement a Justification Letter of cost variance for review and a revised Solicitation Form Checklist updating the Budget.)

Thanking you in advance for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Darrell White, Deputy Procurement Director at (706) 821-2422.

## Attachments

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augustaga.gov](http://www.augustaga.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia



**Bid Opening: Bid Item #23-184 Construction Services for CR 601/Wheeler Road  
at CR 124/CR 2157/Robert C. Daniel Parkway  
for Augusta, GA – Augusta Engineering and Environmental Services Department  
Bid Date: Wednesday, August 16, 2023 @ 3:00 p.m.**


Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 261  
Total Electronic Notifications (Demandstar): 3  
Georgia Procurement Registry: 1709  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 2  
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Base Bid
Reeves Construction	Yes	Yes	667047	Yes	Yes	\$3,243,328.45
E. R Snell	Yes	Yes	22114	Yes	Yes	\$2,673,822.32



**ENGINEERING & ENVIR. SVCS. DEPARTMENT****Hameed Malik, Ph.D., P.E., Director****MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Robert C. Daniel Parkway @ Wheeler Road (CR601) Improvements  
for Augusta, GA -Engineering & Environmental Department  
GDOT PI# 0012866 / Bid: 23-184  
File Reference: 23-014(A)

---

It is recommendation of Augusta Engineering to award Bid 23-184 (Robert C. Daniel Parkway @ Wheeler Road Improvements) project to the lowest qualified bidder, E R Snell Construction, Inc. (ER Snell) subject to ER Snell's bid review by Georgia Department of Transportation (GDOT), project being federal funded project. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon ER Snell submitting all required documents such as bid bonds, insurance documents, FHWA required documents (if needed).

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Compliance Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File



## ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:** Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Robert C. Daniel Parkway @ Wheeler Road (CR601) Improvements  
for Augusta, GA -Engineering & Environmental Department  
Cost Variance Justification  
GDOT PI# 0012866 / Bid: 23-184  
File Reference: 23-014(A)

Ms Sams, this memo is to render a justification for cost variance between the "Estimated Cost" and the received Bid Proposal reference the subject project. This project construction consists of road intersection reconstruction & widening, storm sewer, sidewalks, and traffic Signal & operation improvements. Received lowest bid amount is \$2,673,822.32. The project design engineer of record (EOR) construction cost estimate was \$872,630.10. Augusta Engineering (AE) conducted internal itemized review of EOR estimate and received lowest bid and it is AE determination that several critical factors contributed to cost variance. Noticeable variables are Traffic Control, Grading Complete, Concrete material & Concrete products (such as pipes), and exclusion of contingency. These are current construction market uncontrolled variables. There is significant cost escalation in material production cost, skilled workforce labor cost and significant increase in construction work at present. In addition, construction market experiencing inflation and interest rate cost escalation too. Accordingly, responsible bidders are adjusting unit process and are not offering similar work last few years pricing. In addition, that is the reason only two (2) fee proposals received. Potential bidders' current workload is maximized and not able to take additional workload of new contracts.

Another critical factor in received bids cost escalation is that the project is federal funded project. This project has federal construction funds and awarded contractor will be required to comply with all applicable federal regulations and submit required documentations with its progress payments submittals.

In our professional opinion, noted cost variance is acceptable due to current construction market uncertainty and being subject to federal regulations compliance. Hence, it is Augusta Engineering recommendation to accept received fee with cost reduction options consideration during construction.

Thank you.

/s:hm

cc: Darrell White & Nancy Williams, Procurement Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File



PAGE 1 OF 2

**Attachment B****You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

**ATTN: Procurement Director**

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: E.R. Snell Contractor, Inc.Street Address: 1785 Oak RoadCity, State, Zip Code: Snellville, Ga. 30078Phone: 706-985-0600 Fax: 706-985-2957 Email: telbwer@er.snell.comDo You Have A Business License? Yes: ☒ No: ☐Augusta, GA Business License # for your Company (Must Provide): N/AAnd/or Your State/Local Business License # for your Company (Must Provide): OCC -000159Utility Contractors License # (Must Provide if applicable): UC 300077 MUST BE LISTED ON FRONT OF ENVELOPEGeneral Contractor License # (Must Provide if applicable): GCCO 003037

Additional Specialty License # (Must Provide if applicable): \_\_\_\_\_

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: Georgia, Snellville, GrinnettAcknowledgement of Addenda: (#1) ☒ : (#2) ☐ : (#3) ☐ : (#4) ☐ : (#5) ☐ : (#6) ☐ : (#7) ☐ : (#8) ☐ :

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Rev. 4/09/21

**Conflict of Interest**

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

**Date of Authorization**

**\*\* (E-Verify Number)**

22114

E.R. Snell Contractor, Inc.

**Name of Contractor**

01/22/07  
Construction Services for CR604  
Wheeler Road at CR 124/ CR 2157/  
Robert C. Daniel Parkway  
Bid # 23-184

**Name of Project/Bid Number**

**AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT**

**Name of Public Employer**

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

Executed on August, 16, 20 23 in Snellville (City), Georgia (State).

[Signature]

**Signature of Authorized Officer or Agent**

Tom Clower - Vice President

**Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16th DAY OF August, 20 23

[Signature]  
**Notary Public**

Sept. 15, 2025  
**My Commission Expires:**



The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**





**You Must Complete and Return with Your Submittal. Document Must Be Notarized**

### Systematic Alien Verification for Entitlements (SAVE) Program

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Bid # 23-184 Construction Services for CR 601/Wheeler Road at  
CR 124/CR 2157/Robert C. Daniel Parkway  
Tom Clower [Print Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

E.R. Snell Contractors, Inc.

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) ☒ I am a citizen of the United States.

OR

2.) ☐ I am a legal permanent resident 18 years of age or older.

OR

3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. \*

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.**

TRWC  
 Signature of Applicant

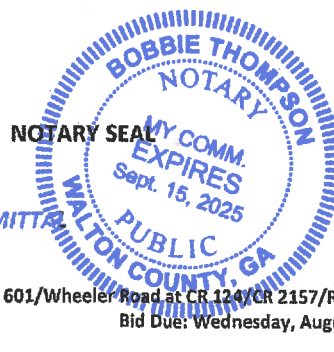
Tom Clower  
 Printed Name

\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16th DAY OF August, 20 23

Bobbie Thompson  
 Notary Public

My Commission Expires: Sept. 15, 2025



**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**  
 REV. 2/17/2016

0803C-23

ER Snell Contractor, Inc.  
PO Box 306 / 1785 Oak Road  
Snellville, GA 30078



**FEDERALLY FUNDED**

***Bid Specifications***

***Bid Item #23-184***

***Construction Services for CR 601/Wheeler Road at  
CR 124/CR 2157/Robert C. Daniel Parkway***

***For***

***Augusta, Georgia – Augusta Engineering  
and Environmental Services Department***

***Bid Due: Wednesday, August 16, 2023 @ 3:00 p.m.***

***Until further notice***

***All bid openings, conferences, and evaluation meetings  
will be conducted by electronic teleconferencing via ZOOM.***

***Instructions are enclosed.***

***Sec. 1-10-50. Sealed bids selection method:***

***Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.***

***It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal  
Is Received By The Time Specified Above.***

***Thanks for doing business with us . . .***

***Geri A. Sams, Procurement Director  
535 Telfair Street, Room 605  
Augusta, Georgia 30901***



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### Notice to All Proposers

**(Required to be returned with your submittal. Both documents must be notarized)**

Attachment B **Return the 2 pages**

Systematic Alien Verification for Entitlements (SAVE) Program

### Local Small Business Opportunity Program Ordinance Requirements

Local Small Business Opportunities Program Participation (Projects \$100,000 or more)

### DBE Program

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### Bid Specifications

### Invitation to Bid

Sealed bids will be received at this office until **Wednesday, August 16, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **812 3176 3464**; Passcode: **343591** for furnishing:

**Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$250.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through ARC Southern (706 722-6488) beginning **Thursday, July 6, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, July 31, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 857 4784 3960; Passcode: 491990.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, August 1, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid Bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 110% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 6, 13, 20, 27, 2023  
Metro Courier July 6, 2023

Revised: 2/19/2016

cc Takiyah A. Douse Interim Administrator  
Hameed Malik Augusta Engineering and Environmental Services Department  
Tevia Brown Augusta Engineering and Environmental Services Department

Revised: 2/19/2016



## PROCUREMENT DEPARTMENT

### ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP, RFQ, and Bid Openings to award quality contracts for Augusta. Bidders may participate in our Public Openings via webcast or teleconference by following the instructions outlined below:

#### ELECTRONIC BID INSTRUCTIONS

*Join from a PC, Mac, iPad, iPhone, or Android device*

***Pre-Bid Conference - Bid #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department***

**Monday, July 31, 2023 @ 10:00 a.m.**

**ZOOM Pre-Bid Conference:**

1. Go to <https://zoom.us/join> and enter meeting ID: 857 4784 3960
2. Password: 491990
3. Teleconference: Telephone number: 646 876 9923

***Bid Opening - Bid #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department***

**Wednesday, August 16, 2023 @ 3:00 p.m.**

**ZOOM Opening:**

1. Go to <https://zoom.us/join> and enter meeting ID: 812 3176 3464
2. Password: 343591
3. Teleconference: Telephone number: 646 876 9923

#### **OFFICIAL BID RESULTS will Post within 5 Days**

For Assistance: Please Contact the Bid and Contract Team at (706) 821-2422

Revised 9/30/2021

**INSTRUCTIONS TO SUBMIT**

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All bids are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at [www.augustaga.gov](http://www.augustaga.gov) or <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances, and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Bids For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**  
**Attn: Geri A. Sams**  
**Director of Procurement**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901**  
**Fax: 706-821-2811 or Email:**  
[procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)
- 1.6 **Local Vendor Preference:** The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the

lowest non-local bidders.

- 1.7 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*

*Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011, Court Order in the case; Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*

*A copy of this Order can be reviewed at [www.augustaga.gov](http://www.augustaga.gov) home page.*

- 1.8 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.9 **Terms of Contract:** (Check where applicable)  
☐ (A) Annual Contract  
☒ (B) One time Purchase.  
☐ (C) Other

Revised 2/11/2016



## NOTICE TO ALL VENDORS

**ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS**

**PLEASE READ CAREFULLY:**

**Attachment B** is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE:** **E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

**WARNING:**

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21

*City of Snellville, Georgia*  
*2342 Oak Road, Snellville, GA 30078*

## OCCUPATION TAX CERTIFICATE

2023

**This License is Granted to:**

LICENSING DEPT  
 E.R. SNELL CONTRACTOR INC  
 PO BOX 306  
 SNELLVILLE GA 30078

**SNELL, E.R. CONTRACTORS**

<b>Effective Date:</b>	1/01/2023
<b>License No:</b>	OCC-000159
<b>Class:</b>	CLASS 2
<b>SIC Code:</b>	1600
	CONSTRUCTION OTHER THAN BLD
	CONSTRUCTION - ROADS &
	BRIDGES
<b>Expires:</b>	12/31/2023

**LOCATION OF BUSINESS: 1785 OAK RD**

This license is issued on the petition of the applicant, who assumes all responsibility of compliance with Federal, State, County and Municipal Regulations. The City will make no refund if such regulations prevent or restrict the trade, business, or profession herein proposed.

**SNELLVILLE**  
**EXPIRATION DATE - December 31, 2023**

It is the duty of the above referenced business to permit all reasonable inspections of his business and examinations of his books by public authorities so authorized by law, to ascertain and at all times comply with all laws and regulations applicable to such businesses to avoid all forbidden, improper or unnecessary practices or conditions which do not may affect the public health, morals or welfare, and to refrain from operating the business on premises after expiration of his occupational tax certificate and during the period his certificate is revoked or suspended.

**THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE**

E.R. SNELL CONTRACTOR INC  
 LICENSING DEPT  
 PO BOX 306  
 SNELLVILLE GA 30078



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

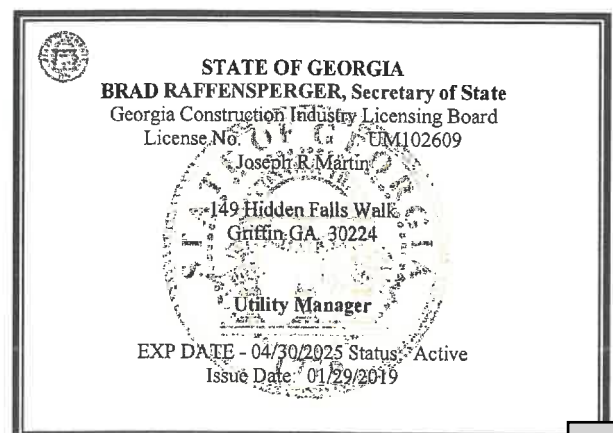
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
 237 Coliseum Drive  
 Macon GA 31217  
 Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Joseph R Martin  
 149 Hidden Falls Walk  
 Griffin GA 30224







A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

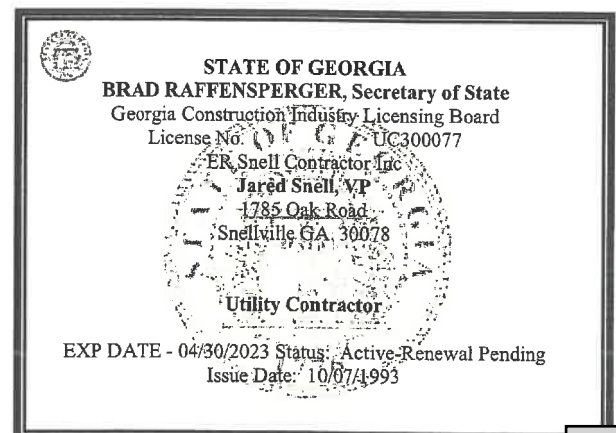
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

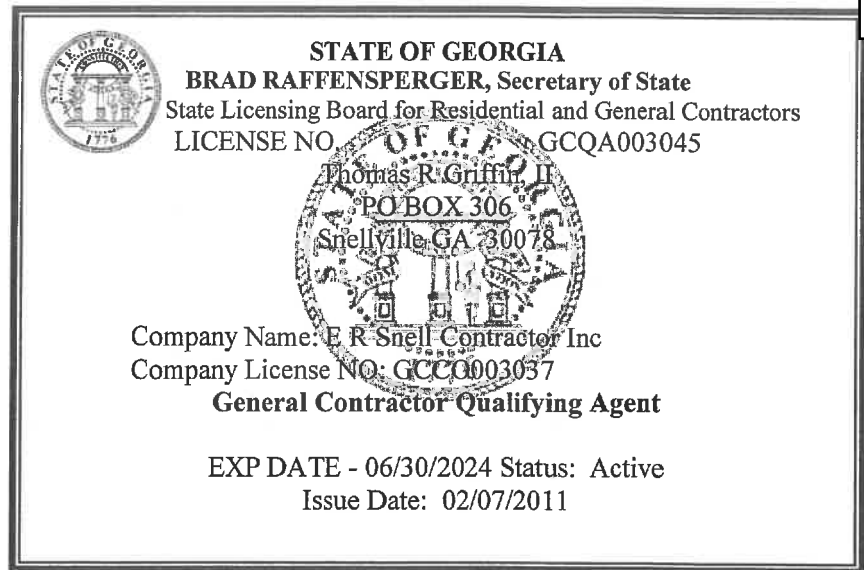
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ER Snell Contractor Inc  
 1785 Oak Road  
 Snellville GA 30078





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 237 Coliseum Drive  
 Macon GA 31217  
 Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Thomas R Griffin, II  
 2380 Island Drive  
 Gainesville GA 30501





**Russell R. McMurtry, P.E., Commissioner**  
 One Georgia Center  
 600 West Peachtree Street, NW  
 Atlanta, GA 30308  
 (404) 631-1000 Main Office

July 3, 2023

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2SN250**

E. R. Snell Contractor, Inc  
 1785 Oak Road  
 Snellville, GA 30078

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

**MAXIMUM CAPACITY RATING: \$1,525,500,000.00**

**CERTIFICATE EXPIRES: June 30, 2025**

**PRIMARY WORK CLASS/CODE: 400**

**SECONDARY WORK CLASS(ES)/CODE(S): 205, 208, 310, 500, 507, 626 and 820**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.  
 DN: cn=US, e=mmastronardi@dot.ga.gov,  
 o=Georgia Department of Transportation,  
 ou=Division of Construction - Director,  
 cn=Marc Mastronardi, P.E.\*  
 Date: 2023.07.06 09:17:45-04'00'

MM:TKA





# Document A310™ - 2010

Item 36.

## Bid Bond

BOND NUMBER: N/A

### CONTRACTOR:

(Name, legal status and address)

E.R. Snell Contractor, Inc.

1785 Oak Road

Snellville, GA 30078

### OWNER:

(Name, legal status and address)

*City of Augusta  
536 Telford St Room 605  
Augusta, GA 30909*

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

*Bid# 23-184  
Construction Services for CR601/ Wheeler Road  
At CR 124/ CR 2157/ Robert C. Daniel Parkway*

### SURETY:

(Name, Legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this *16th* day of *August*, *2023*.

*Bobbi Thompson*  
(Witness)

E.R. Snell Contractor, Inc.

(Contractor as Principal)

*David C. Eades*  
(Title) *Vice President*

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

*Henry C. Eades*  
(Witness)

*David C. Eades*  
(Title) David C. Eades, Attorney-in-fact





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID C EADES** of **ATLANTA, Georgia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of August, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## **Local Small Business Opportunity Program Ordinance Requirements**

### **Notice To All Bidders (PLEASE READ CAREFULLY)**

#### **Shall apply to ALL Bids regardless of the dollar amount**

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the LSBOP Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

To print a copy of the Prime Contractor Data Collection Form visit:

<http://www.augustaga.gov/index.aspx?NID=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>

### **SHALL APPLY TO PROJECTS \$100,000 & UP**

#### **Local Small Business Opportunity Program (Continued)**

##### **Sec. 1-10-129. Local small business opportunities program participation.**

(a) *Sealed Bids* The following procedures and contract requirements will be used to ensure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable

participation of local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

**Failure to submit the above documentation shall result in the bid being declared non-responsive.**

(d) *Post Contract Award Requirements.* The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) *Compliance.*

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid projects prior to award of the contract.

(i) *Competitive Bids.*

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

##### **Sec. 1-10-130. Exceptions – federally funded projects.**

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations, and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations, or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

**NOTE:** All forms should be submitted in a separate, sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid Number

**For questions and or additional information please contact:**

**Local Small Business Opportunity Program,  
535 Telfair Street, Room 530,  
Augusta, Georgia 30901  
(706) 821-2406.**

**Website:** <http://www.augustaga.gov/index.aspx?nid=83>

Revised 2-11-16





**DBE PROGRAM**  
**GDOT Locally Administered Program (LAP)**  
**FHWA Funded Projects**

**DBE Requirements**

Augusta, Georgia, a LAP of the Georgia Department of Transportation pursuant with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination in federally assisted programs of the Department of Transportation Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

**The Georgia Department of Transportation Board has adopted the following goal for DBE participation on all federally funded projects.**

**10% DBE**  
**Overall Annual Goal**

**This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint venture or mentor/ protégé relationship.**

Augusta, Georgia, a LAP of Georgia Department of Transportation will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation Disadvantage Business Program Plan.

Phyllis Johnson  
 Compliance Department Director  
 Consolidated Government of Augusta, Georgia  
 535 Telfair Street, Suite 530  
 Augusta, GA 30901  
 (706)-826-1325 p  
[p.johnson@augustaga.gov](mailto:p.johnson@augustaga.gov)



Kimberly King, EEO Director  
 Georgia Department of Transportation  
 600 W. Peachtree St.  
 Atlanta, GA 30308  
 (404) 631-1972 p  
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Revised: December 7, 2009

Revised: October 21, 2013

Revised: November 3, 2014

**DEPARTMENT OF TRANSPORTATION STATE  
OF GEORGIA  
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM CRITERIA FOR  
ACCEPTABILITY**

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing DBE Race Neutral and Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

**DBE DIRECTORY:** The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

**GOAL FOR PARTICIPATION:** If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOAL Forms included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

- (A) The bidder can demonstrate no greater participation could be obtained. This

should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing Interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs participants in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs.  
Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing

within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

- (B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3<sup>rd</sup> working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also, failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

**DEFINITION:** For the purposes of this provision, the following definitions will apply: Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged.
  - (i) "Black Americans," which includes persons having origins, in any of the Black racial groups of Africa;
  - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;



- (vi) Women;
  - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- (3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

**DISCRIMINATION PROHIBITED:** No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

"The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate".

**Failure to Achieve Requirements:** Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department's written consent to substitute and, unless the Department's consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.
  - (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
  - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
  - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
  - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
  - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT but are not administratively appealable to the US DOT.
- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and

- operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner/operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
  - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
  - (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
  - (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (E)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-

term lease agreement and not on an ad hoc or contract-by-contract basis.

- (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (E)(2).

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

## REPORTS

- A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:
1. The name of each DBE participating in the contract.
  2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
  3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
  4. The dollar value of each DBE subcontract or supply agreement.
  5. The actual payment to date of each DBE participating in the contract.
  6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the

end of the month may cause payment to the contractor to be withheld.

7. The Prime Contractor shall notify the Project Manager at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Manager when they begin work on the project. They must also inform the Project Manager when their forces will be doing work on the project.
- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

**SUBSTITUTION OF DBEs:** The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days, if necessary, at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

**CERTIFICATION OF DBEs:** To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the GDOT EEO Office at (404) 631-1972.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

First Use 2013 Specifications: November 01, 2013  
Updated July 01, 2018

**SPECIAL PROVISION**

**PROMPT PAYMENT:**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

Prime contractors must maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years after Contract Final Acceptance. These records shall be made available for inspection upon request by any authorized representative of the Georgia Department of Transportation or USDOT.

All subcontract agreements shall contain this requirement.

## NO RESPONSE LETTER

please submit by response due date

Bid Item #23-184	Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway	Due: Wednesday, August 16, 2023 @ 3:00 p.m.
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To: **Augusta, Georgia - Procurement Department**

This is to certify that \_\_\_\_\_, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

\_\_\_ Unavailability of required resources

\_\_\_ Prior commitments

\_\_\_ Inadequate anticipated funding Level

\_\_\_ Project Duration

\_\_\_ Potential conflict of interest

\_\_\_ Duplication of ongoing effort

\_\_\_ Other (please explain)

\_\_\_\_\_

\_\_\_\_\_

**Authorized Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_



**BID ITEM #23-184**

**CR 601/WHEELER ROAD @  
CR 124/CR 2157/  
ROBERT C. DANIEL PRWY  
PI#0012866**

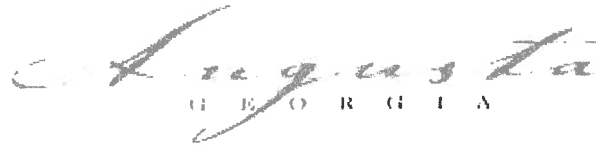
**INVITATION TO BID**

***Federally Funded Project***

**2023**

POC: Hameed Malik, Ph.D., PE, Director  
ENGINEERING DEPARTMENT  
CITY OF AUGUSTA, AUGUSTA, GA





**BID ITEM #23-184**

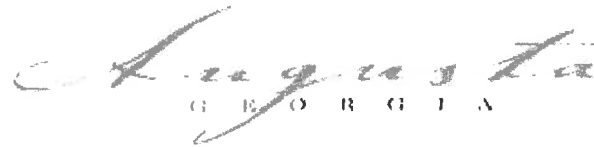
**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C.  
DANIEL PRWY**

**PI# 0012866**

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AUGUSTA ENGINEERING DEPARTMENT  
0012866

## SECTION 1: INSTRUCTION TO BIDDERS

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### INSTRUCTION TO BIDDERS

#### IB-01 GENERAL

All proposals must be presented in a sealed envelope, addressed to the Owner. The proposal must be filed with the Owner on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn after bid closing and for a period of sixty (60) days after bids have been awarded, pending the execution of contract with the successful bidder.

The DBE Goal for the Project is 10%. GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to the contract. *(Federal Clause)*

Bidder Submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. Bidders submitting a bid in excess of \$2,000,000 must be prequalified with GDOT. *(Federal Clause)*. The contractor shall also have General Contractor License, Utility contractor license or Utility Licensed manager as on-site construction team member and has ability to work in the state of Georgia.

#### IB-02 EXAMINATION OF WORK

**Pre-Bid Conference will be held on Monday, July 31, 2023 @ 10:00 a.m.  
Via Zoom Meeting ID: 857 4784 3960; Passcode: 491990.**

Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the

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**0012866**

work or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

**IB-03      ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of plans, specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department, Geri Sams – Director, 535 Telfair Street, Suite 605, Augusta, Georgia, 30901 and to be given consideration must be received by Tuesday, August 1, 2023 @ 5:00 P.M. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to the Augusta, GA Procurement Director. The Procurement Director shall send by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than five working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

**IB-04      PREPARATION OF BIDS**

Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the

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Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

Bids by wholly owned proprietorships or partnerships will be signed by all owners. Bids of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the proposal.

**NOTE: A 10% Bid Bond is required in all cases. (*Federal Clause*)**

**IB-05            BASIS OF AWARD**

The bids will be compared on the basis of unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated, quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed. It is the responsibility of the Contractor to check all items of construction. In case of error in extension of prices in a proposal, unit bid prices shall govern.

**The bid will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements per section 103.02. (*Federal Clause*)**

Payment to CONTRACTOR will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased as provided in Section 23 of Special Conditions.

**IB-06            BIDDER'S QUALIFICATIONS**

No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of a similar nature to that covered by the contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. He shall submit with his proposal a **FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENT**, giving reliable information as to working capital available, plant equipment, and his experience and general qualifications.

**AUGUSTA ENGINEERING DEPARTMENT**  
**0012866**

The principal firm(s) submitting bids must be firms regularly engaged in the provision of direct contractor services. In addition, each firm must be experienced in the construction by at least three (5) projects of similar size/type within the past three (3) years. The identity of those projects must be supplied sealed in a separate envelope. The statement of qualification must be of sufficient detail to demonstrate the firm's ability to perform all aspects of the scope of work.

The Statement shall address the following items in the exact order and format:

1. Firm's Contractor experience and ability to perform as Contractor for projects of similar size and complexity to the proposed facility.
2. Submit a listing of previous contracts with references on which your firm performed construction services on which a stipulated sum and bonding was provided.
3. Identify the firm's current bonding capacity
4. Provide a history of the firm, including years in business and number individuals employed by the firm.
5. Firm's experience and professional qualifications of proposed key jobsite staff:
  - a. Provide a listing of all key staff that would be assigned to this project at the jobsite and perform all major aspects of the on-site responsibilities.
  - b. Provide a detailed resume of each of proposed jobsite staff, including all positions held within the past 5 years and references.
  - c. Provide an organizational chart of the firm and proposed jobsite project staff.

The owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the bidder or investigation of him fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work.

**IB-07            PERFORMANCE and PAYMENT BOND**

At the time of entering into the contract, the Contractor shall give bond to the owner for the use of the owner and all persons doing work or furnishing skill,

**AUGUSTA ENGINEERING DEPARTMENT**  
**0012866**

tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and terms, for saving the owner harmless from all cost and charges that may accrue on account of the owner performing the work specified, and for compliance with the laws pertaining thereto.

**When performance and/or payment bonds are required per section 103.5, The performance bond of 100% of contract amount and payment bond of 110% of contract amount is required.** Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Georgia and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Attorneys-in-fact who sign bonds must file with each copy thereof, a certified and effectively dated copy of the power of attorney.

**IB-08            REJECTION OF BIDS**

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

Bid may be rejected if any of the Unit Prices are obviously unbalanced. The Owner will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest of the Owner.

Bid may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, erasures or changes not initialed, or other irregularities.

**IB-09            TITLE VI**

*The (City of Augusta ) in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any*

AUGUSTA ENGINEERING DEPARTMENT  
0012866

*contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. (Federal Clause)*

**IB-10: START OF WORK: FEDERAL CLAUSES**

The completed DBE Goals Form, Federal Aid Certification, and Georgia Security and Immigration Compliance Act Affidavit shall be submitted with the bid.

Before Start of Work Preconstruction conference will be held with at minimum, sponsor, contractor, Selected DBE firms GDOT Area Engineer and GDOT Project Manager.

All Construction Project require the use of Davis- Bacon Wage rates regardless of physical location. Include a copy of the current wage rate determination in the bid document. The web site for the wage rates is: <http://www.wdol.gov/dba.aspx#0>. To find the wage rate determination, select the State and county in which the project is located and then select HIGHWAY.

All testing is to meet the requirements outlined in the GDOT sampling, Testing, and Inspection Guide.

Contractor shall use suppliers on the appropriate GDOT Qualified Products List.



**SECTION 2: GEORGIA PROMPT PAY ACT**

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**BID ITEM #23-184 - CR 601/WHEELER ROAD @  
CR 124/CR 2157/ROBERT C. DANIEL PRWY  
PI# 0012866**

Augusta, GA

**GEORGIA PROMPT PAY ACT**

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

All claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due Contractor on any sum held as retainage pursuant to this Agreement and Contractor specifically waives any claim to same.

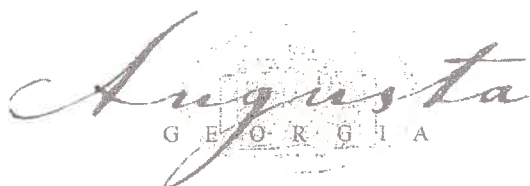
**NOTICE**

All references in this document, which includes all papers, writings, drawings, plans or photographs to be used in connection with this document, to "Richmond County Board of Commissioners" shall be deemed to mean "Augusta Richmond County Commission-Council and all references to "Chairman" shall be deemed to mean "Mayor".

**DISPOSALS**

Prior to any material from this project being wasted or otherwise disposed of outside the project limits the Contractor shall furnish the Engineer a copy of written permission, signed by the property owner (or his authorized agent) describing the estimated amount and type of material to be placed on said property. If any portland cement concrete, asphaltic concrete, wood or other such materials are to be wasted on the property, a copy of the owner's inert landfill permit, issued by the Environmental Protection Division shall be furnished to the Engineer prior to any such waste being removed from the project.

In all cases, regardless of the material being wasted, a grading permit issued by Augusta Richmond County must be furnished to the Engineer.

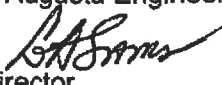


*Procurement Department*

*Mrs. Geri Sams, Director*

**CERTIFIED MAILED**

**TO:** All Vendors  
Tywanna Scott, Procurement Assurance Analyst  
Hameed Malik, Augusta Engineering and Environmental Services Department

**FROM:** Geri A. Sams   
Procurement Director

**DATE:** August 7, 2023

**SUBJ:** Responses to Vendor's Questions

**BID ITEM:** Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department

**BID OPENING DATE: Wednesday, August 16, 2023 @ 3:00 p.m.**

**ADDENDUM NO. 1**

This Addendum shall form a part of the referenced Bid Item #23-184 Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway and any agreement entered in connection therewith equally as if bound into the original document. **Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.**

**Responses to Vendor's Questions:**

- 1) Question: Will the GDOT AC Index apply to this project?  
**Response: The GDOT AC Index will not apply to this project.**
- 2) Question: The 10% DBE Goal is high for this type of project. It will be difficult to meet this goal due to the low percentage of subcontractor work available on this project. Can the DBE Goal be lowered for this project?  
**Response: The 10% DBE Goal will not be lowered for this project.**
- 3) Question: The typical sections and summary of qty's show Recycled Asph Conc 12.5 SP without poly-mod. The pay item shows including poly-mod in the 12.5 mm topping. Which is correct?  
**Response: The typical sections and summary of quantities is correct. The pay item will be updated.**
- 4) Question: Storm drain line A-50 to A-49 shows 15" HDPE in the drainage profile on dwg 22-0001. The pay item calls for 15 in Class III which is RCP. Which is correct? If HDPE is proposed, what are the backfill requirements?  
**Response: 15" HDPE is correct. The pay item will be updated. Refer to GDOT Standard Detail 1030P for backfill requirements.**
- 5) Question: The existing asphalt is getting milled and inlaid. There are several existing manholes that will need to be lowered and raised. Can a pay item for adjustment of manholes be added?  
**Response: Adjusting manholes will be included in the price bid for GRADING COMPLETE.**
- 6) Question: The storm drain line A-50 to A-49 will be installed under the existing parking lot and the

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augusta-georgia.gov](http://www.augusta-georgia.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your smartphone or camera equipped tablet to visit the Augusta, Georgia

construction of the proposed retaining wall will remove the existing curb and gutter. Is it Augusta's intent to demolish the existing pavement and curb & gutter within the easement in this area and replace with new pavement and curb & gutter? How will the replacement get paid?

**Response: The curb & gutter will be paid for in the price bid for CURB & GUTTER, 6 IN X 24 IN, TP 2. The pavement will be paid for in the price bid for CLASS B CONC, BASE OR PVMT WIDENING and RECYCLED ASPH CONC 12. 5 MM SUPERPAVE GP I OR 2, INCL BITUM MATL & H LIME.**

- 7) Question: There is an existing light pole at approx. sta. 212+00 LT that will need to be removed? Who is responsible for this? Does it need to get reset? If so, how will this get paid?

**Response: The light pole will be part of the utility relocation work.**

- 8) Question: Specification 150.6 references Gordon Highway which is not associated with this project. Can 150.6 be revised to include the roads within this PI?

**Response: Special Provision 150.6 references PI 0012866.**

- 9) Question: What is the allowable duration traffic can run on milled surfaces?

**Response: All milled surfaces shall be covered before they are opened to traffic.**

- 10) Question: Will "knock out" precast drainage structures be allowed.

**Response: Knock-out drainage structures will not be allowed for this project.**

- 11) Question: Will videoing and/or laser profiling of the storm drain be required?

**Response: Video and laser profiling will be required.**

- 12) Question: Please provide schedules and milestone dates for relocation of third-party utilities. Is the time required for the relocation of the third-party utilities estimated in the established calendar days in the agreement?

**Response: The GUPS Permits can be found at the link below.**

**0012866 GUPS Permits <https://husseygaybell.egnyte.com/fl/prSM9quidn>  
Password:2ZWx5ory**

- 13) Question: In General Conditions, GC-110, Will a field office be required? If so, how is it to be paid?

**Response: A field office will not be required for this project.**

- 14) Question: In General Conditions, GC-26, it states, "all storm drainpipe shall have a minimum 6" bedding..." Is this to be paid under "Bid Item # 207-0203: Foundation Backfill"?

**Response: Yes.**

- 15) Question: Is a soil survey or other geotechnical evaluations available?

**Response: A soil survey or other geotechnical evaluations are not available for this project.**

- 16) Question: In the general conditions, GC-53, Item #1, it states, "The owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance...". Does this amount change to 5(5%) percent for the life of the project as per new Georgia law regarding public construction contracts since the contract date will be after 6/30/2022?

**Response: Revised Retainage – 5% per new state policy.**

- 17) Question: In Section 150.6, "Special Conditions", Subsection A references that Lane closures ...interferes with traffic on SR10/US 78/Gordon Highway. This highway is not in the project limits of the referenced project. Please clarify.

**Response: See response to question #8 above.**

- 18) Question: In Section 150.6, "Special Conditions", Subsection B references that Milled surfaces shall be covered...within "x" days. Please clarify.

**Response: See response to question #9 above.**

- 19) Question: In Section 150.6, Subsection A, is there specific lane closure requirements for this project?

**Response: The contractor shall coordinate with Augusta Engineering Department for specific lane closure requirements. The Contractor shall not install lane closures or move equipment or materials that interferes with traffic between the hours of 5:00 a.m. to 9:00 a.m. and 3:00 p.m. to 8:00 p.m. Monday through Friday and 9:00 a.m. to 8:00 p.m. Saturday and Sunday.**

20) Question: Section 167 of the specifications addresses Water Quality Monitoring. Since this project does not meet the requirements to file an NPDES permit, will water quality inspections or monitoring be required on this project? If so, how is it to be paid?

**Response: Water Quality Monitoring will not be required for this project.**

21) Question: In General Conditions, GC-28, references GDOT Specification 155. Has a non-infested area been designated on the plans that soil can be moved to as stated in the specification?

**Response: A non-infested area has not been designated on the plans that soil can be moved to. The contractor shall coordinate with Augusta Engineering Department for a suitable location.**

22) Question: There does not appear to be any construction shown on sheets 13-0001 and 13-0002 that match what is shown on the typical sections and what is shown on sheets 19-0001 and 19-0002. Please clarify.

**Response: Sheets 13-0001 and 13-0002 have been replaced in the plans with updated sheets.**

23) Question: There are not any pay items on the bid schedule for the traffic signal loops that are shown on sheet 27-0003 of the project plans. Please clarify.

**Response: The traffic signal loops shall be included in the price bid for TRAFFIC SIGNAL INSTALLATION NO -- 1.**

24) Question: There are not any pay items on the bid schedule for the installation of the "pedestal pole w/ped head, pushbutton station, and sign pull box...". Please clarify.

**Response: These items shall be included in the price bid for TRAFFIC SIGNAL INSTALLATION NO -- 1.**

25) Question: Bid item # 441-0748, "Concrete Median, 6 IN does not appear to be shown on the plans. Where is this located?

**Response: The Concrete Median, 6 IN is located on sheet 13-0003 as the proposed channelizing islands along westbound Wheeler Road along the east leg of the intersection. They are called out as GDOT Detail 9032B, TP7, 4". The call-out will be updated to GDOT Detail 9032B, TP7, 6".**

26) Question: Typical Section #3 on the plan sheet 05-0002 references a "Concrete Ditch, See detail 49". This detail is not shown on the plans. Can this detail be provided?

**Response: The reference on the plans will be updated to "CONC DITCH, SEE GDOT DTL D-49".**

27) Question: Note #22 on sheet 04-0004 reads, "All traffic control shall be paid for under the traffic signal lump sum bid". Is this correct? If correct, what is pay item # 150-1000 on the bid schedule to be used for? Please clarify.

**Response; This note will be removed from sheet 4-0004. All traffic control will be paid for under price bid for pay item 150-1000 TRAFFIC CONTROL--0012866.**

28) Question: Will this project be indexed per the GDOT asphalt index specification since this project has federal transportation funds?

**Response: See response to question #1 above.**

**Please acknowledge addendum in your submittal**

**END OF ADDENDUM**

**ATTACHMENTS: REVISED PLANS(6 PAGES)  
REVISED BID SCHEDULE (4 PAGES)**

*TW*

AUGUSTA ENGINEERING DEPARTMENT  
CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT  
**SECTION 3: BID PROPOSAL**

Date: 8/16/23

Gentlemen:

In compliance with your invitation for bids dated August 16, 2023, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY  
PI# 0012866**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Two million, six hundred seventy three thousand, eight hundred DOLLARS  
(\$2,673,822.32) twenty two dollars and thirty two cents

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 365 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

1

8/16/23

Respectfully submitted:

ER. Snell Contractor Inc.  
(Name of the Firm)

1785 Oak Rd Snellville GA 30078  
(Business Address)

By: TRW

Title: Vice President



## AUGUSTA ENGINEERING DEPARTMENT

## CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT

000-1000	Force Account	1	LS	\$50,000	\$50,000
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CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL -- 0012866	1	LS	180500.00	180,500.00
156-0100	GPS DATA COLLECTION AND SUBMITTAL - 0012866	1	LS	26900.00	26,900.00
207-0203	FOUND BK FILL MATL, TP II	50	CY	186.00	9,300.00
210-0100	GRADING COMPLETE -- 0012866	1	LS	824700.00	824,700.00
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	630	SY	76.00	47,880.00
318-3000	AGGR SURF CRS	25	TN	133.00	3,325.00
441-0104	CONC SIDEWALK, 4 IN	100	SY	149.00	14,900.00
441-0108	CONC SIDEWALK, 8 IN	115	SY	185.00	21,275.00
441-0740	CONCRETE MEDIAN, 4 IN	90	SY	203.00	18,270.00
441-0748	CONCRETE MEDIAN, 6 IN	270	SY	153.00	41,310.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	180	LF	48.25	8,685.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	280	LF	52.25	14,630.00
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	1820	LF	44.00	80,080.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	640	LF	17.25	11,040.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	35	CY	438.00	15,330.00
634-1200	RIGHT OF WAY MARKERS	4	EA	467.00	1,868.00
999-5200	DETECTABLE WARNING SURFACE	40	SF	85.00	3,400.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	30	TN	475.00	14,250.00
402-3121	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	104	TN	185.00	178,155.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	70	TN	316.00	32,864.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME	963	TN	417.00	29,190.00
413-0750	TACK COAT	1200	GL	4.05	4,860.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	10700	SY	7.15	76,505.00
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	478	LF	—	—
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	120.00	40,200.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	102.00	18,156.00
600-0001	FLOWABLE FILL	5	CY	1430.00	7,150.00
611-3311	RECONSTR MISC ROADWAY STRUCTURES	5	EA	11500.00	57,500.00
668-1100	CATCH BASIN, GP 1	5	EA	13800.00	69,000.00
668-2100	DROP INLET, GP 1	4	EA	9130.00	36,520.00
668-4300	STORM SEWER MANHOLE, TP 1	3	EA	9130.00	27,390.00

**AUGUSTA ENGINEERING DEPARTMENT**  
**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT**

163-0232	TEMPORARY GRASSING	0.10	AC	1460.00	146.00
163-0240	MULCH	1	TN	1110.00	1,110.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	2430.00	2,430.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	14	EA	579.00	8,106.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	92	LF	.13	11.96
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	1350.00	1,350.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	14	EA	221.00	3,094.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	1410.00	1,410.00
171-0010	TEMPORARY SILT FENCE, TYPE A	320	LF	11.50	3,680.00
700-7000	AGRICULTURAL LIME	0.15	TN	881.00	132.15
700-8000	FERTILIZER MIXED GRADE	0.05	TN	2140.00	107.00
700-8100	FERTILIZER NITROGEN CONTENT	10	LB	5.00	50.00
700-9300	SOD	140	SY	42.25	5,915.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	170	SF	32.75	5,567.50
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	121	SF	35.25	4,265.25
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	73.50	SF	90.25	6,633.38
636-2070	GALV STEEL POSTS, TP 7	374	LF	19.50	7,293.00
639-2002	STEEL WIRE STRAND CABLE, 3/8 IN	100	LF	3.40	340.00
639-5000	PRESTRESSED CONC STRAIN POLE, TP -- 0012866	2	EA	17500.00	35,000.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	18	EA	99.00	1,782.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	5	EA	198.00	990.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3200	LF	1.30	4,160.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2100	LF	1.30	2,730.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	190	LF	15.75	2,992.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	3950	LF	4.60	18,170.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	1200	GLF	.86	1,032.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	566	SY	9.90	5,603.40
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	60	SY	9.90	594.00
654-1003	RAISED PVMT MARKERS TP 3	112	EA	9.90	1,108.80
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	73.50	SF	90.25	6,633.38
639-3004	STEEL STRAIN POLE, TP IV - 0012866	4	EA	23700.00	94,800.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 1	1	LS	295300.00	295,300.00
647-2170	PULL BOX, PB-7	1	EA	3590.00	3,590.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	360	LF	7.10	2,556.00
682-9950	DIRECTIONAL BORE -- 0012866	180	LF	199.00	35,820.00
687-1000	TRAFFIC SIGNAL TIMING -- 0012866	1	LS	8050.00	8,050.00
441-0204	PLAIN CONC DITCH PAVING, 4 IN	14	SY	519.00	7,266.00
500-3107	CLASS A CONCRETE, RETAINING WALL	60	CY	1760.00	105,600.00

## AUGUSTA ENGINEERING DEPARTMENT

## CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT

515-2020	GALV STEEL PIPE HANDRAIL, 2 IN. ROUND	179	LF	130.00	23,270.00
SUBTOTAL WHEELER ROAT AT ROBERT C. DANIEL PARKWAY		\$2,623,822.32			

FORCE ACCOUNT:	\$50,000
GRAND TOTAL	\$2,673,822.32

## GRAND TOTAL

Two million, six hundred seventy three thousand,  
eight hundred twenty two dollars and thirty two cents DOLLARS

*THK*

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."**

**\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**





## AUGUSTA REGIONAL TRANSPORTATION STUDY

## GEORGIA FY 2021-2024 TRANSPORTATION IMPROVEMENT PROGRAM

<b>PROJECT NAME:</b> CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY		<b>MTP Ref:</b> Tier 0					
<b>PROJECT DESCRIPTION:</b> This project proposes to improve pedestrian and vehicular mobility and to reduce congestion at the intersection of Wheeler Rd with Robert C. Daniel Jr. Pkwy by constructing a 230 foot right turn lane, extending an existing left turn lane 50 feet along Robert C. Daniel Jr. Pkwy northbound. In addition, the existing left turn lane on Marks Church Rd northbound will be extended 300 feet.		<b>Estimated Cost:</b> \$1,880,000.00					
		<b>P.I. #:</b> 0012866	<b>COUNTY:</b> RICHMOND				
<b>Length (miles):</b> 0.40	<b>DOT District#:</b> 02	<b>Congressional Dist. #:</b> 012					
<b>Primary Work Type:</b> Intersection Improvement							
<b>COMMENTS/REMARKS:</b> Reconstruction/Rehabilitation 6/04/2020 Amendment – 2021 ROW Federal \$79,200; State \$19,800. Administrative Modification 9/30/2021- of \$81,000.00. 3/16/2022- Administrative Modification to add FY2023 Construction phase for \$527,376.08 (local match). 1/19/2023 – Administrative Modification to increase ROW funds from \$99,000 to \$180,000 and to increase CST funds from \$924,732.69 to \$1,700,000. 2/8/2023 – Administrative Modification to remove local ROW funding for FY 2022.							
Phase Status & Funding Information		Status	FISCAL YEAR	TOTAL PHASE COST	BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE		
					FEDERAL	STATE	LOCAL/PRIVATE
ROW	Z230		2022	\$180,000.00	\$144,000.00	\$0.00	\$36,000.00
CST	Z230		2023	\$1,700,000.00	\$1,360,000.0	\$0.00	\$340,000.00
				<b>\$1,880,000.00</b>	<b>\$1,504,000.00</b>	<b>\$0.00</b>	<b>\$376,000.00</b>
<b>PROJECT LOCATION</b>							

### Project Cost Estimate

Processed on: 3/17/2023 11:55:27 AM

<b>Concept Name:</b>	0012866	<b>Cost Estimate Name:</b>	0012866-DE
<b>Concept Description:</b>	CR 601/Wheeler Road @ CR 124/CR 2157/Robert C E	<b>Adhoc Pricing Total:</b>	\$0.00
<b>Spec Year:</b>	21	<b>Typical Section Total:</b>	\$0.00
<b>Item History:</b>	BHP-ALL	<b>Estimate Total:</b>	\$872,630.10
<b>Cost Estimate Phase:</b>	2-DE		

### ITEMS FOR CONCEPT NAME 0012866

#### 0100 - Roadway

Line Number	Item	Quantity	Units	Price	Description	Amount
0005	150-1000	1	LS	50,000.00	TRAFFIC CONTROL - - 0012866	\$50,000.00
0285	156-0100	1	LS	7,550.00	GPS DATA COLLECTION AND SUBMITTAL - 0012866	\$7,550.00
0275	207-0203	50	CY	65.99	FOUND BKFILL MATL, TP II	\$3,299.52
0060	210-0100	1	LS	175,000.00	GRADING COMPLETE - - 0012866	\$175,000.00
0320	310-5060	630	SY	23.06	GR AGGR BASE CRS, 6 INCH, INCL MATL	\$14,525.75
0280	318-3000	25	TN	35.75	AGGR SURF CRS	\$893.71
0100	441-0104	100	SY	65.44	CONC SIDEWALK, 4 IN	\$6,544.06
0315	441-0108	115	SY	79.65	CONC SIDEWALK, 8 IN	\$9,159.83
0110	441-0740	90	SY	58.05	CONCRETE MEDIAN, 4 IN	\$5,224.54
0325	441-0748	270	SY	71.22	CONCRETE MEDIAN, 6 IN	\$19,228.12
0115	441-6012	180	LF	28.65	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$5,157.00
0120	441-6222	280	LF	31.93	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	\$8,940.35
0125	441-6740	1820	LF	24.73	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	\$45,009.87
0130	446-1100	640	LF	7.44	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	\$4,759.88
0140	500-9999	35	CY	379.52	CLASS B CONC, BASE OR PVMT WIDENING	\$13,283.30
0290	634-1200	4	EA	179.46	RIGHT OF WAY MARKERS	\$717.84

0100 - Roadway

Line Number	Item	Quantity	Units	Price	Description	Amount
0065	999-5200	40	SF	54.19	DETECTABLE WARNING SURFACE	\$2,167.70
0100 Total						\$371,461.47

0110 - Pavement

Line Number	Item	Quantity	Units	Price	Description	Amount
0070	402-1812	30	TN	246.68	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$7,400.44
0075	402-3121	104	TN	149.71	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$15,569.96
0080	402-3190	70	TN	177.54	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$12,428.02
0085	402-4510	963	TN	105.56	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	\$101,651.63
0090	413-0750	1200	GL	2.59	TACK COAT	\$3,108.78
0095	432-0206	10700	SY	3.87	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	\$41,409.00
0110 Total						\$181,567.83

0200 - Drainage

Line Number	Item	Quantity	Units	Price	Description	Amount
0215	550-5150	178	LF	62.35	STORM DRAIN PIPE, 15 IN, CLASS III	\$11,098.30
0220	550-5180	335	LF	71.28	STORM DRAIN PIPE, 18 IN, CLASS III	\$23,878.80
0300	600-0001	5	CY	354.35	FLOWABLE FILL	\$1,771.75
0295	611-3311	5	EA	2,430.00	RECONSTR MISC ROADWAY STRUCTURES	\$12,150.00
0225	668-1100	5	EA	2,550.00	CATCH BASIN, GP 1	\$12,750.00
0230	668-2100	4	EA	2,750.00	DROP INLET, GP 1	\$11,000.00
0235	668-4300	3	EA	3,669.56	STORM SEWER MANHOLE, TP 1	\$11,008.69
0200 Total						\$83,657.54

0300 - Temporary Erosion Control

Line Number	Item	Quantity	Units	Price	Description	Amount
0010	163-0232	0.10	AC	257.42	TEMPORARY GRASSING	\$25.74
0015	163-0240	1	TN	255.22	MULCH	\$255.22
0020	163-0301	1	EA	2,331.58	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	\$2,331.58
0030	163-0550	14	EA	347.62	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$4,866.65
0035	165-0010	92	LF	1.51	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$139.17
0040	165-0101	1	EA	629.69	MAINTENANCE OF CONSTRUCTION EXIT	\$629.69
0045	165-0105	14	EA	93.17	MAINTENANCE OF INLET SEDIMENT TRAP	\$1,304.31
0050	165-0310	1	EA	710.00	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	\$710.00
0055	171-0010	320	LF	3.56	TEMPORARY SILT FENCE, TYPE A	\$1,139.76
0300 Total						\$11,402.12

0400 - Permanent Erosion Control

Line Number	Item	Quantity	Units	Price	Description	Amount
0250	700-7000	0.15	TN	318.59	AGRICULTURAL LIME	\$47.79
0255	700-8000	0.05	TN	883.31	FERTILIZER MIXED GRADE	\$44.17
0260	700-8100	10	LB	4.63	FERTILIZER NITROGEN CONTENT	\$46.33
0265	700-9300	140	SY	8.83	SOD	\$1,236.05
0400 Total						\$1,374.34

0600 - Signing

Line Number	Item	Quantity	Units	Price	Description	Amount
0145	636-1033	170	SF	19.52	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$3,319.10
0155	636-1036	121	SF	25.84	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$3,126.81
0150	636-1041	73.50	SF	23.25	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$1,708.88
0160	636-2070	374	LF	9.52	GALV STEEL POSTS, TP 7	\$3,560.48
0310	639-2002	100	LF	9.02	STEEL WIRE STRAND CABLE, 3/8 IN	\$902.11

0600 - Signing

Line Number	Item	Quantity	Units	Price	Description	Amount
0305	639-5000	2	EA	12,155.51	PRESTRESSED CONC STRAIN POLE, TP - - 0012866	\$24,311.02
0600 Total						\$36,928.40

0610 - Pavement Marking

Line Number	Item	Quantity	Units	Price	Description	Amount
0165	653-0120	18	EA	99.30	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	\$1,787.41
0170	653-0210	5	EA	158.96	THERMOPLASTIC PVMT MARKING, WORD, TP 1	\$794.81
0175	653-1501	3200	LF	0.78	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$2,501.60
0180	653-1502	2100	LF	0.84	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$1,761.48
0185	653-1704	190	LF	7.96	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	\$1,513.30
0190	653-1804	3950	LF	4.45	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	\$17,588.32
0195	653-3501	1200	GLF	0.59	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$706.10
0200	653-6004	566	SY	4.79	THERMOPLASTIC TRAF STRIPING, WHITE	\$2,709.31
0205	653-6006	60	SY	5.53	THERMOPLASTIC TRAF STRIPING, YELLOW	\$331.80
0210	654-1003	112	EA	5.16	RAISED PVMT MARKERS TP 3	\$577.80
0610 Total						\$30,271.93

0700 - Signals

Line Number	Item	Quantity	Units	Price	Description	Amount
0345	636-1041	73.50	SF	24.89	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$1,829.39
0245	639-3004	4	EA	9,482.29	STEEL STRAIN POLE, TP IV - 0012866	\$37,929.17
0240	647-1000	1	LS	65,000.00	TRAFFIC SIGNAL INSTALLATION NO - - 1	\$65,000.00
0330	647-2170	1	EA	1,286.77	PULL BOX, PB-7	\$1,286.77
0340	682-6233	360	LF	11.47	CONDUIT, NONMETL, TP 3, 2 IN	\$4,129.88
0335	682-9950	180	LF	18.58	DIRECTIONAL BORE - - 0012866	\$3,343.55
0025	687-1000	1	LS	8,800.00	TRAFFIC SIGNAL TIMING - - 0012866	\$8,800.00
0700 Total						\$122,318.76

0901 - Wall 1

Line Number	Item	Quantity	Units	Price	Description	Amount
0105	441-0204	14	SY	80.37	PLAIN CONC DITCH PAVING, 4 IN	\$1,125.25
0135	500-3107	60	CY	445.56	CLASS A CONCRETE, RETAINING WALL	\$26,733.60
0270	515-2020	179	LF	32.34	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	\$5,788.86
0901 Total						\$33,647.71



3/17/2023

ADHOC PRICING FOR CONCEPT NAME 0012866

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3/17/2023

TYPICAL SECTIONS FOR CONCEPT NAME 0012866

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**TOTALS FOR CONCEPT NAME 0012866**

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ITEMS COST:	\$872,630.10
TYPICAL SECTION:	\$0.00
AD-HOC PRICING:	\$0.00
ESTIMATED COST:	\$872,630.10
CONTINGENCY PERCENT:	
ENGINEERING AND INSPECTION:	
ESTIMATED COST WITH CONTINGNECY AND E&I:	

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# Preconstruction Status Report

Item 36.

**PI NUMBER:** 0012866 **CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY**  
**COUNTY:** Richmond **SPONSOR:** Richmond County **MEASURE:** E  
**LENGTH(MI):** 0.57 **MPO:** Augusta TMA **DESIGN FIRM:** Hussey Gay Bell & Deyoung, Inc.  
**PROJ NO:** **TIP#:**  
**PROJ MGR:** Childs Jr, Frank **MODEL YR:** **PRIORITY CD:**  
**AOHD INITIALS:** CLB **TYPE WORK:** Intersection Improvement **DOT DIST:** 2  
**CONCEPT:** INTERSECT IMP **CONG. DIST:** 012  
**OFFICE:** Program Delivery **PROG TYPE:** Reconstruction/Rehabilitation **COMPLETE STREETS:**  
**CONSULTANT:** Local Design, Reimbursed by GDOT funds

**BASELINE LET DT:** 3/16/23  
**SCHED LET DT:** 1/22/24  
**LIGHTING TYP:** None  
**ENV DOC TYPE:** NEPA  
**ENV CONSULTANT:** Hussey Gay Bell & Deyoung, Inc.

**MGMT LET DT:** 6/16/23  
**MGMT ROW DT:** 9/15/21  
**WHO LETS?:** Local Let  
**LET WITH:** 0

**PRINT DATE:** 10/05/23  
**PAGE:** 1

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
11/21/17	8/27/20	Concept Development Summary	11/21/17	8/27/20	11/21/17	8/27/20	100
12/1/17	2/14/19	Database Summary	12/1/17	2/14/19	12/1/17	2/14/19	100
1/22/18	8/27/20	Environmental Resource Identification Summary	1/22/18	8/27/20	1/22/18	8/27/20	100
6/8/18	8/3/21	Environmental Activity Summary (11412 through 18100)	6/8/18	8/3/21	6/8/18	8/3/21	100
10/25/18	10/25/18	PM Submit Concept Report	10/25/18	10/25/18	10/25/18	10/25/18	100
10/30/18	10/30/18	Public Information Open House Held	10/30/18	10/30/18	10/30/18	10/30/18	100
6/25/19	6/25/19	Management Concept Approval Complete	6/25/19	6/25/19	6/25/19	6/25/19	100
5/18/20	1/11/21	Preliminary Roadway Plans (consultant design)	5/18/20	1/11/21	5/18/20	1/11/21	100
2/11/21	2/11/21	PFPR Inspection	2/11/21	2/11/21	2/11/21	2/11/21	100
4/1/21	4/21/21	ROW Plans Preparation	4/1/21	4/21/21	4/1/21	4/21/21	100
4/30/21	9/13/21	ROW Plans Final Approval	4/30/21	9/13/21	4/30/21	9/13/21	100
5/21/21	8/4/21	L & D Approval	5/21/21	8/4/21	5/21/21	8/4/21	100
8/3/21	2/3/22	Final Construction Plans	8/3/21	2/3/22	8/3/21	2/3/22	100
11/3/21	12/19/22	ROW Acquisition Summary	11/3/21	4/25/23	11/3/21	4/25/23	100
11/3/21	11/3/21	ROW Authorization	11/3/21	11/3/21	11/3/21	11/3/21	100
3/22/22	3/22/22	FFPR Inspection	3/22/22	3/22/22	3/22/22	3/22/22	100
1/5/23	1/5/23	Submit Final Plans	4/27/23	4/27/23	4/27/23	4/27/23	100

**Bridge :** DDF 2/21/22 HGB&D - WALLS  
**Construction :** DBE GOAL APPROVED 3/1/23 - 8%  
**Design :** August/Richmond John Ussery 706-821-1850|Ussery@augustaga.gov HusseyGayBell Clint Parker  
770-476-7782 - cparker@husseygaybell.com  
**EIS :** HGBD FF |On Sched MGMT Let 16June23| Certified 31Mar23 | PCE reeval apvd 31Mar23 | PCE apvd 3Aug21 | Suttles/Eden 31Mar23  
**Engr Services :** KYP Cost estimate update: CST/ROW received 8/8/19; submitted for approval 8/15/19. CST received 1/6/21; submitted for approval 1/14/21. ROW for auth. rcvd & submitted for approval 9/17/21. CST rcvd 2/21/22; sub for apvl 3/3/22.  
WDT: 12JAN2021 received PFPR request. DHW: 16FEB2021 Sent out PFPR Report. DHW: 05MAR2021 Accepted PFPR Responses. WDT: 09FEB2022 rec'd FFPR request. TRT: 24MAR2022 Sent out FFPR Report. TRT: 28APR2022 Accepted FFPR Responses. WDT: 14FEB2023 rec'd CFFPR plans.  
**LGPA :** PFA SGN AUGUSTA-RICHMOND DO DESIGN, ROW & UTIL 9-28-16.  
**Office Heads :** 2/13/17: LLAF expected after County hires consultant. PCRf will be submitted to add ROW phase 3/28/19.  
**Planning :** Design Traffic completed for (2022/2042) & (2024/2044) on 11/02/18  
**Prog. Develop :** RW & CST AUGUSTA TIP ADMIN MOD 1-19-2023|PE AUGUSTA TIP AMENDMENT 6-6-2019  
**Programming :** ADDED BY AUGUSTA MPO|#1 9-2017|#2 5-2018|#3 12-2019|#4 6-2020  
**ROW :** ASU:Concur 3/21/23 LET FJW 2-10-22;12 Mos FJW 5-4-20;ROW PH to be added per PM sam  
5/23/19|Requested detailed cost estimate from locals 6/2021 trr; ROW agreement executed by GDOT 1/31/2022 trr;Locals behind on ROW acquisition;11/2022 the county decided to continue ROW acquisition on project.  
**STIP :** Intersection safety improvements - Intersection capacity & operational improvements for enhanced mobility  
**Utility :** UTL Certified 3.28.23 FB|TLP-BL off & UC on Sched-Local Utility Coord-LET June 2023-CST funds will move to 0012868 as per Locals 09/26/23;Open bids 16Aug2023 08/24/23;Cert req sent to SUO 03/28/23;Need Local Cert Pkg by 31Mar2023 12/20/22;ARC advised project will remain active to LET 11/8/22;Proj to be cancelled by ARC-Funds to be placed on 0012868 10/03/22;Let MGMNT fm 16Sept22 to 15Mar23 03/10/22;2nd Subs sent to Utils 09/13/21

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2015	2015			\$225,000.00	Z230S	AUTHORIZED	6/29/15
PE	2020	2020			\$419,581.00	Z230S	AUTHORIZED	6/29/15
ROW	2022	2022			\$81,000.00	LOC	AUTHORIZED	11/3/21
ROW	2022	2022			\$99,000.00	Z230	AUTHORIZED	11/3/21
CST	2023	2023			\$872,630.10	Y230	AUTHORIZED	5/16/23

COST EST AMTS				STIP AMOUNTS		
PE	\$644,581.00	6/6/19		Activity	Cost	Fund
ROW	\$180,000.00	9/17/21		PE	\$644,581.00	Z230S
CST	\$872,630.10	3/3/22		ROW	\$81,000.00	LOC
				ROW	\$99,000.00	Z230
				CST	\$1,700,000.00	Y230

## Project Manager

Local Let  
August-Richmond Co.| John Ussery 706-821-1850|Ussery@augustaga.gov|  
1. Scope: Intersection Improvement  
2. On schedule June 23 Let  
\*ROW certified 4-25-23  
\*ENV certified 3-31-23  
\*UTL certified 3-28-23  
\*ADA Ltr to OES 3-29-23  
\*QA Ltr to OES 3-29-23  
\*NTP to Advtz to Locals 5-19-23  
\*LOC Advtz to bid 7-6-23  
\*Bid Tabs rcvd 10-3-23-under review  
\*Addl CST funds ndd will be provided by from local funding proj will proceed to CST with low bidder ER Snell-TBrown 10-3-23  
4. Budget: Good Charging to: 0013466  
Per Augusta,  
10/3/23 FC

**Pre Parcel CT** 1 **Total Parcel in ROW System:** 3 **Cond Field:** 0 **Acquired by:** LOC **DEEDS CT:**  
**Under Review** 0 **Options Pending:** 0 **Relocations:** 0 **Acquisition MGR:** Oliver, Winifred Yvette (LOC)  
**Released** 3 **Condemnations – Pend:** 0 **Acquired:** 3 **ROW Cert Date:** 4/25/2023

## EXHIBIT E

NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of this contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## EXHIBIT F

## CERTIFICATION OF SPONSOR

## DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the \_\_\_\_\_ subcontracting \_\_\_\_\_ agreement \_\_\_\_\_ with \_\_\_\_\_ certifies to the SPONSOR 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 the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT G

## FEDERAL AID IDENTIFICATION WORKSHEET

Subrecipient's name (must match registered name in DUNS)	Augusta-Richmond County Government
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	ZH93N1J4TBE8
Federal Award Identification Number (FAIN)	693JJ22330000Y230GA0012866
Federal award date (see § 200.39 Federal Award Date)	5/16/2023
Amount of Federal Funds Obligated by this action	\$698,104.08
Total Amount of Federal Funds Obligated to the subrecipient	\$1,357,768.88
Total Amount of the Federal Award	\$1,357,768.88
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY, CST
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Frank Childs Jr, fchilds@dot.ga.gov
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

## EXHIBIT H

### SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.



APPENDICES

Appendix A	City of Augusta Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate

## APPENDIX A

City of Augusta  
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
 AND  
 OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous,

including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Instructions for Appendix A Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B  
CERTIFICATION OF  
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

---

Date

---

Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPENDIX C  
 CERTIFICATION OF  
 THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Commissioner



## APPENDIX D

## CERTIFICATION OF CITY OF AUGUSTA

## STATE OF GEORGIA

I hereby certify that I am the Mayor of the City of August in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY OF AUGUSTA

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX E



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>P.I.# and Project Description:</b>	PI 0012866 - CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA
<b>Sponsor's Name:</b>	Augusta-Richmond County Government
<b>Sponsor's Address:</b>	452 Walker Street, Suite 110 Augusta GA 30901

## SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity 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). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46923

Federal Work Authorization User Identification Number  
Authorization (EEV/E-Verify Company Identification Number)

Date of

Augusta-Richmond County Government

Name of Sponsor

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

[NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

APPENDIX F  
INSURANCE CERTIFICATE

Incorporated by reference.

# Georgia Department of Transportation Project Financial Report (PFR)

Item 36.

Processed Date: Jan-02-2024 12:46:50 PM

**Project:** 0012866

<b>Description:</b>	CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY
<b>Project Manager Name:</b>	Childs Jr, Frank
<b>Office:</b>	Program Delivery
<b>Counties:</b>	Richmond
<b>Congressional Districts:</b>	012

## Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
CST	\$1,000,000.01	\$924,732.69	(\$75,267.32)	-7.53%	Feb-03-2016	Mar-03-2022
ROW	\$0.01	\$180,000.00	\$179,999.99	1799999900.00%	Feb-03-2016	Sep-17-2021
<b>TOTALS:</b>	<b>\$1,000,000.02</b>	<b>\$1,104,732.69</b>	<b>\$104,732.67</b>	<b>10.47%</b>		

## Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	Y230	AUTHORIZED	(\$698,104.08)	\$0.00	\$0.00	(\$174,526.02)	(\$872,630.10)
		<b>CST Subtotal:</b>	<b>(\$698,104.08)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$174,526.02)</b>	<b>(\$872,630.10)</b>
PE	M23E	AUTHORIZED	(\$228,030.26)	\$0.00	(\$57,007.57)	\$0.00	(\$285,037.83)
	Z230	AUTHORIZED	(\$287,634.54)	\$0.00	(\$71,908.63)	\$0.00	(\$359,543.17)
		<b>PE Subtotal:</b>	<b>(\$515,664.80)</b>	<b>\$0.00</b>	<b>(\$128,916.20)</b>	<b>\$0.00</b>	<b>(\$644,581.00)</b>
ROW	LOC	AUTHORIZED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Z23E	AUTHORIZED	(\$144,000.00)	\$0.00	\$0.00	(\$36,000.00)	(\$180,000.00)
		<b>ROW Subtotal:</b>	<b>(\$144,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$36,000.00)</b>	<b>(\$180,000.00)</b>
		<b>TOTALS:</b>	<b>(\$1,357,768.88)</b>	<b>\$0.00</b>	<b>(\$128,916.20)</b>	<b>(\$210,526.02)</b>	<b>(\$1,697,211.10)</b>

## Project Accounting

Page 1 of 2

The information contained in this File/Report is the property of GDOT and may not be released to any other party without the written consent of the Data Custodian. Please dispose of this information by shredding or other confidential method. \*Please contact the Office of Financial Management for incorrect data. \*\*Non-capital contracts and contracts funded using Overhead Funds are allotted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

**Georgia Department of Transportation  
Project Financial Report (PFR)**

Item 36.

Processed Date: Jan-02-2024 12:46:50 PM

	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
CST	\$0.00	\$698,104.08	\$0.00	\$0.00	\$698,104.08	\$0.00	\$0.00	\$0.00	\$0.00
PE	\$0.00	\$644,581.00	\$0.00	\$644,581.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ROW	\$0.00	\$144,000.00	\$144,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTALS:</b>	<b>\$0.00</b>	<b>\$1,486,685.08</b>	<b>\$144,000.00</b>	<b>\$644,581.00</b>	<b>\$698,104.08</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Project Accounting Summary**

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
CST	\$698,104.08	\$0.00	\$0.00	\$698,104.08	0.00%	Jul-01-2022
PE	\$644,581.00	\$0.00	\$644,581.00	\$0.00	100.00%	Mar-03-2023
ROW	\$144,000.00	\$144,000.00	\$0.00	\$0.00	0.00%	Jun-06-2023
<b>TOTALS:</b>	<b>\$1,486,685.08</b>	<b>\$144,000.00</b>	<b>\$644,581.00</b>	<b>\$698,104.08</b>	<b>43.36%</b>	

# Preconstruction Status Report

Item 36.

**PI NUMBER:** 0012866 **CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY**  
**COUNTY:** Richmond **SPONSOR:** Richmond County **MEASURE:** E  
**LENGTH(MI):** 0.57 **MPO:** Augusta TMA **DESIGN FIRM:** Hussey Gay Bell & Deyoung, Inc.  
**PROJ NO:** **TIP#:**  
**PROJ MGR:** Childs Jr, Frank **MODEL YR:** **PRIORITY CD:**  
**AOHD INITIALS:** CLB **TYPE WORK:** Intersection Improvement **DOT DIST:** 2  
**CONCEPT:** INTERSECT IMP **CONG. DIST:** 012  
**OFFICE:** Program Delivery **PROG TYPE:** Reconstruction/Rehabilitation  
**CONSULTANT:** Local Design, Reimbursed by GDOT funds

**BASELINE LET DT:** 3/16/23  
**SCHED LET DT:** 8/16/23  
**LIGHTING TYP:** None  
**ENV DOC TYPE:** NEPA  
**ENV CONSULTANT:** Hussey Gay Bell & Deyoung, Inc.

**MGMT LET DT:** 6/16/23  
**MGMT ROW DT:** 9/15/21  
**WHO LETS?:** Local Let  
**LET WITH:** 0

**PRINT DATE:** 01/02/24  
**PAGE:** 1

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
11/21/17	8/27/20	Concept Development Summary	11/21/17	8/27/20	11/21/17	8/27/20	100
12/1/17	2/14/19	Database Summary	12/1/17	2/14/19	12/1/17	2/14/19	100
1/22/18	8/27/20	Environmental Resource Identification Summary	1/22/18	8/27/20	1/22/18	8/27/20	100
6/8/18	8/3/21	Environmental Activity Summary (11412 through 18100)	6/8/18	8/3/21	6/8/18	8/3/21	100
10/25/18	10/25/18	PM Submit Concept Report	10/25/18	10/25/18	10/25/18	10/25/18	100
10/30/18	10/30/18	Public Information Open House Held	10/30/18	10/30/18	10/30/18	10/30/18	100
6/25/19	6/25/19	Management Concept Approval Complete	6/25/19	6/25/19	6/25/19	6/25/19	100
5/18/20	1/11/21	Preliminary Roadway Plans (consultant design)	5/18/20	1/11/21	5/18/20	1/11/21	100
2/11/21	2/11/21	PFPR Inspection	2/11/21	2/11/21	2/11/21	2/11/21	100
4/1/21	4/21/21	ROW Plans Preparation	4/1/21	4/21/21	4/1/21	4/21/21	100
4/30/21	9/13/21	ROW Plans Final Approval	4/30/21	9/13/21	4/30/21	9/13/21	100
5/21/21	8/4/21	L & D Approval	5/21/21	8/4/21	5/21/21	8/4/21	100
8/3/21	2/3/22	Final Construction Plans	8/3/21	2/3/22	8/3/21	2/3/22	100
11/3/21	12/19/22	ROW Acquisition Summary	11/3/21	4/25/23	11/3/21	4/25/23	100
11/3/21	11/3/21	ROW Authorization	11/3/21	11/3/21	11/3/21	11/3/21	100
3/22/22	3/22/22	FFPR Inspection	3/22/22	3/22/22	3/22/22	3/22/22	100
1/5/23	1/5/23	Submit Final Plans	4/27/23	4/27/23	4/27/23	4/27/23	100

**Bridge :** DDF 2/21/22 HGB&D - WALLS  
**Construction :** DBE GOAL APPROVED 3/1/23 - 8%  
**Design :** August/Richmond John Ussery 706-821-1850|Ussery@augustaga.gov HusseyGayBell Clint Parker  
770-476-7782 - cparker@husseygaybell.com  
**EIS :** HGBD FF |On Sched MGMT Let 16June23| Certified 31Mar23 | PCE reeval apvd 31Mar23 | PCE apvd 3Aug21 | Suttles/Eden 31Mar23  
**Engr Services :** KYP Cost estimate update: CST/ROW received 8/8/19; submitted for approval 8/15/19. CST received 1/6/21; submitted for approval 1/14/21. ROW for auth. rcvd & submitted for approval 9/17/21. CST rcvd 2/21/22; sub for apvl 3/3/22.  
WDT: 12JAN2021 received PFPR request. DHW: 16FEB2021 Sent out PFPR Report. DHW: 05MAR2021 Accepted PFPR Responses. WDT: 09FEB2022 rec'd FFPR request. TRT: 24MAR2022 Sent out FFPR Report. TRT: 28APR2022 Accepted FFPR Responses. WDT: 14FEB2023 rec'd CFFPR plans.  
**LGPA :** PFA SGN AUGUSTA-RICHMOND DO DESIGN, ROW & UTIL 9-28-16.  
**Office Heads :** 2/13/17: LLAF expected after County hires consultant. PCRF will be submitted to add ROW phase 3/28/19.  
**Planning :** Design Traffic completed for (2022/2042) & (2024/2044) on 11/02/18  
**Prog. Develop :** RW & CST AUGUSTA TIP ADMIN MOD 1-19-2023|PE AUGUSTA TIP AMENDMENT 6-6-2019  
**Programming :** ADDED BY AUGUSTA MPO|#1 9-2017|#2 5-2018|#3 12-2019|#4 6-2020  
**ROW :** ASU:Concur 3/21/23 LET FJW 2-10-22;12 Mos FJW 5-4-20;ROW PH to be added per PM sam  
5/23/19|Requested detailed cost estimate from locals 6/2021 trr; ROW agreement executed by GDOT 1/31/2022 trr;Locals behind on ROW acquisition;11/2022 the county decided to continue ROW acquisition on project.  
**STIP :** Intersection safety improvements - Intersection capacity & operational improvements for enhanced mobility  
**Utility :** UTL Certified 3.28.23 FB|TLP-BL off & UC on Sched-Local Utility Coord-LET June 2023-CST funds will move to 0012868 as per Locals 09/26/23;Open bids 16Aug2023 08/24/23;Cert req sent to SUO 03/28/23;Need Local Cert Pkg by 31Mar2023 12/20/22;ARC advised project will remain active to LET 11/8/22;Proj to be cancelled by ARC-Funds to be placed on 0012868 10/03/22;Let MGMNT fm 16Sept22 to 15Mar23 03/10/22;2nd Subs sent to Utils 09/13/21

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2015	2015			\$225,000.00	Z230S	AUTHORIZED	6/29/15
PE	2020	2020			\$419,581.00	Z230S	AUTHORIZED	6/29/15
ROW	2022	2022			\$81,000.00	LOC	AUTHORIZED	11/3/21
ROW	2022	2022			\$99,000.00	Z230	AUTHORIZED	11/3/21
CST	2023	2023			\$872,630.10	Y230	AUTHORIZED	5/16/23

COST EST AMTS				STIP AMOUNTS		
PE	\$644,581.00	6/6/19		Activity	Cost	Fund
ROW	\$180,000.00	9/17/21		PE	\$644,581.00	Z230S
CST	\$872,630.10	3/3/22		ROW	\$81,000.00	LOC
				ROW	\$99,000.00	Z230
				CST	\$1,700,000.00	Y230

## Project Manager

Local Let  
August-Richmond Co.| John Ussery 706-821-1850|Ussery@augustaga.gov|

- Scope: Intersection Improvement
- On schedule June 23 Let  
\*ROW certified 4-25-23  
\*ENV certified 3-31-23  
\*UTL certified 3-28-23  
\*ADA Ltr to OES 3-29-23  
\*QA Ltr to OES 3-29-23  
\*NTP to Advtz to Locals 5-19-23  
\*LOC Advtz to bid 7-6-23  
\*Bid Tabs rcvd 10-3-23|D2 CST concur 10-17-23|Bid Eval to OFM 10-18-23  
\*Low Bid \$2,673,822.32  
\*Request 1625 CST Auth \$1,801,192.22 10-23-23

4. Budget: Good Charging to: 0013466  
Per Augusta,

10/23/23 FC

**Pre Parcel CT** 1 **Total Parcel in ROW System:** 3 **Cond Field:** 0 **Acquired by:** LOC **DEEDS CT:**  
**Under Review** 0 **Options Pending:** 0 **Relocations:** 0 **Acquisition MGR:** Oliver, Winifred Yvette (LOC)  
**Released** 3 **Condemnations – Pend:** 0 **Acquired:** 3 **ROW Cert Date:** 4/25/2023

520



### Committee Meeting

Meeting Date: January 30, 2024

James Brown Blvd. (Twiggs St. to Laney Walker Blvd.) PHIII Improvements

Construction Agreement

GDOT PI # 0013707

File Reference: 23 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI #0013707). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering.
<b>Background:</b>	The Project is phase 3 of James Brown Blvd. Streetscaping improvements Project. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHAW federal funds as cost sharing project. The purpose of Phase III is to repair delinquent sidewalk and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard corridor. Project is ready for construction and in letting now.
<b>Analysis:</b>	Project being let by Augusta and received bids are under review by GDOT, GDOT will release Construction NTP soon after execution of subject Construction agreement (Agreement). Execution of the Agreement is time sensitive to avoid construction schedule drift causing redoing letting that may result in cost escalation that Augusta will be responsible to pay. The Agreement allows GDOT federal funding assistance to complete subject improvements.
<b>Financial Impact:</b>	Upon execution of Construction Agreement, Federal funds in amount of \$339,648.00 (with possible increase to \$970,652) will become available for the project improvements.
<b>Alternatives:</b>	Do not approve and abandon the project.

**Recommendation:** Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI #0013707). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). Requested by Engineering

**Funds are available in the following accounts:** N/A

**REVIEWED AND APPROVED BY:** HM/SR





**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

Item 37.

January 3, 2024

Mayor Garnett Johnson  
City of Augusta  
535 Telfair Street, Suite 200  
Augusta, GA 30901

ATTN: June Hamal, Project Manager

Subject: **Construction Agreement for Execution**  
P.I. 0013707, Richmond County  
James Brown Blvd from Twiggs St to Laney Walker Blvd – PH III

Dear Mayor Johnson,

The Department accepts the recommendation from the City of Augusta to award Reeves Construction Company the contract for construction services concerning the above referenced project. In addition, the Department is requesting that the City of Augusta submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00 (*Number is based on estimated CST time; \$10,000 per 12 months of CST*). **Please send payment in the amount of \$10,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:**

**For payments made by check:**  
**Georgia Department of Transportation**  
**P.O. Box 932764**  
**Atlanta, GA 31193-2764**

**For payments made by ACH:**  
**Bank Routing (ABA) # 121000248**  
**Account # 29794840000000007**

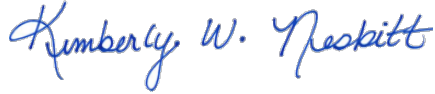
Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue the City of Augusta a Notice to Proceed to Construction.

PI 0013707 City of Augusta  
Construction Agreement for Execution  
January 3, 2024

Item 37.

Should you have any questions or concerns, please contact the Department's Project Manager, Travis McDonald, at 404-631-1650.

Sincerely,



Kimberly W. Nesbitt  
State Program Delivery Administrator

*C.L.B. MRT*  
KWN:CLB:MRT:TSM  
Attachments

Cc: General Accounting, [ARBillings@dot.ga.gov](mailto:ARBillings@dot.ga.gov)  
Albert Shelby, Director of Program Delivery  
Corbett Reynolds, District 2 Engineer  
Caleb Lord, District # Construction Manager

CONSTRUCTION AGREEMENT  
Between  
GEORGIA DEPARTMENT OF TRANSPORTATION  
and  
CITY OF AUGUSTA

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction Cluster  
☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this \_\_\_\_\_ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and City of Augusta, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project P.I. 0012868, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

## ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be to replace existing sidewalks on the east side of James Brown Boulevard (9<sup>th</sup> Street) in the city of Augusta, Georgia. The James Brown Boulevard project limits begin at Twiggs Street and end at Laney Walker Boulevard. Existing sidewalks on the east side of James Brown Boulevard are in poor condition and need to be replaced to meet Americans With Disabilities Act (ADA) requirements. In addition to the new sidewalk, pedestrian lighting will also be installed. All work is anticipated within the existing right-of-way with the possibility of some areas of temporary easement for construction. The project length is approximately 0.3 mile long.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit "A", WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 2 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration ("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

## ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price

negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

#### ARTICLE VI INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:  
1. It is understood that the SPONSOR (complete the applicable statement):

☒ shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:



or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

### ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

### ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 365 Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

### ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior

written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

#### ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR" ) Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is One million three hundred ninety-six thousand thirty-nine dollars and seventy cents. (\$1,396,039.70). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Three Hundred thirty nine thousand six hundred forty eight dollars and zero cents. (\$339,648.00), which is the total State/Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed Three Hundred thirty nine thousand six hundred forty eight dollars and zero cents. (\$339,648.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII  
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX  
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X  
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

#### ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

#### ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII  
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV  
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV  
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional

compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI  
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII  
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of Ten percent (10%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.



- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII  
MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.

- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.
- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation City of Augusta, Georgia

By: \_\_\_\_\_ (Seal)  
Commissioner

By: \_\_\_\_\_ (Seal)  
Mayor/Chairperson

Name: \_\_\_\_\_

Signed, sealed and delivered  
This \_\_\_\_\_,  
in the presence of:

Attest:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Notary Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This Agreement, approved by  
City of Augusta, the \_\_\_\_\_ (date)

Attest:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Federal Employer Identification  
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

## EXHIBIT A

## WORK PLAN

CITY OF AUGUSTA

P.I. No. 0013707

## GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The purpose of this project is to repair delinquent sidewalk and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard

FHWA-1273 – Revised October 23, 2023

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

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

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

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

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

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

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

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

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

#### **10. Assurances Required:**

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

a. The records kept by the contractor shall document the following:

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

## 2. Withholding (29 CFR 5.5)

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

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

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

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

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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



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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

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

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

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

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

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

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

\*\*\*\*\*

### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

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

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

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

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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

## EXHIBIT C

## WORK SCHEDULE

CITY OF AUGUSTA

P.I. No. 0013707

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	2-15-2024
Construction NTP	2-28-2024
Corrective List	9-15-2024
Final inspection	10-25-2024

EXHIBIT D

BUDGET ESTIMATE

CITY OF AUGUSTA

P.I. No. 0013707

## Interoffice Memo

**FILE:** P.I. 0013707, Richmond County  
James Brown Blvd FM Twiggs St. To Laney Walker Blvd- PH III

**DATE:** October 2, 2023



for

**FROM:** Kimberly W. Nesbitt, State Program Delivery Administrator

**TO:** Corbett Reynolds, District 2 Engineer  
Attn: Caleb Lord, District 2 Construction Engineer

**SUBJECT: Bid Results Concurrence Request**

This Office requests that the District 2 Construction Engineer provide our Office with final concurrence of the bid results received for the above-mentioned project. The City of Augusta has selected JHC Corporation as the lowest qualifying bidder. Please find attached all the supporting documentation required for their selection.

Should you have any questions, please contact the Project Manager, Travis McDonald, at 404-631-1650, of this Office.

KWN: CLB:MRT:TSM

Attachments



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

Item 37.

March 3, 2023

Garnett L. Johnson, Mayor  
City of Augusta  
535 Telfair Street,  
Suite 200,  
Augusta, GA 30901

Attn: Hameed Malik, Director of Engineering and Environmental Services Department

**Subject: Notice to Proceed to Advertise**

PI No. 0013707, Richmond County

James Brown Blvd FM Twiggs St. To Laney Walker Blvd- PH III

Dear Mayor Johnson,

This serves as your Notice to Proceed to advertise for bids on the above referenced project. As per state and federal law, you are reminded Richmond County must publish bid advertisements for a minimum of two consecutive weeks starting at least three weeks in advance of the bid opening. The advertisement shall be published in the local legal organ. Competitive bidding practices must be followed in the award of the contract.

When the sponsor is ready to recommend a Contractor for the project, the Sponsor shall notify the Department in writing in tabular form with a list of all bidders and the bid amount for each bidder. This form shall include all DBE Contractors with percentages for each bidder on the list. The Budget Estimate shall be included as submitted for the letting for the recommended Contractor. DBE Goals and forms must be included in the Bid Documents.

DBE Goal: 12%

The Sponsor shall ensure all contracts as well as any subcontracts for the construction of the project shall comply with the Federal and State legal requirements imposed on the Department and any amendments thereto. The Sponsor is required and does agree to abide by those provisions governing the Department's authority to contract, specifically, but not limited to, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the Department's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the Department's Standard Specifications and Special Provisions.

The Contract shall not be awarded until a Construction Agreement has been executed and a written Notice to Proceed to Construction is given by the Department.

Please contact the Project Manager, Travis McDonald at (404) 631-1650 should you have any questions or concerns.

Sincerely,

*Kimberly W. Nesbitt*  
Kimberly W. Nesbitt

State Program Delivery Administrator



Notice to Proceed to Advertise

P.I. 0013707, Richmond County

James Brown Blvd FM Twiggs St. To Laney Walker Blvd- PH III

March 3, 2023

Page 2 of 2

*C.L.B. MRT*  
KWN:CLB:MRT:TSM

cc: Corbett Reynolds, District 2 Engineer



PAGE 1 OF 2

**Attachment B****You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Augusta, Georgia Augusta Procurement Department

**ATTN: Procurement Director**

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: JHC CorporationStreet Address: 15 Fresh Bru DrCity, State, Zip Code: Newnan, GA 30263Phone: 770-487-3258 Fax: 770-487-4254 Email: Jim@jhccorporation.comDo You Have A Business License? Yes: X No:       Augusta, GA Business License # for your Company (Must Provide): N/AAnd/or Your State/Local Business License # for your Company (Must Provide): A-17774Utility Contractors License # (Must Provide if applicable): N/A **MUST BE LISTED ON FRONT OF ENVELOPE**General Contractor License # (Must Provide if applicable): GCCO001893Additional Specialty License # (Must Provide if applicable): N/A

**NOTE:** Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: Georgia, Newnan Coweta CountyAcknowledgement of Addenda: (#1) X; (#2) X; (#3)       ; (#4)       ; (#5)       ; (#6)       ; (#7)       ; (#8)       ;

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

**Statement of Non-Discrimination**

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

**Non-Collusion of Prime Proponent**

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**

Rev. 4/09/21

**Conflict of Interest**

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the 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(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

Date of Authorization

\*\* (E-Verify Number) 413897

6/2/2011

JHC Corporation

#23-173 Construction Services for James Brown Blvd - Phase III

Name of Contractor

Name of Project/Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on July, 18, 2023 in Newnan (City), GA (State).

Signature of Authorized Officer or Agent

James H. Cook, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18 DAY OF July, 2023

Notary Public

9/17/2026

My Commission Expires:

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document must be notarized.**

Bid Item #23-173 Construction Services for James Brown Blvd. - Phase III

Bid Due: Tuesday, July 11, 2023 @ 3:00 p.m.

Page 8 of 30



**You Must Complete and Return with Your Submittal. Document Must Be Notarized**

### **Systematic Alien Verification for Entitlements (SAVE) Program**

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

#### **#23-173 Construction Services for James Brown Blvd - Phase III**

*[ITB Project Number and Project Name]*

**James H. Cook, President**

*[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]*

**JHC Corporation**

*[Print/Type: Name of business, corporation, partnership, or other private entity]*

- 1.)   X   I am a citizen of the United States.
- OR
- 2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.
- OR
- 3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. \*

*In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.*

Signature of Applicant

**James H. Cook, President**

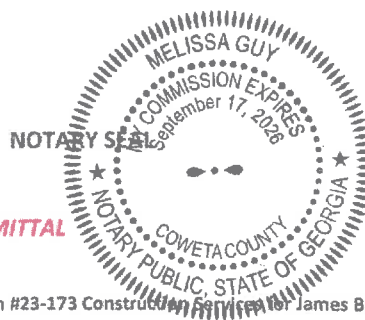
Printed Name

\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE   18   DAY OF   July  , 20   23  

*Melissa Guy*  
Notary Public

My Commission Expires:   9/17/2026  



**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**

REV. 2/17/2016

USA Georgia DRIVER'S LICENSE

DL NO. 049022579 DOB 03/23/1956  
CLASS EM EXP 03/23/2027

JAMES HULET  
COOK JR

9A TANGLEWOOD RD  
NEWNAM, GA 30263-4110

COMETS  
Restrictions A Exp NONE  
Iss 03/22/2019

Sex M Eyes HAZ  
Hgt 5'-11" Wgt 190 lb  
DD: 375603802740047641




Rev 07/01/2015 27 00020027 406401

[www.dhs.ga.gov](http://www.dhs.ga.gov)  
(878) 413-8488


MEDICAL INFORMATION:  
None

CLASS: EM-230,501 lbs, GCWR 6,300 lbs-Commercial vehicles including 2 or 3 wheeled motorcycles

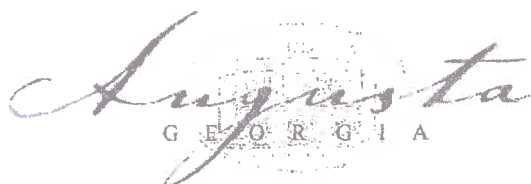
ENDORSEMENTS: None

RESTRICTIONS: A-None

03-23-2027







*Procurement Department*

*Mrs. Geri Sams, Director*

E-MAILED/MAILED

TO: All Vendors  
Tywana Scott, Quality Assurance Analyst  
Hameed Malik, Augusta Engineering and Environmental Services  
Department

FROM: Geri Sams   
Procurement Director

DATE: July 7, 2023

SUBJ: New Bid Opening Date

BID ITEM: Bid Item #23-173 Construction Services for James Brown Blvd.  
(Twiggs St. to Laney Walker-Blvd.) – Phase III for Augusta, GA –  
Augusta Engineering and Environmental Services Department

**NEW BID OPENING DATE: Tuesday, July 18, 2023 @ 3:00 p.m.**

### **ADDENDUM NO. 1**

This Addendum shall form a part of the referenced Bid Item #23-173 Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker-Blvd.) – Phase III and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.

The Bid Opening Date for Bid Item #23-173 Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker-Blvd.) – Phase III for Augusta, GA – Augusta Engineering and Environmental Services Department has been changed:

**From: Tuesday, July 11, 2023 @ 3:00 p.m.**

**To: Tuesday, July 18, 2023 @ 3:00 p.m.**

**Please acknowledge addendum in your submittal**  
**END OF ADDENDUM**

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augusta2a.gov](http://www.augusta2a.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your  
smartphone or camera equipped  
tablet to visit the Augusta, Georgia



*Procurement Department*

*Mrs. Geri Sams, Director*

**E-MAILED/MAILED**

**TO:** All Vendors  
Tywana Scott, Quality Assurance Analyst  
Hameed Malik, Augusta Engineering and Environmental Services  
Department

**FROM:** Geri Sams *G Sams*  
Procurement Director

**DATE:** July 10, 2023

**SUBJ:** Responses to Vendor's Questions

**BID ITEM:** Bid Item #23-173 Construction Services for James Brown Blvd.  
(Twiggs St. to Laney Walker-Blvd.) – Phase III for Augusta, GA –  
Augusta Engineering and Environmental Services Department

**BID OPENING DATE:** Tuesday, July 18, 2023 @ 3:00 p.m.

## **ADDENDUM NO. 2**

This Addendum shall form a part of the referenced Bid Item #23-173 Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker-Blvd.) – Phase III and any agreement entered into in connection therewith equally as if bound into the original document. Acknowledge receipt of all Addendums on Attachment "B" within the Specifications package.

### **Responses to Vendor's Question:**

1. Question: Is driveway removal paid as sidewalk removal?  
**Response: Assume, Driveway removal to be included in grading complete.**
2. Question: Plans indicate to relocate brick mailboxes. According to the General Conditions GC-30 brick mailboxes are not allowed. Please clarify.  
**Response: Brick mailboxes are not allowed. Existing mailboxes should be relocated without putting the brick structures back up.**
3. Question: Project plans direct contractor to adjust gas valves. Historically AGL has not allowed road contractors to work on their facilities. Please clarify  
**Response: Assume, AGL will be responsible for their relocation.**
4. Question: Project has a line item for Filter Fabric for Embankment Stabilization. This material is typically used in wet areas so that a bridge lift can be built and requires a special provision from GDOT.  
**Response: Filter Fabric for Embankment Stabilization can be removed from the project.**
5. Question: Typical sections appear to show GABC underneath curb & gutter, however, a depth is not specified and there is not a pay item for GABC. Please clarify.  
**Response: Assume, 6" GAB to be placed under curb , 310-5060 GR AGGR BASE CRS, 6 INCH, INCL MATL - 479 SY is added to the bid proposal ., See revised bid proposal attached to this Addendum 2.**

Room 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augustaga.gov](http://www.augustaga.gov)



Scan this QR code with your  
smartphone or camera equipped  
tablet to visit the Augusta, Georgia

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification

6. Question: Typical sections require tree grates, however, there is no detail or line item for these. Please clarify.

**Response: Assume, Proposed trees are outside the proposed ADA sidewalk. Tree grates are not required. "Tree Planting & Tree Well Detail" on Sheet 40-01 shall govern.**

**Please acknowledge addendum in your submittal**

**END OF ADDENDUM**

**ATTACHMENTS: REVISED BID PROPOSAL(4 PAGES)**



**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

**SECTION 3: BID PROPOSAL**

Date: 7/18/2023

Gentlemen:

In compliance with your invitation for bids dated June, 2023 2022, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**JAMES BROWN BLVD (TWIGGS ST TO LANEY WALKER BLVD) PHASE III  
PI# 0013707**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

One million three hundred ninety-six thousand thirty-nine dollars and seventy cents DOLLARS  
(\$1,396,039.70)

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 180 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:	Addendum Date:
<u>1</u>	<u>7/7/2023</u>
<u>2</u>	<u>7/10/2023</u>

Respectfully submitted:

JHC Corporation

(Name of the Firm)

15 Fresh Bru Dr  
Newnan, GA 30263

(Business Address)

By: 

Title: James H. Cook, President

**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

<b>000-1000</b>	<b>Force Account</b>	<b>1</b>	<b>LS</b>	<b>\$50,000</b>	<b>\$50,000</b>
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<b>JAMES BROWN BLVD</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
150-1000	TRAFFIC CONTROL - 0013707	1.000	LS	50,000	50,000
210-0100	GRADING COMPLETE - 0013707	1.000	LS	815,000	815,000
402-3103	REC AC 9.5 MM SP, TPII, GP2, INCL BM & HL	14.000	TN	400	5,600
413-0750	TACK COAT	8.000	GL	40	320
441-4020	CONC VALLEY GUTTER, 6 IN	220.000	SY	75	16,500
441-0104	CONC SIDEWALK, 4 IN	500.000	SY	65	32,500
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	479	SY	15	7,185
441-6022	CONC CURB & GUTTER/ 6X30TP2	1435.000	LF	28	40,180
500-9999	CL B CONC, BASE OR PVMT WIDEN	30.000	CY	375	11,250
610-0355	REM CONC CURB & GUTTER ALL SIZ	1440.000	LF	10	14,400
610-2815	REM CONC SIDEWALK	1015.000	SY	20	20,300
900-0039	BRICK PAVERS	2970.000	SF	15	44,550
610-6605	REMOVE LIGHTING STANDARD	7.000	EA	1,000	7,000
680-3600	LIGHTING STD, SPCL DES 66W LED LUMINAIRE WITH 12 FT POLE, COMPLETE, SINGLE HEAD	23.000	EA	6,000	138,000
682-1405	CABLE, TP XHHW, AWG NO 8	5600.000	LF	3	16,800
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	1500.000	LF	10	15,000
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	160.000	LF	3	480
682-8995	POWER SERVICE CABINET	1.000	EA	12,000	12,000
682-9021	ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	4.000	EA	850	3,400
682-9950	DIRECTIONAL BORE - 2 IN	140.000	LF	45	6,300
636-1014	HWY SGN, TP1MAT, REFL SH TP 1	15.000	SF	28	420
636-2070	GALV STEEL POSTS, TP 7	40.000	LF	13	520
636-3010	GROUND-MOUNTED BREAKAWAY SIGN SUPPORT	3.000	EA	1,280	3,840
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	4.000	EA	200	800
653-1501	THERMO SOLID TRAF ST 5 IN, WHI	770.000	LF	1.50	1,155
653-1502	THERMO SOLID TRAF ST, 5 IN YEL	2370.000	LF	1	2,370
653-1704	THERMO SOLID TRAF ST, 24 IN, WH	11.000	LF	12	132
653-1804	THERMO SOLID TRAF ST, 8 IN, WH	540.000	LF	4	2,160
653-3501	THERMO SKIP TRAF ST, 5 IN, WH	350.000	GLF	1	350
654-1001	RAISED PVMT MARKERS TP 1	74.000	EA	12	888
659-5013	HOT APP PRF PLS PM, WRDS OR SYMB, WH, TPP SHARED LANE SYMBOL	3.000	EA	415	1,245
659-7015	H/A PRF PLS PM, BIKE LN MKG, TP P BIKE LANE SYMBOL	4.000	EA	415	1,660
550-1150	STM DR PIPE 15, H 1-10 -	42.000	LF	150	6,300

**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

	REINFORCED CONCRETE PIPE				
610-5705	REM CATCH BASIN	1.000	EA	2,000	2,000
611-3010	RECONSTR DROP INLET, GROUP 1	4.000	EA	3,500	14,000
611-8050	ADJUST MANHOLE TO GRADE	3.000	EA	2,500	7,500
611-8120	ADJUST WATER METER BOX TO GRADE	8.000	EA	125	1,000
665-0250	ADJUST GAS VALVE TO GRADE	1.000	EA	100	100
668-2100	DROP INLET, GROUP 1	1.000	EA	5,500	5,500
670-4000	FIRE HYDRANT	1.000	ES	10,000	10,000
009-3500	MISC LANDSCAPE ITEMS TREE IRRIGATION BAGS	1.000	LS	7,500	7,500
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	17.000	SY	5	85
700-6001	GRASSING COMPLETE - 0013707	0.100	AC	6,500	650
700-9300	SOD	290.000	SY	9	2,610
702-0290	GINKGO BILOBA - 3" CAL	6.000	EA	1,100	6,600
702-7501	TREE PROTECTION BARRIER, TYPE 1	125.000	LF	3	375
702-9025	LANDSCAPE MULCH	100.000	SY	10	1,000
708-1000	PLANT TOPSOIL	15.000	CY	75	1,125
163-0550	CONS & REM INLET SEDIMENT TRAP	6.000	EA	250	1,500
165-0105	MAINT OF INLET SEDIMENT TRAP	6.000	EA	10	60
165-0010	MAINT OF TEMP SILT FENCE, TP A	970.000	LF	0.01	9.70
171-0010	TEMPORARY SILT FENCE, TYPE A	970.000	LF	6	5,820
<b>SUBTOTAL TWIGGS ST TO LANEY WALKER BLVD</b>		<b>1,346,039.70</b>			

<b>FORCE ACCOUNT:</b>	\$50,000
<b>GRAND TOTAL</b>	<b>1,396,039.70</b>

**GRAND TOTAL**

One million three hundred ninety-six thousand thirty-nine dollars and seventy cents **DOLLARS**

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED**

**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

**UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."**

**\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**



# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

JHC Corporation, Inc.

15 Fresh Bru Drive

Newnan, GA 30263

**OWNER:**

(Name, legal status and address)

City of Augusta, GA - Procurement Department

535 Telfair St. Room 605

Augusta, GA 30901

**BOND AMOUNT:**

Ten Percent of Bid Amount (10% of Bid Amount)

**PROJECT:**

(Name, location or address, and Project number, if any)

**SURETY:**

(Name, legal status and principal place of business)

NGM Insurance Company

55 WEST STREET

KEENE, NH 03431-4486

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

Bid Item #23-173 - Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker Blvd.) - Phase III for Augusta, GA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of July 2023

*Melissa Gung*  
(Witness)

*Lan Baker*  
(Witness)

JHC Corporation, Inc.

(Principal)

(Seal)

(Title)

NGM Insurance Company

(Surety)

(Seal)

(Title)

*James H. Cook, President*

Mark D. Pichowski, Attorney-in-Fact

Init.

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NGM INSURANCE COMPANY  
A member of The Main Street America Group

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Mark Pichowski, Todd George** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

**1. No one bond to exceed Twenty Million Dollars (\$20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Vice President,  
General Counsel and Secretary

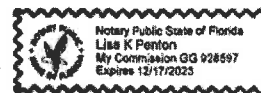


State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Lisa K. Penion*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 18th day of July, 2023.

*Nancy Giordano-Ramos*  
Nancy Giordano-Ramos, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431  
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



## DRUG FREE WORKPLACE

**DRUG FREE WORKPLACE** The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

**The undersigned further certifies that:**

**(1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and**

**(2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor 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."**  
**Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.**

**Name** \_\_\_\_\_

**Title** James H. Cook, President

**Company** JHC Corporation

# City of Newnan

25 LaGrange Street, Newnan, Georgia 30263  
P.O. Box 1193, Newnan, Georgia 30264

## Occupational Tax Certificate

### JHC Corporation

**Effective Date**

01/01/2023

**Expiration Date**

12/31/2023

**Certificate #**

A - 17774

**Business Location**

\*

James H Cook - Owner  
15 Fresh Bru Dr  
Newnan, GA 30263



# **NEWNAN**

GEORGIA

This certificate must be posted  
in a conspicuous place.

This certificate entitles  
business to be conducted  
in conformity with and  
subject to the provisions of  
the Ordinances of the City  
of Newnan and the laws of  
the State of Georgia.

236115 Gen Cont Residential

# 2023

Finance Director





**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
 State Licensing Board for Residential and General Contractors  
 LICENSE NO. GCCO001893

JHC Corporation  
**James H Cook**  
 1029 Peachtree Pkwy N #359  
 Peachtree City GA 30269

Qualifying Agent: James H Cook  
 Qualifying Agent License NO: GCQA001904  
**General Contractor Company**

EXP DATE - 06/30/2024 Status: Active  
 Issue Date: 09/10/2008

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

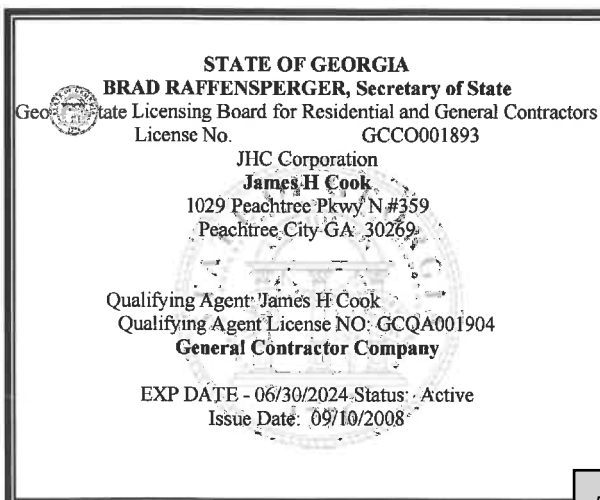
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
 237 Coliseum Drive  
 Macon GA 31217  
 Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

JHC Corporation  
 1029 Peachtree Pkwy N #359  
 Peachtree City GA 30269





**Russell R. McMurry, P.E., Commissioner**  
 One Georgia Center  
 600 West Peachtree Street, NW  
 Atlanta, GA 30308  
 (404) 631-1000 Main Office

April 18, 2023

## **CERTIFICATE OF QUALIFICATION**

**Vendor ID: 2JH002**

JHC Corporation  
 15 Fresh Bru Dr.  
 Newnan, GA 30263

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

**MAXIMUM CAPACITY RATING: \$18,500,000.00**

**CERTIFICATE EXPIRES: April 30, 2025**

**PRIMARY WORK CLASS/CODE: 647**

**SECONDARY WORK CLASS(ES)/CODE(S): 150, 163, 201, 205, 205A, 206A, 208, 209, 310, 310A, 441, 452, 461, 501, 511, 520, 550, 603A, 636, 641, 643, 660, 668, 700, 800A, 820, 935 and 940.**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely, Marc Mastronardi, P.E.

Marc Mastronardi, P.E.  
 Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.  
 DN: C=US, E=mmastronardi@dot.ga.gov,  
 O=Georgia Department of Transportation,  
 OU=Division of Construction - Director,  
 CN=Marc Mastronardi, P.E.  
 Date: 2023.04.21 14:56:55-04'00'

MM:TKA



jhc corporation

DUNS #948012943

CAGE #33PQ3

## CERTIFICATIONS

GA GC License: GCCO001893

GADOT Prequal Vendor ID: 2JH002

AL GC License: 51404

ALDOT Prequal Vendor ID: 10-054

SC GC License: G110912

SCDOT Prequal Vendor ID: 1JH001

## NAICS CODES

237310

237110

236220

238210

238110

238120

238910

## BONDING

\$10 mil. per / \$20 mil. aggregate

## OFFICE LOCATION

15 Fresh Bru Dr

Newnan, GA 30263

## KEY PERSONNEL

James H. Cook, President

Chad Gentry, Project Manager

Caleb Cook, Asst Project Manager

Josh Fox, Asst Project Manager

Marie Holbrook, Operations Manager

David Evans, Senior Superintendent

Chris Cayia, Senior Superintendent

## CONTACT INFO

JHC Corporation

15 Fresh Bru Dr

Newnan, GA 30263

Office: 770-487-3258

Fax: 770-487-4254

# CAPABILITY STATEMENT

## COMPANY SUMMARY

JHC Corporation is an established General Construction Company. Our offices are located in Newnan, Georgia, just minutes from downtown Atlanta. JHC is known for its outstanding reputation due to its involvement in various projects, in the diverse field of construction with emphasis on Institutional as well as Commercial establishments throughout the Metropolitan area promoting excellent work ethics and commitment to quality.

JHC Corporation has had a continuous and positive impact on the construction industry and continues to grow. Throughout its 29 years in operation, JHC Corporation has established a good relationship with owners, architects, suppliers and subcontractors based on quality and timely delivered orders. Whether it is a new streetscape, hardscape or historic rehabilitation, the company's experience and personal attention brings effective added value to each project.

Experienced with DBE, WBE and LBE qualifications, JHC is fully bonded, insured and DOT-certified. JHC has a professional staff with over 30 years experience and an extensive customer base on the state, local and federal level. Our expertise extends to both the private and public sectors. Our construction team performs value engineering in order to provide the best solutions or methods to complete the project on budget and schedule. As a building Owner, you can count on JHC Corporation for fast and professional execution of your construction project.

## CORE COMPETENCIES

Streetscape and Hardscape Projects

Bridge Construction, Maintenance, and Repair

Park and Trail Construction

Historic Rehabilitation

Project Scheduling and Management

Quality Control

Job Site Safety

## CLIENTS

City of Augusta

City of Albany

Fulton County

Central Perimeter CID

Columbia County

Buckhead CID

City of Powder Springs

City of Roswell

Augusta Canal Authority

Georgia Tech

GDOT

Midtown Alliance

## PAST PERFORMANCE

Commercial Row Commons | \$987,939 | Feb 2023

Dragonfly Trails—MLK to Riverwalk Connector | \$2,485,449 | Jan 2023

Lombard Mill Preserve Trail - Phase II | \$519,742 | Sept 2021

Exterior Hardscape & Landscape Development @ Pryor St Entry Plaza | \$1,583,000 | May 2021

Euchee Creek Greenway Phase I | \$5,222,449 | Aug 2020

Powder Springs Downtown Development Project Amenity | \$4,061,350 | July 2020

Augusta Canal Multi-Use Trail Phase IIID | \$1,118,710 | June 2020

PI No 0013295 Intersection Improvements on SR 155 @ North Hill St | \$766,973 | April 2020

Downtown Connector Trail | \$2,496,195 | April 2020

Hammond Drive Mid-Block Crossing Improvements | \$313,714 | March 2020

East Paces Ferry Road Spur to Path 400 | \$2,128,487 | March 2019

PI No M005399 Bridge Rehab on I-285 over I-75 NB Ramp & I-285 over I-75 SB Ramp | \$1,606,578 | Nov 2018

**JHC CORPORATION**  
**FINANCIAL STATEMENTS**  
**December 31, 2022**

# JHC CORPORATION

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December 31, 2022

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jhc corporation

**JHC CORPORATION**

15 Fresh Bru Dr  
 Newnan, GA 30263  
 770.487.3258 tel  
 770.487.4254 fax

[WWW.JHCCORPORATION.COM](http://WWW.JHCCORPORATION.COM)

## Equipment Statement

Kawasaki Utility Vehicle  
 Yamaha Wolverine ATV  
 Bobcat T250 Skid Steer  
 Bobcat S250 Skid Steer  
 Takeuchi Excavator TB014  
 Takeuchi Mini Excavator TB138  
 2010 Bobcat Mini Excavator E80  
 2011 Bobcat Mini Excavator E80  
 Kubota Track Loader SVL95-2SC  
 Kubota Skid Steer SSV75PH  
 Kubota SVL97-2HC Track Loader  
 Bobcat Brush Cutter 60"  
 Hyster Forklift  
 Trencher  
 Auger  
 Plate Tamp  
 Diamond Corecut Saw  
 Stanley Cyclone Drop Hammer  
 Mikasa MTX70HD Rammer  
 Mikasa MTX70HD Rammer  
 Mikasa MTX70HD Rammer  
 Mercury Marine Outboard Motor  
 2007 F450 Bucket Truck  
 2001 GMC C6500  
 2008 Toyota Tundra  
 2002 Mack CH612 Semi  
 2012 Chevy K3500HD Service Truck  
 2009 Cura Tilt Trailer  
 2003 Anderson Trailer  
 2014 Diamond Enclosed Trailer  
 2018 Lark Cargo Trailer  
 2019 Stryker 7x18 Trailer  
 2019 Topline 5x10 Trailer

25FT Flatbed Trailer  
 2020 Bigfoot Flatbed Trailer  
 2016 Message Board Trailer  
 2016 Message Board Trailer  
 2006 Wanco Arrow Board  
 2006 Wanco Arrow Board  
 2006 Wanco Arrow Board  
 2006 Wanco Arrow Board  
 2006 Wanco Arrow Board  
 Miscellaneous Tools

Attachment A  
Project References

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Augusta Saturday Market	15 8th Street Augusta, GA 30901	City of Augusta 535 Telfair St Augusta, GA 30901 Maria Rivera-Rivera - 706-821-1629 mrivera-rivera@augustaga.gov	Johnson, Laschuber & Associate 1296 Broad St Augusta, GA 30901 706-724-5756	\$ 305,000.00	Electrical improvements to the Augusta Saturday Market including installation of lighted bollards, grading, boring, electrical panels, paver repairs, wiring, conduit, receptacles, and demo	JHC Corporation	March 2023	July 2023
Lake Carroll Park Phase 2	Lumpkin Dr Carrollton, GA 30117	City of Carrollton 315 Bradley St Carrollton, GA 30117 Kent Johnston - 770-296-5436 kjohnston@carrollton-ga.gov	Georgia & West, Inc 105 Corporate Dr Carrollton, GA 30117 John D Bass - 770-834-4694	\$ 3,511,500.00	Trail The project is an expansion to the existing Lake Carroll Park and consists of pavilion structures, enlarging the existing boat ramp, wood boardwalk, fishing platforms, event pavilion, shoreline retaining walls, site retaining wall, site lighting, walkways, and stabilizing an existing bank between the road and lake. The project will include site demolition, clearing and grubbing, erosion and sediment control, grading, storm drainage, utilities (water, power, and site lighting), concrete retaining wall construction, wood boardwalk construction, concrete walkways, concrete pads, pavilion construction, and grassing.	JHC Corporation	February 2023	In Progress
Morgan Falls Phase 2	400 Morgan Falls Rd Sandy Springs, GA 30350	City of Sandy springs 1 Galambos Way Sandy Springs, GA 30328 Edward McAdoo III - 770-206-1448 EMcAdoo@SandySpringsGA.gov	Kaizen Collaborative 2390 Main St Tucker, GA 30084 Chuck Abbott - 404-239-2521 chuck.abbott@kaizencollaborative.com	\$ 7,803,555.00	Trail The projects consist of the construction of a 8'-12' wide multi-use, 5 inch concrete & 6 inch pervious concrete trail, retaining walls, drainage structures, pedestrian bridges, top-down boardwalk with concrete decking, roadway realignments, landscaping, trail signage, and amenities	JHC Corporation	November 2022	In Progress
Ponce de Leon Ave LCI Streetscape PI 0012586	715 Bondaventure Ave NE Atlanta, GA 30306	Atlanta BeltLine, Inc 100 Peachtree St NW, Suite 2300 Atlanta, GA 30303 Nancy Newell - 404-477-3653 nnewell@atbeltline.org	Kimley-Horn & Associates 817 West Peachtree St, NW The Biltmore, Suite 601 Atlanta, GA 30308 Sean Johnston - 404-419-8700 sean.johnston@kimley-horn.com	\$ 7,890,681.00	Streetscape Traffic Control, Grading, GAB, Asphalt, Granite Curb, Conc Driveway, Conc Sidewalk, Conc Median, Conc Header Curb, Conc Curb & Gutter, Granite Pavers, Storm, Electrical, Boring, Signage, Striping, Traffic Signal, Conc Retaining Walls, Anchored Walls, Structural Steel Elevated Walkway, Structural Steel Stairs, Rebar, Pilot Holes, Granite Facing, Erosion Control, Landscaping, Handrails, Site Furnishings, Bollards, Water Lines, Water Main, Sewer	JHC Corporation	September 2022	In Progress

# Attachment A Project References

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Dallas Park Project	117 W. Spring St Dallas, GA 30132	City of Dallas 129 E Memorial Dr Dallas, GA 30132 Brandon Rakestraw - 770-443-8110 brakestraw@dallas-ga.gov	Keck & Wood, Inc 3090 Premiere Parkway, Suite 200 Duluth, GA 30097 Robert Remwick - 678-417-4000 rremwick@keckwood.com	\$ 612,878.00	Park Erosion Control, Grading, GAB, Asphalt, Sidewalks, Retaining Wall, Signage, Striping, Brick Pavers, Driveways, Header Curb, Granite Seat Wall, Concrete Steps, Landscaping	JHC Corporation	October 2021	April 2022
South Fork Pedestrian Bridge Steel Ramp System Superstructure	737 Lenderbergh Drive NE Atlanta, GA 30324	SFC O&M LLC City of Atlanta PO Box 5433 Atlanta, GA 31107 Kimberly Estep - 770-954-6108 kimberly@southforkconservancy.org	Kimley-Horn & Associates 817 W Peachtree St NW, STE 601 Atlanta, GA 30308 Bradley Fischer - 404-419-8700 bradley.fischer@kimley-horn.com	\$ 478,373.00	Project includes the steel ramp system superstructure with concrete deck that will connect the prefabricated steel truss pedestrian bridge span to the existing grade at the confluence of the North Fork and South Fork of Peachtree Creek	JHC Corporation	July 2021	February 2022
Lafayette Square Lighting Enhancements	Lafayette Court Square LaGrange, GA 30240	City of LaGrange 200 Ridley Ave LaGrange, GA 30240 Meg Kelsey - 706-883-2030	Smith Design Group, Inc 206 West Harrison St LaGrange, GA 30240 Gordon "Skip" Smith - 706-882-5511 skip@sdesign.net	\$ 245,540.00	Enhancements Metal Ladder, HVAC, Fountain Lighting	JHC Corporation	April 2021	October 2021
Oconee Bridge Repairs	9 Bridges @ Various Locations Watkinsville, GA 30677	Oconee County 23 N. Main Street Watkinsville, GA 30677 Michael Weathers - 706-769-2937 mweathers@oconee.ga.us	Oconee County Public Works 1291 Greensboro Hwy Watkinsville, GA 30677 Jody Woodall - 706-769-2937 jwoodall@oconee.ga.us	\$ 152,500.00	Bridge Maintenance Repair spalls, seal cracking, clean & paint bearings, clean & seal deck joints, repair cracks, repair honeycombing	JHC Corporation	March 2021	April 2021
Call 001 Various Counties PI No 0015786 Signing Upgrades at Various Locations	Clarke, Elbert, Franklin, Gwinnett, Habersham, Hall, Jackson & Oconee Counties	GDOT 600 West Peachtree St, NW Atlanta, GA 30308 Kevin Barrett - 706-878-0433 kbarrett@dot.ga.gov	Atkins Global 1600 Riveredge Pkwy, STE 600 Atlanta, GA 30328 Travis Brewer - 770-933-0280 travis.brewer@atkinsglobal.com	\$ 595,929.00	Repairs Traffic Control, Grading, Rumble Strips, Striping, Signage, Concrete Barrier, Concrete Median, Concrete Flume, Guardrails, Traffic Signal Work	JHC Corporation	February 2021	November 2021
Phenix City Riverwalk 2019.006.001	508 Dillingham St Phenix City, AL 36867	City of Phenix City 1206 7th Ave Phenix City, AL 36867 Christopher Casey - 334-448-2777 ccasey@phenixcityal.us	Wright Engineering, LLC 7413 Whitesville Rd, Bldg 800 Columbus, GA 31904 706-507-0232	\$ 318,800.00	Trail Demo, Boardwalk, Helical Piles, Grouting Foundations, Erosion Control, Grading, Handrails, Electrical	JHC Corporation	October 2020	April 2021
Lombard Mill Preserve Trail - Phase II 20-173	2729 Old Hwy 1 Hephzibah, GA 30815	City of Augusta 2027 Lumpkin Rd Augusta, GA 30916 Christa Jordan - 706-496-5634 cjordan@augustaga.gov	Pond & Company, Inc 3500 Parkway Lane, Suite 600 Norcross, GA 30092 678-336-7740	\$ 519,742.00	Trail Clearing & Grubbing, Grading, Drainage, Signage, Site Furnishings, Landscaping, Boardwalk Trail, Timber Piles, Pedestrian Bridge, Overlook, Dirt Trail	JHC Corporation	May 2021	September 2021
Renovation of the Old Mill Spring Concrete Cover & Exposed Sides	100 Mill St SW Cave Spring, GA 30124	Floyd County Board of Commissioners #12 East 4th Ave, Ste. 106 Rome, GA 30161 Randy Self - 762-235-9662 selfr@floydcountyga.org	Floyd County Water Department PO Box 1169 Rome, GA 30162 Troy Atkins - 706-291-5244 atkinsr@floydcountyga.org	\$ 114,000.00	Repairs Caulking and patching	JHC Corporation	October 2020	December 2020



Attachment A  
Project References

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Exterior Hardscape & Landscape Development @ Pryor St Entry Plaza 2017B20481K-JA1	141 Pryor St, NW Atlanta, GA 30303	Fulton County, Georgia 141 Pryor St, SW, Suite 7001 Atlanta, GA 30303 Armond Borders - 404-612-5916 armond.borders@fultoncountygov.gov	HGOR 3445 Peachtree Rd, SE, Suite 1425 Atlanta, GA 30326 Chris Mutter - 404-929-3354 cmutter@hgor.com	\$ 1,583,000.00	Hardscape Grading, Traffic Control, Demo, Structural Rebar, Concrete Retaining Wall, Footings, Concrete Steps, Wall Cap, CMU Walls, Stone Wall, Decorative Railings, Waterproofing, Sealing, Sidewalks, Fountain, Electrical, Landscaping, Concrete Pavers, Irrigation, Storm Drain	JHC Corporation	June 2020	May 2021
Augusta Canal Multi-Use Trail Phase IIID PI No 0013705	1425 Waters Edge Drive Augusta, GA 30901	Augusta Canal Authority 1450 Greene Street, Suite 400 Augusta, GA 30901 Dayton Sherrouse - 706-823-0440 sherrouse@augustacanal.com	Alfred Benesch & Company 1005 Broad Street, Suite 200 Augusta, GA 30901 Oliver Weston - 706-722-4114 oweston@bensesch.com	\$ 1,118,710.00	Trail Erosion Control, Grading, GAB, Asphalt, Curb & Gutter, Wheelchair Ramp, Steel Pipe Handrail, Bridge Crossing Improvements, Timber Boardwalk, Storm Drain, Demo, Signs, Guardrail, Striping, Bollards	JHC Corporation	August 2019	June 2020
Piedmont Centers	Piedmont Center 5-8 3525 Piedmont Rd Atlanta, GA 30305	Granite Properties 3525 Piedmont Rd Bldg 8, Suite 100 Atlanta, GA 30305 Kinsey Hinkson - 770-200-7318 khinkson@graniteprop.com	Kinley-Horn & Associates 817 W Peachtree St NW STE 601 Atlanta, GA 30308 Sean Johnston - 404-419-8770	\$ 25,080.00	Hardscape Design, Demo, Traffic Control, Concrete Driveways	JHC Corporation	August 2019	August 2019
Euchee Creek Greenway Phase I	2232 William Few Pkwy Evans, GA 30809	Columbia County 630 Ronald Reagan Dr Evans, GA 30809 Steve Exley - 706-447-7602 sexley@columbiacountyga.gov	Cranston Engineering 452 Ellis Street Augusta, GA 30901 Tom Parrott - 706-722-1588 tparrott@cranstonengineering.com	\$ 5,222,449.00	Trail Asphalt, Conc Approach Slab, Header Curb, Curb & Gutter, Bollards, Signage, Wayfinding Signage, Striping, Electrical, Storm, Erosion Control, Rip Rap, Timber Pedestrian Bridge, Boardwalk, Handrail, Wood Fence, Chain Link Fence, Landscaping, Traffic Control, Cleaning & Grubbing, Grading, Crushed Stone	JHC Corporation	June 2019	August 2020
Traffic Controller @ 15th & Peachtree	15th St NE & Peachtree NE Atlanta, GA 30309	Midtown Alliance 999 Peachtree St, STE 730 Atlanta, GA 30309 Bruce Pinkney - 404-447-8151 bruce@midtownatl.com	Midtown Alliance 999 Peachtree St, STE 730 Atlanta, GA 30309 Cladie Washburn - 404-809-2121 cladie@midtownatl.com	\$ 55,336.00	Signal Traffic Control, Layout, Demo, Granite Pavers, Traffic Signal	JHC Corporation	June 2019	July 2019
Powder Springs Downtown Development Project Amenity Bid No. IFB 18-003	4400 N Town Square Powder Springs, GA 30127	City of Powder Springs 4484 Marietta Street Powder Springs, GA 30127 Pam Conner - 770-943-1666 pconner@cityofpowdersprings.org	TSW 1389 Peachtree St. NE. STE 200 Atlanta, GA 30309 Adam Williamson - 404-873-6730 awilliamson@tsw-design.com	\$ 4,061,350.00	Streetscape Grading, Storm, Sewer, Water Lines, Demo, Landscaping, Irrigation, Rubble Walls, Synthetic Turf, Concrete Walls, Granite Cobble, Signage, Curb & Gutter, Sidewalks, Concrete Steps, Handicap Ramps, Exposed Aggregate Path, Asphalt, Handrails, Site Electrical, Fountain, Guardrail, Site Furnishings, Bar ledge, Wood & Rock Stadium Seating, Upper Viewing Deck, Play Cube, String Lights Building Slab, Footings, Rebar, Block, Brick, Steel, Roofing, Insulation, Flashing/Coping, Bird Netting, Bath Partitions, Wood Floor, Ceramic Tile, Cabinets, Counter Tops, Bath Hardware, Doors, Store Front, Ceiling, Drywall, Painting, Plumbing, HVAC, Electrical	JHC Corporation	April 2019	July 2020

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Call 009 Spaulding Co PI No 0013295 Intersection Improvements on SR 155 @ North Hill St	SR 155 @ North Hill Street Griffin, GA 30223	GDOT - Thomaston 115 Transportation Blvd Thomaston, GA 30286 Craig Collins - 478-733-4345 krcollins@dot.ga.gov	GDOT, District 3 1001 Highway 19 S Griffin, GA 30223 Carl Cone - 678-332-8962 ccone@dot.ga.gov	\$ 766,973.00	Streetscape Traffic Control, Erosion, Grading, GAB, Asphalt, Concrete Driveways, Sidewalk, Concrete Median, Header Curb, Curb & Gutter, Pymt Reinf Fabric Strips, Storm Drain, Rip Rap, Signage, Traffic Signal, Striping, Water Lines, Landscaping, Detectable Warning Surface	JHC Corporation	May 2019	April 2020
Traffic Signal Installations and Related Construction	East Broad St/Farmer St & Roscoe Rd/Sherwood Dr Newman, GA 30263	City of Newman 25 Lagrange Street Newman, GA 30263 Cleatus Phillips - 770-254-2358 cphillips@cityofnewman.org	Wilburn Engineering LLC 931 Lower Fayetteville Rd, STE 1 Newman, GA 30263 678-423-0050	\$ 320,052.00	Streetscape Traffic Control, Grading, Asphalt, Milling, Sidewalks, Header Curb, Curb & Gutter, Concrete Retaining Wall, Water Lines, Boring, Traffic Signal, Striping	JHC Corporation	January 2019	June 2019
Downtown Connector Trail #18-056	100 Block of West Roosevelt Ave to 1700 Block of North Monroe St Albany, GA 31701	City of Albany 222 Pine Ave, Suite 260 Albany, GA 31701	City of Albany 240 Pine Avenue, Suite 200 Albany, GA 31701 Charlie Clark - 229-883-6955 chclark@albanyga.gov	\$ 2,496,195.00	Trail Grading, Demo, Herringbone Crosswalk, Pavers, Storm Drain, Metal Fencing, Stamped Concrete, Asphalt, Parking Lot, Wheel Stops, Handrails, Sidewalks, Concrete Stairs, Concrete Retaining Wall, Multi-use Concrete Trail, Landscaping, Striping, Water Lines, Irrigation, Traffic Signal	JHC Corporation	November 2018	April 2020
Hammond Drive Mid-Block Crossing Improvements	1118 Hammond Dr NE Dunwoody, GA 30328	Central Perimeter CID 1100 Abernathy Rd, NE Bldg 500, Lobby Suite 15 Atlanta, GA 30328 Todd Meadows - 770-857-8400 todd.meadows@loweengineers.com	Kimley-Horn & Associates 817 W Peachtree St NW STE 601 Atlanta, GA 30308 Sean Johnston - 404-419-8770	\$ 313,714.00	Streetscape Grading, Demo, Sidewalks, Curb & Gutter, ADA Ramps, Fencing, Utility Relocation, Pavers, Stamped Asphalt, lighting, Security Cameras, Stone Veneer Seat Wall, Landscaping, Pedestrian Crossing Signal, Traffic Signal, Fiber Optics	JHC Corporation	October 2019	March 2020
Lake Kedron Bridge Pile Painting	Lake Kedron @ N Peachtree Pkwy Peachtree City, GA 30269	City of Peachtree City 153 Willowbend Rd Peachtree City, GA 30269 David Borkowski - 770-631-2588	Bridge Maintenance Painting Bridge Piles	\$ 112,800.00		JHC Corporation	April 2018	September 2018
Fresh Bru Drive Ph I	15 Fresh Bru Dr Newman, GA 30263	Mangrove Properties, LLC 9A Tanglewood Rd Newman, GA 30263 Jim Cook - 678-633-9007	Miller Architecture & Planning 6534 Spring St Douglasville, GA 30134 678-715-1586	\$ 1,043,254.00	New Building Construction Clearing, Grading, Slab, Metal Building, Framing, Plumbing, HVAC, Carpentry, Electrical, Storefront, Insulation, Gate, Stone Walls, Concrete Driveway, Water, Sewer, Landscaping, Irrigation	JHC Corporation	March 2018	December 2020
Deering Road - Midtown PI No 0013725	Peachtree St NW & Deering Rd Atlanta, GA 30309	Midtown Alliance 999 Peachtree St, STE 730 Atlanta, GA 30309	Traffic Signal Installation	\$ 105,599.00		Chattahoochee Group	October 2018	February 2020

**Attachment A  
Project References**

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Item 37.

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
East Paces Ferry Road Spur to Path 400 FC-9699	East Paces Ferry Rd Atlanta, GA 30326	Buckhead CID 3340 Peachtree Road, NE 100 Tower Place, Suite 1640 Atlanta, GA 30326 Darion Dunn - 404-842-2693 ddunn@buckheadcid.com	Silverman Construction 1075 Zonolite Rd., STE 5 Atlanta, GA 30306 Andrew Silverman - 404-969-4316 aasilverman@silvermancpm.com	\$ 2,128,487.00	Streetscape Grading, Granite Curb, Driveway, Conc Sidewalk, Conc Median, Header Curb, Curb & Gutter, Pea Gravel Conc Sidewalk, Stamped Concrete, Retaining Wall, Ornamental Fence, Chain Link Fence, Bollards, Brick Pavers, Asphalt, Pynt Widening, Storm Drain, Sewer, Bioretention Area, Signs/Striping, Site Furnishings, Utilities, Electrical, Trenching, Lighting, Traffic Signal	JHC Corporation	October 2017	March 2019
Tech Pkwy Marietta St Improvements - Ph I 0193-2016	793 Marietta St NW Atlanta, GA 30318	Georgia Tech 955 Fowler St NW Atlanta, GA 30332 Daniel Powell - 404-931-3945 dpowell43@gatech.edu	Breedlove Land Planning 15 Simpson St NW Atlanta, GA 30080 Alan Wlecczynski - 770-483-1173 alanw@landplanning.net	\$ 790,083.00	Parking Lot Hardscape Traffic Control, Erosion Control, Grading, Demo, Underground Retention Pond, Storm Structures & Pipe, Trench Drain, Pervious Concrete, Curb & Gutter, Utilities, Light Pole Bases, Electrical, Gate Loops, Paving, Landscaping, Signs/Striping, Ornamental Fence, Wheel Stops	JHC Corporation	September 2017	April 2018
Call 017 Cobb Co Bridge Rehab on I-285 over I-75 NB Ramp & I-285 over I-75 SB Ramp PI No M005399	The Perimeter Atlanta, GA 30339	GDOT One Georgia Center 1269 Kennestone Cir Marietta, GA 30066 Dan Willard - 404-326-5214 dwillard@dot.ga.gov	GDOT One Georgia Center 600 West Peachtree St. NW Atlanta, GA 30308 404-631-1000	\$ 1,606,578.00	Bridge Rehabilitation Grading, Asphalt, Runble Strips, Signs, Striping, Conc Slope, Joint Sealing, Structural Steel, Rebar, Superstr Reinfr Steel, Raise Bridge, Surface Prep, Polymer Overlay, Paint Bridge, Demo Parts of Existing Bridge, Flowable Fill	JHC Corporation	September 2017	November 2018
Call 011 Brooks County PI No 0011723	41 E Railroad St Quitman, GA 31643	GDOT District 4, Area 4 120 Veterans Pkwy North Moultrie, GA 31788 Neil Tyson - 229-891-7130 ntyson@dot.ga.gov	ARCADIS Co. 2410 Paces Ferry Rd STE 400 Atlanta, GA 30339 Randy Koonce - 919-357-8777 randy.koonce@arcadis.com	\$ 809,231.00	Streetscape Traffic Control, Erosion Control, Grading, Asphalt, Driveway, Median, Header Curb, Curb & Gutter, Pynt Widening, Storm Drain, Signs, Striping, Chain Link Fence, Landscaping	JHC Corporation	October 2017	March 2019
Call 010 Chatt & Macon Co Bridge Rehabilitation PI M005424	SR 26 over Ochililee Creek Cussetta, GA SR 49 over Buck Creek Oglethorpe, GA	GDOT One Georgia Center 600 West Peachtree St. NW Atlanta, GA 30308 Kyle Willis - 706-568-2165 Dwillis@dot.ga.gov	GDOT, District 3, Area 3 200 Julianne Dr Perry, GA 31069 Martin Elberger - 478-988-7151 melberger@dot.ga.gov	\$ 487,212.00	Bridge Rehabilitation Traffic Control, Grading, Structural Steel, Patching Concrete Bridge, Epoxy, Flowable Fill, Guardrail	JHC Corporation	July 2017	January 2018
Carl Griffin Dr @ Chatham Pkwy Intersection Improvements	135 Carl Griffin Drive Savannah, GA 31405	Chatham Co Board of Commissioners 1117 Eisenhower Drive, Suite C Savannah, GA 31406 Nathaniel Panther - 912-604-2452 Npanther@chathamcounty.org	Thomas & Hutton Engineering Co 50 Park of Commerce Way PO Box 2727 Savannah, GA 31402 John Giordano - 912-721-4054 giordano.j@thomasandhutton.com	\$ 755,879.00	Streetscape Traffic Control, Erosion Control, Grading, GAB, Asphalt, Milling, Sidewalks, Concrete Median, Curb & Gutter, Storm Drain, Boring, Signs, Traffic Signal, Striping, Fiber Optics, Conc Box Culvert, Monument Sign	JHC Corporation	September 2017	May 2018

Project Name	Location	Owner Information and Contact	Architect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Intersection Improvement - Habersham St at Kensington Drive (TE-216-16)	Habersham St @ Kensington Dr Savannah, GA 31405	Savannah Water Resources City of Savannah PO Box 1027 Savannah, GA 31402 Kathy Meggion - 912-644-7783 kmaggion@savannahga.gov	City of Savannah PO Box 1027 Savannah, GA 31402 912-651-4241	\$ 207,447.00	Streetscape Clearing & Grubbing, Demo, Curb Inlet, Grading, Storm Drain, Sidewalk, Curb, Stamped Concrete Crosswalk, Detectable Warning Surface, Signage, Striping, Erosion Control, Traffic Control	JHC Corporation	March 2017	April 2017
Grove Way - Bush Street Realignment and Waterline Project 90018/80045/18003	89 Grove Way Roswell, GA 30075	City of Roswell 38 Hill St Roswell, GA 30075 Mike Sweinhart - 770-594-6105 msweinhart@roswellgov.com	Pond & Company, Inc. 3500 Parkway Lane, Suite 600 Norcross, GA 30092 Tim Fredlund - 678-336-7740 FredlundT@pondco.com	\$ 1,333,790.00	Streetscape Grading, Tree Removal, Storm Drain, Sewer, Water Lines, Asphalt, Striping, Signage, Landscaping, Sidewalks, Concrete Stairs, Retaining Wall, Handicap Ramps, Handrails, Metal Fencing, Electrical, Streetlights	JHC Corporation	March 2017	July 2018
Millidgeville Road Bridge Maintenance at Rocky Creek PI 0011395	3315 Millidgeville Rd Millidgeville Rd Bridge @ Rocky Creek Augusta, GA 30909	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 423,989.00	Bridge Rehabilitation Grading, Storm Drain, Demo, Gaurdrails, Landscaping, Resealing Bridge Joints, Structural Rebar, Patching Concrete Bridge, Epoxy Injection	JHC Corporation	September 2016	May 2017
Enhancements to the Douglasville Welcome Center & O'Neal Plaza PI 0010728	SR 5/5R 8 From SR 92 to CS 720/McCarley ST Douglasville, GA 30134	City of Douglasville 6695 Church St Douglasville, GA 30134 Michelle Wright - 770-920-3000 wrightm@ci.douglasville.ga.us	Bron Cleaveland Associates 2627 Sandy Plains Rd, Suite 102 Marietta, GA 30066 Steve Roberts - 404-841-6364 sroberts@broncleaveland.com	\$ 833,932.00	Hardscape Demo, Sidewalks, Concrete Pavers, Handrails, Landscaping, Grading, Storm Drain, Fountain, Plumbing, Framing, Dry Wall, Flooring, Crown Molding, Cabinets, Roofing, Countertops, Electrical	JHC Corporation	July 2016	July 2018
15th Street Over Augusta Canal (Archibald Butt Memorial Bridge) PI 0011422	501 15th St Augusta, GA 30904	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 1,689,606.00	Bridge Rehabilitation Asphalt, Sidewalks, Structural Rebar, Demo, Signage, Striping, Pavers, Grooved Concrete, Superstructure Concrete, Concrete Bridge Repair, Painting, Electrical	JHC Corporation	July 2016	April 2018
Broad Street Over Augusta Canal PI 0011381	1514 Broad St Augusta, GA 30904	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 1,124,389.00	Bridge Rehabilitation Asphalt, Silicone Joint Sealer, Superstructure Concrete, Superstructure Reinf Steel, Patching Concrete Bridge Deck, Patching Concrete Substructure, Epoxy Injection, Structural Rebar, Electrical	JHC Corporation	July 2016	June 2017
7th Street Bridge Over Augusta Canal (Bridge Replacement) PI 0011423	1050 7th St Augusta, GA 30901	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Moreland Altobelli Associates 2211 Beaver Run Rd, STE 190 Norcross, GA 30071 Clyde Knox - 770-263-5945 cknox@maai.net	\$ 1,462,860.00	Bridge Replacement Landscaping, Asphalt, Sidewalks, Parapet Wall, Retaining Wall, Water Lines, Electrical, Concrete Bridge	JHC Corporation	March 2016	May 2017
11th Street Bridge Rehabilitation over Augusta Canal PI 0011425	601 11th St Augusta, GA 30901	City of Augusta 535 Telfair St Augusta, GA 30901 Anthony Taylor - 706-836-7152 ATaylor@augustaga.gov	Civil Services, Inc 620 Peachtree St NE Suite 300R Atlanta, GA 30308 404-685-8001	\$ 774,561.00	Bridge Rehabilitation Asphalt, Granite Curbs, Sidewalks, Storm, Traffic Signal, Electrical, Parapet Wall, Footings, Structural Rebar, Brick Veneer, Mortar Joints, Waterproofing	JHC Corporation	March 2016	May 2017

**EXHIBIT I**

Construction Services for James  
Project Name: Brown Blvd - Phase III

Bid Number: 23-173

**LETTER OF INTENT**

**Disadvantaged Business Enterprise (DBE)**  
(This page shall be submitted for each DBE firm)

**Bidder/Officer:** Name: JHC Corporation  
Address: 15 Fresh Bru Dr  
City: Newnan State: GA Zip: 30263

**DBE Firm:** DBE Firm: Charter Construction Services, Inc  
Address: 4998 Lakeland Woods Ct  
City: Atlanta State: GA Zip: 30338

**DBE Contact Person:** Name: Kay Broadus Phone: (770) 235-5992

**DBE Certifying Agency:** GDOT 2CH200 Expiration Date: \_\_\_\_\_

**Classification:** ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture  
☐ Manufacturer ☒ Supplier

Work Item(s) to be performed by DBE	Description of Work Item	Quantity	Total
	Concrete Grading		\$151,487.90
	Demo. Erosion		

The Bidder/Officer is committed to utilizing the above named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: 151,487.90 Percent of total contract: 10.85 %

**AFFIRMATION:**

The above named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Kay Broadus PRESIDENT  
(Signature) (Title)

\* In the event the bidder/officer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



## EXHIBIT 1

Project Name: Construction Services for James Brown Blvd - Phase III

Bid Number: 23-173

**LETTER OF INTENT**  
**Disadvantaged Business Enterprise (DBE)**  
*(This page shall be submitted for each DBE firm)*

Bidder/Offeror: Name: JHC Corporation

Address: 15 Fresh Bru Dr

City: Newnan State: GA Zip: 30263

DBE Firm: DBE Firm: HIGHWAY SERVICES INC

Address: P O BOX 926

City: DOUGLASVILLE State: GA Zip: 30133

DBE Contact Person: Name: CHANDRA R GRAHAM Phone: ( ) 678-838-9920

DBE Certifying Agency: GDOT Expiration Date: 12/2023

Each DBE firm shall submit evidence (such as a photocopy) of their certification status

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture  
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
	SIGN INSTALL	1	5573.50
	PAVEMENT MARKING	1	10463.60

The Bidder/Offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 16,037.10 Percent of total contract: 1.15 %

**AFFIRMATION:**

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Chandra R Graham

(Signature)

ESTIMATOR

(Title)

**\*\* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

Bid Item #23-173 Construction Services for James Brown Blvd. - Phase III

Bid Due: Tuesday, July 11, 2023 @ 3:00 p.m.

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## EXHIBIT 2

Project Name: Construction Services for James Brown Blvd - Phase III

Bid Number: 23-173

UTILIZATION STATEMENT  
Disadvantaged Business Enterprise (DBE)

12%

The DBE goal for this project is 16.3%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

- ☒ The bidder/offeror is committed to the minimum of 12% DBE utilization on this contract
- ☐ The bidder/offeror, while unable to meet the DBE contract goal of 16.3%, hereby commits to a minimum of 12% DBE utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation by certified DBE firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm or firms identified within the submitted Letter of Intent forms have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner and the Federal Highway Administration.

JHC Corporation

Bidder's/Offeree's Firm Name

Signature

James H. Cook, President

7/18/2023

Date

DBE UTILIZATION SUMMARY

Percentage	Contract Amount	DBE Amount	Contract
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ <u>167,525</u> x 1.00 =	\$ <u>167,525</u>	<u>12</u> %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

\* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Bid Item #23-173 Construction Services for James Brown Blvd. - Phase III

Bid Due: Tuesday, July 11, 2023 @ 3:00 p.m.

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**First Use: March 23, 1990**

## DBE GOALS

**VENDOR ID.** 2JH002

**BIDDER'S COMPANY NAME:** JHC Corporation

**PROJECT NO. & COUNTY:** 0013707 | Richmond County

**LET NO:**

**LET DATE:** 7/18/2023

**TOTAL BID:** \$1,396,039.70

**THE REQUIRED DBE GOAL ON THIS CONTRACT IS : 12%**

**I PROPOSE TO UTILIZE THE FOLLOWING DBE'S:**

## LIST OF DBE PARTICIPANTS

[illegible]

**\* For Departmental use only. Do not fill in Work codes.**

**PLEASE NOTE :**

**Only 60% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.**



## EXHIBIT E

NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of this contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## EXHIBIT F

## CERTIFICATION OF SPONSOR

## DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the \_\_\_\_\_ subcontracting \_\_\_\_\_ agreement \_\_\_\_\_ with \_\_\_\_\_ certifies to the SPONSOR 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 the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT G

## FEDERAL AID IDENTIFICATION WORKSHEET

Subrecipient's name (must match registered name in DUNS)	Augusta-Richmond County Government
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	ZH93N1J4TBE8
Federal Award Identification Number (FAIN)	693JJ22130000Y301GA0013707
Federal award date (see § 200.39 Federal Award Date)	2/21/2023
Amount of Federal Funds Obligated by this action	339,648.00
Total Amount of Federal Funds Obligated to the subrecipient	587,648.00
Total Amount of the Federal Award	587,648.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	James Brown Blvd FM Twiggs to Laney Walker BLVD-PH III, CST
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, Travis McDonald, GDOT PM, tmcdonald@dot.ga.gov
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	NO
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

## EXHIBIT H SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDICES

Appendix A	City of Augusta, Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate

## APPENDIX A

CITY OF AUGUSTA  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the \_\_\_\_\_ and duly authorized representative of \_\_\_\_\_, whose address is \_\_\_\_\_, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous,



including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Instructions for Appendix A Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B  
CERTIFICATION OF  
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of \_\_\_\_\_ whose address is \_\_\_\_\_, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

---

Date

---

Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPENDIX C  
CERTIFICATION OF  
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

---

Date

---

Commissioner

## APPENDIX D

## CERTIFICATION OF CITY OF AUGUSTA

## STATE OF GEORGIA

I hereby certify that I am the Mayor of the City of Augusta in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
LOCAL GOVERNMENT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX E



## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>P.I.# and Project Description:</b>	PI 0013707 James Brown Blvd FM Twiggs ST to Laney Walker Blvd – PIII
<b>Sponsor's Name:</b>	Augusta-Richmond County Government
<b>Sponsor's Address:</b>	452 Walker Street, Suite 110 Augusta, GA 30901

## SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity 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). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46923

Federal Work Authorization User Identification Number  
Authorization (EEV/E-Verify Company Identification Number)

Date of

Augusta-Richmond County Government

Name of Sponsor

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

[NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_



APPENDIX F  
INSURANCE CERTIFICATE

Incorporated by reference.

# Preconstruction Status Report

Item 37.

PI NUMBER: 0013707		JAMES BROWN BLVD FM TWIGGS ST TO LANEY WALKER BLVD - PH III									
COUNTY:	Richmond	SPONSOR:	Augusta	MEASURE:		BASELINE LET DT:	6/11/20	MGMT LET DT:	3/17/23	PRINT DATE:	12/08/23
LENGTH(MI):	0.30	MPO:	Augusta TMA	DESIGN FIRM:	Cranston Engineering Group, P.C.	SCHED LET DT:	7/11/23	MGMT ROW DT:	5/15/19	PAGE:	1
PROJ NO:		TIP#:	TAP-1B					WHO LETS?:	Local Let		
PROJ MGR:	McDonald, Travis S.	MODEL YR:		PRIORITY CD:		LIGHTING TYP:	None	LET WITH:	0		
AOHD INITIALS:	CLB	TYPE WORK:	Streetscapes	DOT DIST:	2	ENV DOC TYPE:	NEPA				
OFFICE:	Program Delivery	CONCEPT:	SIDEWALKS	CONG. DIST:	012	ENV CONSULTANT:	In House				
CONSULTANT:	Local Design, Reimbursed by GDOT funds	PROG TYPE:	Enhancement	COMPLETE STREETS:							
				SUFF:							

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%
8/11/17	3/8/18	Concept Development Summary	8/24/17	4/8/19	8/24/17	4/8/19	100
9/1/17	4/8/19	Environmental Document Approval Summary (11412 through 18100)	11/1/17	2/20/19	11/1/17	2/20/19	100
9/1/17	6/1/18	Environmental Resource Identification Summary	11/1/17	10/3/18	11/1/17	10/3/18	100
9/1/17	1/28/19	UST and HW Summary	8/1/19	8/14/19	8/1/19	8/14/19	100
11/15/17	2/1/18	Database Summary	11/20/17	2/1/18	11/20/17	2/1/18	100
1/26/18	1/26/18	PM Submit Concept Report	10/22/18	10/22/18	10/22/18	10/22/18	100
3/8/18	3/8/18	Management Concept Approval Complete	4/8/19	4/8/19	4/8/19	4/8/19	100
3/9/18	6/4/18	Preliminary Roadway Plans (consultant design)	6/11/18	10/18/18	6/11/18	10/18/18	100
8/1/18	8/1/18	Public Information Open House Held	11/15/16	11/15/16	11/15/16	11/15/16	100
9/20/18	9/20/18	PFPR Inspection	2/19/19	2/19/19	2/19/19	2/19/19	100
11/13/18	12/5/18	ROW Plans Preparation	3/5/19	3/15/19	3/5/19	3/15/19	100
2/26/19	4/22/19	ROW Plans Final Approval	3/20/19	4/15/19	3/20/19	4/15/19	100
3/5/19	3/18/20	ROW Acquisition Summary	3/29/19	12/1/22	3/29/19	12/1/22	100
3/29/19	4/15/19	L & D Approval	3/21/19	4/12/19	3/21/19	4/12/19	100
4/9/19	8/29/19	Final Construction Plans	4/2/19	7/16/21	4/2/19	7/16/21	100
5/21/19	5/21/19	ROW Authorization	4/13/21	4/13/21	4/13/21	4/13/21	100
12/6/19	12/6/19	FFPR Inspection	1/14/22	1/14/22	1/14/22	1/14/22	100
4/1/20	4/1/20	Submit Final Plans	7/15/22	7/15/22	7/15/22	7/15/22	100

<b>Bridge :</b>	NO BRIDGE REQUIRED
<b>Construction :</b>	DBE goal approved 3-2-22 = 12%
<b>Design :</b>	Sponsor Augusta: Hameed Malik 706.796.5068 hmalik@augustaga.gov Consultant PM: Mitchell Murchison; mmurchison@cranstonengineering.com
<b>EIS :</b>	Certified Dec22 Let  Certified on 30Sep22, 29MAR22  PCE Reval approved 30Sep22, 29MAR22  Jackson 20Sep22
<b>Engr Services :</b>	WDT: 16JAN2019 received PFPR request. MKY: 21FEB2019 Sent out PFPR Report. MKY: 01APR2019 Accepted PFPR Responses. WDT: 09DEC2021 rec'd FFPR request. TMG: 14JAN2022 FFPR Report Distributed, 28FEB2022 Responses Accepted. WDT: 06JUL2022 rcvd CFFPR plans. KYP Cost estimate update: CST rcvd 6/3/19; returned markups to PM 6/12/19; CST V2 rcvd 7/15/19; sub for apvl 7/23/19; ROW for auth rcvd 11/15/19; sub for apvl 11/21/19. ROW for auth rcvd and sub on 9/29/20. CST rcvd 9/21/20; sub for apvl 10/13/20. CST rcvd 1/5/22; sub for apvl 1/13/22.
<b>LGPA :</b>	PFA SGN AUGUSTA-RICHMOND DO 20% PE AND 100% >\$120K (FED) 20% ROW AND 100% >\$12,352 (FED) UTIL & 20% CST AND 100% >\$339,648 (FED) 2-17-17.
<b>Office Heads :</b>	PFPR was missed by local and BL shifted. KWN
<b>Prog. Develop :</b>	CST AUGUSTA TIP ADMIN MOD 5-11-2022
<b>Programming :</b>	ADDED BY AUGUSTA MPO  #1 8-2016
<b>ROW :</b>	ASU:Concur 12 Mos FY 21 FJW 2-9-21; Moving FY 22 per ROW Status FJW 5-28-20;12 mos KTA 9-28-17; ROW Dt 5/19; Let 6/20 FJW 10-26-17 County is having funding issues and has not submitted detailed r/w cost estimate trr 6/2019; County is having issues with funding. County has not submitted detailed ROW cost estimate TRR 7/22/2019; Received corrected cost estimate 11/14/19 trr; ROW agreement sent to locals for execution on 4/22/21 trr; GDOT executed ROW agreement 7/28/21 trr;NTP issued 8/21/21 trr;ROW behind schedule trr 2/2022;
<b>Utility :</b>	UTL Cert 11.29.22 FB TLP-BL off & UC On Sched-Local Utility Coord-LET Mar 2023-Unawarded-Awaiting Bid pkg 09/26/23;Bid conference held on 26June2023 08/24/23;NTP to advertise sent to Locals 06Mar2023 05/22/23;Cert Pkg to SUO for Apprvl 11/28/22;Issues w/ROW Acq & Final Design-Cert was due 01Apr22 05/23/22;PM advised anticipate FY23 LET 04/11/22;Req update on Cert Pkg, PM advised mtg w/Locals today, LET may change (ROW critical path);-2nd Subs to Utilis-due back 28Feb2022 01/24/22;Need to Certify by 01Apr2022 01/04/22;ROW Auth pending-ROW Auth anticipated May 2021 04/20/21

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2016	2016			\$150,000.00	M301	AUTHORIZED	12/14/15
ROW	2021	2021			\$310,000.00	Z301	AUTHORIZED	4/13/21
CST	2023	2023			\$55,149.77	LOC	AUTHORIZED	2/21/23
CST	2023	2023			\$424,560.00	Y301	AUTHORIZED	2/21/23

COST EST AMTS				STIP AMOUNTS		
PE	\$150,000.00			Activity	Cost	Fund
ROW	\$310,000.00	9/29/20		PE	\$150,000.00	M301
CST	\$479,709.77	1/13/22		ROW	\$401,560.00	Z301
				CST	\$114,090.11	LOC
				CST	\$424,560.00	Y301

## Project Manager

- 1.Scope: Streetscape - sidewalk replacement on E. of James Brwn Blvd
- 2.Schedule: On BL  
PSE Package Received 12/9/22  
Notice to Proceed to Advertise sent to locals 3/6/2023  
Received 2 bids from Locals 8/8/23.  
Bid package received 10/2/23  
Locals Requesting funds/ MPO TAP Grant to cover additional funds
- 3.Risk: Next Milestone:  
TAP Grant Administrative Modification approved 5/11/22 - Funds moved to FY23.  
ROW: Certified  
ENV: Certified  
UTL: Certified
- 4.Budget: \$8K Contract  
TSM 10/3/2023

<b>Pre Parcel CT</b>	17	<b>Total Parcel in ROW System:</b>	13	<b>Cond Field:</b>	4	<b>Acquired by:</b>	LOC	<b>DEEDS CT:</b>	
<b>Under Review</b>	0	<b>Options Pending:</b>	0	<b>Relocations:</b>	0	<b>Acquisition MGR:</b>	Oliver, Winifred Yvette (LOC)		
<b>Released</b>	13	<b>Condemnations – Pend:</b>	0	<b>Acquired:</b>	13	<b>ROW Cert Date:</b>	1/23/2023		

# Georgia Department of Transportation Project Financial Report (PFR)

Item 37.

Processed Date: Dec-08-2023 08:57:59 AM

**Project:** 0013707

<b>Description:</b>	JAMES BROWN BLVD FM TWIGGS ST TO LANEY WALKER BLVD - PH III
<b>Project Manager Name:</b>	McDonald, Travis S.
<b>Office:</b>	Program Delivery
<b>Counties:</b>	Richmond
<b>Congressional Districts:</b>	012

## Engineer Estimates

Activity	Original	Current	Change	% Change	Original Cost Est Date	Current Cost Est Date
CST	\$424,560.00	\$538,650.12	\$114,090.12	26.87%	Feb-03-2016	Jan-13-2022
ROW	\$15,440.01	\$310,000.00	\$294,559.99	1907.77%	Feb-03-2016	Sep-29-2020
<b>TOTALS:</b>	<b>\$440,000.01</b>	<b>\$848,650.12</b>	<b>\$408,650.11</b>	<b>92.88%</b>		

## Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	LOC	AUTHORIZED	\$ .00	\$ .00	\$ .00	(\$55,149.77)	(\$55,149.77)
	Y301	AUTHORIZED	\$ .00	(\$339,648.00)	\$ .00	(\$84,912.00)	(\$424,560.00)
		<b>CST Subtotal:</b>	<b>\$ .00</b>	<b>(\$339,648.00)</b>	<b>\$ .00</b>	<b>(\$140,061.77)</b>	<b>(\$479,709.77)</b>
PE	M301	AUTHORIZED	(\$120,000.00)	\$ .00	\$ .00	(\$30,000.00)	(\$150,000.00)
		<b>PE Subtotal:</b>	<b>(\$120,000.00)</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>(\$30,000.00)</b>	<b>(\$150,000.00)</b>
ROW	Z301	AUTHORIZED	(\$248,000.00)	\$ .00	\$ .00	(\$62,000.00)	(\$310,000.00)
		<b>ROW Subtotal:</b>	<b>(\$248,000.00)</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>(\$62,000.00)</b>	<b>(\$310,000.00)</b>
		<b>TOTALS:</b>	<b>(\$368,000.00)</b>	<b>(\$339,648.00)</b>	<b>\$ .00</b>	<b>(\$232,061.77)</b>	<b>(\$939,709.77)</b>

## Project Accounting

Page 1 of 2

The information contained in this File/Report is the property of GDOT and may not be released to any other party without the written consent of the Data Custodian. Please dispose of this information by shredding or other confidential method. \*Please contact the Office of Financial Management for incorrect data. \*\*Non-capital contracts and contracts funded using Overhead Funds are allotted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

**Georgia Department of Transportation  
Project Financial Report (PFR)**

Item 37.

Processed Date: Dec-08-2023 08:57:59 AM

	CONTINGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
CST	\$ .00	\$339,648.00	\$ .00	\$ .00	\$339,648.00	\$ .00	\$ .00	\$ .00	\$ .00
PE	\$ .00	\$120,000.00	\$7,479.69	\$112,520.31	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
ROW	\$ .00	\$248,000.00	\$248,000.00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
<b>TOTALS:</b>	<b>\$ .00</b>	<b>\$707,648.00</b>	<b>\$255,479.69</b>	<b>\$112,520.31</b>	<b>\$339,648.00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>	<b>\$ .00</b>

**Project Accounting Summary**

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
CST	\$339,648.00	\$ .00	\$ .00	\$339,648.00	0.00%	Jul-01-2022
PE	\$120,000.00	\$7,479.69	\$112,520.31	\$ .00	93.77%	Aug-29-2022
ROW	\$248,000.00	\$248,000.00	\$ .00	\$ .00	0.00%	Aug-24-2021
<b>TOTALS:</b>	<b>\$707,648.00</b>	<b>\$255,479.69</b>	<b>\$112,520.31</b>	<b>\$339,648.00</b>	<b>15.90%</b>	



### Committee Meeting

Meeting Date: January 30, 2024

R C Daniel Pkwy @ CR601/Wheeler Rd Intersection Improvements

GDOT PI # 0012866

Bid #12-184

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve award of Construction Contract to E.R. Snell Contractor, Inc. subject to Value Engineering and in the amount of \$2,673,822.32 for CR601/Wheeler Rd @ CR124/CR2157 Robert C. Daniel Parkway Improvements Project (PI# 0012866), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012866 Construction Contract. Requested by Engineering. Bid #23-184
<b>Background:</b>	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHAW federal funds as a cost sharing project. The purpose of this project is to gain operation efficiency by improving intersections through & turn lanes. Project is ready for construction and in letting now.
<b>Analysis:</b>	<p>Bids were received on August 16, 2023 and were evaluated based on criteria outlined in Bid document. E R Snell being the low responsible Bidder. Following contractors submitted proposal.</p> <ol style="list-style-type: none"> <li>1. E R Snell Contractor, Inc.      \$2,673,822.32</li> <li>2. Reeves Construction Co.      \$3,243,328.45</li> </ol>
<b>Financial Impact:</b>	Funds are available in amount of \$2,673,822.32 (Federal funds: \$1,360,000.00, and SPLOST 8 Funds: \$1,313,822.32. SPLOST 8 available in \$500,000 (Traffic Safety), \$313,822.32 (Traffic Operation), \$500,000 (Resurfacing).
<b>Alternatives:</b>	Do not approve and abandon the project.
<b>Recommendation:</b>	Approve award of Construction Contract to E.R. Snell Contractor, Inc. subject to Value Engineering and in the amount of \$2,673,822.32 for CR601/Wheeler Rd @ CR124/CR2157 Robert C. Daniel Parkway Improvements Project (PI# 0012866), subject to receipt of signed contract

proper bonds and other associated documents. Award is also subject to  
GDOT & Augusta, Georgia execution of PI# 0012866 Construction Contract.  
Requested by Engineering. Bid #23-184

**Funds are available in** (\$2,673,822.32); \$1,360,000 FHAW Federal Funds, \$500,000 330-041110  
**the following accounts:** SPLOST 8 (Traffic


Safety), \$313,822.32 SPLOST 8 (Traffic Operations), \$500,000 330-  
0411120 (Resurfacing)

**REVIEWED AND**  
**APPROVED BY:**

HM/SR

**ENGINEERING & ENVIR. SVCS. DEPARTMENT****Hameed Malik, Ph.D., P.E., Director****MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Robert C. Daniel Parkway @ Wheeler Road (CR601) Improvements  
for Augusta, GA -Engineering & Environmental Department  
GDOT PI# 0012866 / Bid: 23-184  
File Reference: 23-014(A)

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It is recommendation of Augusta Engineering to award Bid 23-184 (Robert C. Daniel Parkway @ Wheeler Road Improvements) project to the lowest qualified bidder, E R Snell Construction, Inc. (ER Snell) subject to ER Snell's bid review by Georgia Department of Transportation (GDOT), project being federal funded project. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon ER Snell submitting all required documents such as bid bonds, insurance documents, FHWA required documents (if needed).

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Compliance Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File



## ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:** Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Robert C. Daniel Parkway @ Wheeler Road (CR601) Improvements  
for Augusta, GA -Engineering & Environmental Department  
Cost Variance Justification  
GDOT PI# 0012866 / Bid: 23-184  
File Reference: 23-014(A)

Ms Sams, this memo is to render a justification for cost variance between the "Estimated Cost" and the received Bid Proposal reference the subject project. This project construction consists of road intersection reconstruction & widening, storm sewer, sidewalks, and traffic Signal & operation improvements. Received lowest bid amount is \$2,673,822.32. The project design engineer of record (EOR) construction cost estimate was \$872,630.10. Augusta Engineering (AE) conducted internal itemized review of EOR estimate and received lowest bid and it is AE determination that several critical factors contributed to cost variance. Noticeable variables are Traffic Control, Grading Complete, Concrete material & Concrete products (such as pipes), and exclusion of contingency. These are current construction market uncontrolled variables. There is significant cost escalation in material production cost, skilled workforce labor cost and significant increase in construction work at present. In addition, construction market experiencing inflation and interest rate cost escalation too. Accordingly, responsible bidders are adjusting unit process and are not offering similar work last few years pricing. In addition, that is the reason only two (2) fee proposals received. Potential bidders' current workload is maximized and not able to take additional workload of new contracts.

Another critical factor in received bids cost escalation is that the project is federal funded project. This project has federal construction funds and awarded contractor will be required to comply with all applicable federal regulations and submit required documentations with its progress payments submittals.

In our professional opinion, noted cost variance is acceptable due to current construction market uncertainty and being subject to federal regulations compliance. Hence, it is Augusta Engineering recommendation to accept received fee with cost reduction options consideration during construction.

Thank you.

/s:hm

cc: Darrell White & Nancy Williams, Procurement Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File



Augusta Georgia  
Multiple Funding Sources  
Project Budgets

Item 38.

Department	Engineering & Environmental Services
Project Name:	Robert C Daniel Parkway @ Wheeler Rd - PI 12866
Project Description:	Entering into Construction Agreement with E. R. Snell for Robert C Dnaiel @ Wheeler Rd Intersection Improvements project (TIP)
Start Date:	5/1/2024
Completion Date:	2024-2025
Project Phase - (Design or Construction)	CST
total Project Budget (all Sources )	2,673,822

Funding						
Source of Funds (SPLOST, TIA, LMIG, etc)	FHWA (Fed)	SPLOST 8				TOTAL
FHWA - Federal Funding	1,360,000	-				1,360,000
Local Match (Traffic Safety)	-	340,000				340,000
Additional - SPLOST (Traffic Safety)		160,000				160,000
Additional - SPLOST (Traffic Operations)		313,822				313,822
Additional - SPLOST (Resurfacing)		500,000				500,000
						-
Total Funding	1,360,000	1,313,822	-	-		2,673,822

Expenditures						
Description	Object Code					
Roads (RCD)	54.14110	1,360,000	-	-	-	1,360,000
Roads (RCD)	54.14110		1,313,822	-	-	1,313,822
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL		1,360,000	1,313,822	-	-	2,673,822
Variance (should be -0-)		-	0	-	-	0

**AUGUSTA ENGINEERING DEPARTMENT**  
**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT**  
**SECTION 3: BID PROPOSAL**

Date: 8/16/23

Gentlemen:

In compliance with your invitation for bids dated August 16, 2023, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY**  
**PI# 0012866**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Two million, six hundred seventy three thousand, eight hundred DOLLARS  
(\$2,673,822.32) twenty two dollars and thirty two cents

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 365 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

1

8/16/23

Respectfully submitted:

ER. Snell Contractor Inc.  
 (Name of the Firm)

1785 Oak Rd Snellville GA 30078  
 (Business Address)

By: TRW

Title: Vice President

## AUGUSTA ENGINEERING DEPARTMENT

## CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT

000-1000	Force Account	1	LS	\$50,000	\$50,000
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CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL -- 0012866	1	LS	180500.00	180,500.00
156-0100	GPS DATA COLLECTION AND SUBMITTAL - 0012866	1	LS	26900.00	26,900.00
207-0203	FOUND BK FILL MATL, TP II	50	CY	186.00	9,300.00
210-0100	GRADING COMPLETE -- 0012866	1	LS	824700.00	824,700.00
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	630	SY	76.00	47,880.00
318-3000	AGGR SURF CRS	25	TN	133.00	3,325.00
441-0104	CONC SIDEWALK, 4 IN	100	SY	149.00	14,900.00
441-0108	CONC SIDEWALK, 8 IN	115	SY	185.00	21,275.00
441-0740	CONCRETE MEDIAN, 4 IN	90	SY	203.00	18,270.00
441-0748	CONCRETE MEDIAN, 6 IN	270	SY	153.00	41,310.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	180	LF	48.25	8,685.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	280	LF	52.25	14,630.00
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	1820	LF	44.00	80,080.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	640	LF	17.25	11,040.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	35	CY	438.00	15,330.00
634-1200	RIGHT OF WAY MARKERS	4	EA	467.00	1,868.00
999-5200	DETECTABLE WARNING SURFACE	40	SF	85.00	3,400.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	30	TN	475.00	14,250.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	104	TN	185.00	17,815.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	70	TN	316.00	32,864.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME	963	TN	417.00	29,190.00
413-0750	TACK COAT	1200	GL	4.05	4,860.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	10700	SY	7.15	76,505.00
550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	478	LF	—	—
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	120.00	40,200.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	102.00	18,156.00
600-0001	FLOWABLE FILL	5	CY	1430.00	7,150.00
611-3311	RECONSTR MISC ROADWAY STRUCTURES	5	EA	11500.00	57,500.00
668-1100	CATCH BASIN, GP 1	5	EA	13800.00	69,000.00
668-2100	DROP INLET, GP 1	4	EA	9130.00	36,520.00
668-4300	STORM SEWER MANHOLE, TP 1	3	EA	9130.00	27,390.00

**AUGUSTA ENGINEERING DEPARTMENT**  
**CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT**

163-0232	TEMPORARY GRASSING	0.10	AC	1460.00	146.00
163-0240	MULCH	1	TN	1110.00	1,110.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	1	EA	2430.00	2,430.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	14	EA	579.00	8,106.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	92	LF	.13	11.96
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	1350.00	1,350.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	14	EA	221.00	3,094.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	1410.00	1,410.00
171-0010	TEMPORARY SILT FENCE, TYPE A	320	LF	11.50	3,680.00
700-7000	AGRICULTURAL LIME	0.15	TN	881.00	132.15
700-8000	FERTILIZER MIXED GRADE	0.05	TN	2140.00	107.00
700-8100	FERTILIZER NITROGEN CONTENT	10	LB	5.00	50.00
700-9300	SOD	140	SY	42.25	5,915.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	170	SF	32.75	5,567.50
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	121	SF	35.25	4,265.25
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	73.50	SF	90.25	6,633.38
636-2070	GALV STEEL POSTS, TP 7	374	LF	19.50	7,293.00
639-2002	STEEL WIRE STRAND CABLE, 3/8 IN	100	LF	3.40	340.00
639-5000	PRESTRESSED CONC STRAIN POLE, TP -- 0012866	2	EA	17500.00	35,000.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	18	EA	99.00	1,782.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	5	EA	198.00	990.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3200	LF	1.30	4,160.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2100	LF	1.30	2,730.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	190	LF	15.75	2,992.50
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	3950	LF	4.60	18,170.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	1200	GLF	.86	1,032.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	566	SY	9.90	5,603.40
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	60	SY	9.90	594.00
654-1003	RAISED PVMT MARKERS TP 3	112	EA	9.90	1,108.80
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	73.50	SF	90.25	6,633.38
639-3004	STEEL STRAIN POLE, TP IV - 0012866	4	EA	23700.00	94,800.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 1	1	LS	295300.00	295,300.00
647-2170	PULL BOX, PB-7	1	EA	3590.00	3,590.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	360	LF	7.10	2,556.00
682-9950	DIRECTIONAL BORE -- 0012866	180	LF	199.00	35,820.00
687-1000	TRAFFIC SIGNAL TIMING -- 0012866	1	LS	8050.00	8,050.00
441-0204	PLAIN CONC DITCH PAVING, 4 IN	14	SY	519.00	7,266.00
500-3107	CLASS A CONCRETE, RETAINING WALL	60	CY	1760.00	105,600.00

## AUGUSTA ENGINEERING DEPARTMENT

## CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY PROJECT

515-2020	GALV STEEL PIPE HANDRAIL, 2 IN. ROUND	179	LF	130.00	23,270.00
SUBTOTAL WHEELER ROAT AT ROBERT C. DANIEL PARKWAY		\$2,623,822.32			

FORCE ACCOUNT:	\$50,000
GRAND TOTAL	\$2,673,822.32

## GRAND TOTAL

Two million, six hundred seventy three thousand,  
six hundred twenty two dollars and thirty two cents DOLLARS

*TAK*

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."**

**\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**





## Invitation to Bid

Item 38.

Sealed bids will be received at this office until **Wednesday, August 16, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **812 3176 3464**; Passcode: **343591** for furnishing:

### Bid Item #23-184

**Construction Services for CR 601/Wheeler Road at CR 124/CR 2157/Robert C. Daniel Parkway for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$250.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, July 6, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, July 31, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 857 4784 3960; Passcode: 491990.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, August 1, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 110% payment bond will be required for award**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

### TITLE VI

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

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle July 6, 13, 20, 27, 2023  
Metro Courier July 6, 2023

Revised: 2/19/2016



**Bid Opening: Bid Item #23-184 Construction Services for CR 601/Wheeler Road  
at CR 124/CR 2157/Robert C. Daniel Parkway  
for Augusta, GA – Augusta Engineering and Environmental Services Department  
Bid Date: Wednesday, August 16, 2023 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 261  
Total Electronic Notifications (Demandstar): 3  
Georgia Procurement Registry: 1709  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 2  
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Base Bid	Compliance Review 10% DBE Goal
Reeves Construction 1 APAC Industrial Way Augusta, GA 30907	Yes	Yes	667047	Yes	Yes	\$3,243,328.45	Yes
E. R Snell 1785 Oak Rd. Snellville, GA 30018	Yes	Yes	22114	Yes	Yes	\$2,673,822.32	Yes

**Compliance Department****Phyllis Johnson**  
**Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** August 17, 2023

**Subject:** Bid Item # 23-184 – Construction Services for CR 601/Wheeler Rd. at CR 124/CR2157/Robert C. Daniel Parkway

☒ This Bidder/Offeror IS eligible for award. ☐ This Bidder/Offeror IS NOT eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **E.R. Snell Contractor, Inc.** The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-184 – Construction Services for CR 601/Wheeler Rd. at CR 124/CR2157/Robert C. Daniel Parkway for Augusta, Georgia, is 10%. The bidder/offeror has committed to a minimum of 10% and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



**Compliance Department****Phyllis Johnson**  
**Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** August 17, 2023

**Subject:** Bid Item # 23-184 – Construction Services for CR 601/Wheeler Rd. at CR 124/CR2157/Robert C. Daniel Parkway

☒ This Bidder/Offeror IS eligible for award. ☐ This Bidder/Offeror IS NOT eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, Reeves Construction Company. The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-184 – Construction Services for CR 601/Wheeler Rd. at CR 124/CR2157/Robert C. Daniel Parkway for Augusta, Georgia, is 10%. The bidder/offeror has committed to a minimum of 10% and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**Augusta Blueprint & Microfilm, Inc.**  
**3-184 Construction Services for CR 601/Wheeler Rd at CR 124/CR2157/Robert C. Daniel Pkwy for Augusta, GA - Engineering & Environmental Services Dept**

**Planholders List**

<b>t #</b>	<b>Received By</b>	<b>Delivered</b>	<b>Shipped</b>	<b>Picked-Up /Email</b>	<b>Address</b>	<b>Phone</b>	<b>Fax #</b>
1	Reeves Construction Company			X	1 APAC Industrial Way Augusta, GA 30907 ghamilton@reevescc.com	706-731-5230	706-731-8620
2	E.R. Snell Contractor, Inc.			X	1785 Oak Road Snellville, GA 30078 kpollard@ercnell.com	770-985-0600	
3							
4							
5							

YELLOWSTONE LANDSCAPE - SOUTHEAST LLC 2023-07-10	rtetrault@yellowstonelandscape.com RTETRAULT, RTETRAULT		
YellowLine Asphalt & Construction 2023-07-10	admin@zerochaosadvisors.com Fisher, Ronald	N	NOM
Z & Z PROPERTY ENTERPRISES LLC 2023-07-10	yeszas@gmail.com YESZAS, YESZAS	N	NOM
Z & Z PROPERTY ENTERPRISES LLC 2023-07-10	yeszas@gmail.com SMITH, ZOLTAN		
ZAVERI ENTERPRISES INC 2023-07-10	ZAVERI1@GMAIL.COM GANDHI, SHIRISH	N	NOM
ZAVERI ENTERPRISES, INC. 2023-07-10	zaveri1@gmail.com GANDHI, SHIRISH	N	NOM
ZM 2023-07-10	zdmenne@gmail.com Menne, Zach	N	NOM
cox creative product and construction 2023-07-10	j.cox@coxcreativeproductandconstructioninc.com cox, jet	Y	AFA
f.s. scarbrough 2023-07-10	estimating@fsscscarbrough.com Scarbrough, Franklin	N	NOM
larry l mccord 2023-07-10	llmccord@comcast.net MCCORD, LARRY	Y	AFA
paragon Business Management Services 2023-07-10	Lisa@prt-ps.com Smith, Lisa	N	NOM
rand construction corporation 2023-07-10	agriffin@randcc.com Griffin, Anna	N	NOM
rohadfox Construction Control Services C 2023-07-10	debra.james@rccsc.net James, Debra	Y	AFA
rohadfox Construction Control Services C 2023-07-10	rccsc@rccsc.net Rohadfox, Rebekah J.		

ETHNIC GROUP	COUNT
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African American	90
Asian American	10
Native American	6
Hispanic/Latino	3
Pacific Island/American	1
Non Minority	771
Not Classified	0
Total Number of Vendors	881
Total Number of Contacts	1709

**GRIFFIN CONTRACTING**  
**ATTN: TROY DAVIS**  
**122 PIPEMAKERS CIRCLE**  
**SUITE 207**  
**POOLER, GA 31322**

**ER SNELL CONTRACTOR**  
**1785 OAK ROAD**  
**SNELLVILLE, GA 30078**

**C&H PAVING**  
**204 MAIN STREET**  
**THOMSON, GA 30824**

**SUMMERS CONCRETE CONTRACTING,**  
**INC.**  
**5538 COPPAGE ROAD**  
**HAHIRA, GA 31632**

**ATC SITE CONSTRUCTION**  
**614 BRIGHAM ROAD**  
**NORTH AUGUSTA, SC 29841**

**BLAIR CONSTRUCTION**  
**PO BOX 770**  
**EVANS, GA 30809**

**C.W. MATTHEWS CONTRACTING**  
**1600 KENVIEW DRIVE**  
**MARIETTA, GA 30060**

**J & H GRADING & PAVING**  
**1579 EDGEFIELD HIGHWAY**  
**AIKEN, SC 29801**

**HORIZON CONSTRUCTION**  
**PO BOX 798**  
**EVANS, GA 30809**

**PAVEWAY OF AUGUSTA/AIKEN**  
**306 SILVER BLUFF RD.**  
**AIKEN, SC 29803**

**J&B CONSTRUCTION**  
**3550 GORDON HIGHWAY**  
**GROVETOWN GA 30813**

**BEAM'S CONTRACTING**  
**ATTN: DARRELL CAUDILL**  
**15030 ATOMIC ROAD**  
**BEECH ISLAND, SC 29842**

**GEARIG CIVIL WORKS**  
**322 GRIMAUDE BLVD.**  
**GROVETOWN, GA 30813**

**REEVES CONSTRUCTION**  
**ATTN: GREG HAMILTON**  
**1 APAC INDUSTRIAL WAY**  
**AUGUSTA, GA 30907**

**JHC CORPORATION**  
**15 FRESH BRU DRIVE**  
**NEWNAN, GA 30263**

**GARNTO SOUTHERN CONSTRUCTION,**  
**LLC**  
**ATTN: JASON GARNTO**  
**4811 CLARK DRIVE**  
**EVANS, GA 30809**

**REYNOLDS CONSTRUCTION**  
**300 E. BROAD STREET**  
**FAIRBURN, GA 30213**

**QUALITY PLUS SERVICES INC.**  
**2929 QUALITY DRIVE**  
**PETERBURG, VA 23805**

**Hameed Malik**  
**Engineering & Environmental**  
**Services**

**Tevia Brown**  
**Engineering & Environmental**  
**Services**

**Phyllis Johnson**  
**Compliance**

**Bid Item #23-184 Construction Services for**  
**CR 1502/Barton Chapel Road at SR 10/US 78**  
**for Augusta, GA – Augusta Engineering and**  
**Environmental Services Department**  
**Due: Wednesday, August 16, 2023 @ 3:00 p.m.**

**Bid Item #23-184 Construction Services for**  
**CR 1502/Barton Chapel Road at SR 10/US 78**  
**for Augusta, GA – Augusta Engineering and**  
**Environmental Services Department**  
**Mailed: Thursday, July 6, 2023**

## Planholders

Add Supplier

### Supplier (3)

Supplier 	Download Date
Dodge Data	07/11/2023
E.R. Snell Contractor, Inc.	07/10/2023
Onvia, Inc. - Content Department	07/10/2023

### Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

### Documents



## Committee Meeting

Meeting Date: January 30, 2024

Barton Chapel @ SR10/US 78 (Gordon Hwy) Intersection Improvements

PI # 0012868

Bid #12-183

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services				
<b>Presenter:</b>	Dr. Hameed Malik, Director				
<b>Caption:</b>	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,306,964.25 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improvements Project (PI# 0012868), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012868 Construction Contract. Requested by Engineering. Bid #23-183				
<b>Background:</b>	The Project is one of three traffic flow operational efficiency of various intersections and listed in the Augusta Metropolitan Planning Organization (MPO) TIP. Project cost is partially paid by FHWA federal funds as cost sharing project. The purpose of this project is to gain operation efficiency by widening the intersections to allow for left turn lane. Roadway improvements require relocation of utilities facilities. Project is ready for construction and in letting now.				
<b>Analysis:</b>	Bids were received on August 9, 2023 and were evaluated based on criteria outlined in Bid document. Reeves Construction being the low responsible Bidder. Following contractors submitted proposal.				
	<table> <tr> <td>1. E R Snell Contractor, Inc.</td><td>\$5,483,998.27</td></tr> <tr> <td>2. Reeves Construction Co.</td><td>\$4,306,964.25</td></tr> </table>	1. E R Snell Contractor, Inc.	\$5,483,998.27	2. Reeves Construction Co.	\$4,306,964.25
1. E R Snell Contractor, Inc.	\$5,483,998.27				
2. Reeves Construction Co.	\$4,306,964.25				
<b>Financial Impact:</b>	Funds are available in amount of \$4,306,964.25 Federal: \$3,121,911, SPLOST 8-Traffic Operation: 275,333,25, and GDOT 2024LMIG: \$1,534,102.				
<b>Alternatives:</b>	Do not approve and abandon the project.				
<b>Recommendation:</b>	Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$4,306,964.25 for CR1502/Barton Chapel Road @ SR10/US&78 (Gordon Hwy) Improve				

Project (PI# 0012868), subject to receipt of signed contract, proper bond, and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0012868 Construction Contract. Requested by Engineering. Bid #23-183

**Funds are available in the following accounts:** (\$4,306,964.25) – Allocation is as follows: \$2,497,529 - Federal Funds; \$275,333.25 330-041110


SPLOST 8 (Traffic Operations); \$1,534,102 336-041110 – 2024 LMIG Funds

**REVIEWED AND  
APPROVED BY:**

HM/SR


**ENGINEERING & ENVIR. SVCS. DEPARTMENT****Hameed Malik, Ph.D., P.E., Director****MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Barton Chapel @ Gordon Hwy (SR10/US78) Improvements  
for Augusta, GA -Engineering & Environmental Department  
Cost Variance Justification  
GDOT PI# 0012868 / Bid: 23-183  
File Reference: 23-014(A)



It is recommendation of Augusta Engineering to award Bid 23-183 (Barton Chapel @ Gordon Hwy (SR10/US78) Improvements) project to the lowest qualified bidder, Reeves Construction Company (Reeve) subject to Reeve's bid review by Georgia Department of Transportation (GDOT), project being federal funded project. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon Reeve submitting all required documents such as bid bonds, insurance documents, FHWA required documents (if needed).

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

**cc:** Darrell White & Nancy Williams, Procurement Department  
Compliance Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File





## ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:** Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** Barton Chapel @ Gordon Hwy (SR10/US78) Improvements  
for Augusta, GA -Engineering & Environmental Department  
Cost Variance Justification  
GDOT PI# 0012868 / Bid: 23-183  
File Reference: 23-014(A)

Ms Sams, this memo is to render a justification for cost variance between the "Estimated Cost" and the received Bid Proposal reference the subject project. This project construction consists of road intersection reconstruction & widening, storm sewer, sidewalks, and traffic Signal & operation improvements. Received lowest bid amount is \$4,306,964.25. The project design engineer of record (EOR) construction cost estimate was \$2,233,525.42. Augusta Engineering (AE) conducted internal itemized review of EOR estimate and received lowest bid and it is AE determination that several critical factors contributed to cost variance. Noticeable variables are Traffic Control, Grading Complete, Concrete material & Concrete products (such as pipes), and exclusion of contingency. These are current construction market uncontrolled variables. There is significant cost escalation in material production cost, skilled workforce labor cost and significant increase in construction work at present. In addition, construction market experiencing inflation and interest rate cost escalation too. Accordingly, responsible bidders are adjusting unit process and are not offering similar work last few years pricing. In addition, that is the reason only two (2) fee proposals received. Potential bidders' current workload is maximized and not able to take additional workload of new contracts.

Another critical factor in received bids cost escalation is that the project is federal funded project. This project has federal construction funds and awarded contractor will be required to comply with all applicable federal regulations and submit required documentations with its progress payments submittals.

In our professional opinion, noted cost variance is acceptable due to current construction market uncertainty and being subject to federal regulations compliance. Hence, it is Augusta Engineering recommendation to accept received fee with cost reduction options consideration during construction.

Thank you.

/s:bm

cc: Darrell White & Nancy Williams, Procurement Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File

*Item 39.*

Department	Engineering & Environmental Services
Project Name:	Barton Chapel Road @ Gordon Highway Improvements - PI 12868
Project Description:	Entering into Construction Agreement with Reeves Construction for Barton Chapel Improvements project (TIP)
Start Date:	5/1/2024
Completion Date:	2024-2026
Project Phase - (Design or Construction)	CST
total Project Budget (all Sources )	4,306,964

Funding						
Source of Funds (SPLOST, TIA, LMIG, etc)	FHWA (Fed)	SPLOST 8	2024 LMIG		TOTAL	
FHWA - Federal Funding	2,497,529	-			2,497,529	
Local Match (Traffic Operations)	-	275,333			275,333	
2024 LMIG Funds			349,049		349,049	
2024 LMIG Funds			1,185,053		1,185,053	
					-	
Total Funding	2,497,529	275,333	1,534,102	-	4,306,964	
Expenditures						
Description	Object Code					
Roads (Barton Chapel)	54.14110	2,497,529	-	-	-	2,497,529
SPLOST 8	54.14110	-	275,333	-	-	275,333
LMIG	54.14110	-	-	1,534,102	-	1,534,102
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL		2,497,529	275,333	1,534,102	-	4,306,964
Variance (shoud be -0-)		-	0	-	-	0

## AUGUSTA ENGINEERING DEPARTMENT

## CR 1502/BARTON CHAPEL ROAD @SR 10/US 78 PROJECT

**SECTION 3: BID PROPOSAL**Date: 8/9/2023

Gentlemen:

In compliance with your invitation for bids dated June 29, 2023, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**CR 1502/BARTON CHAPEL ROAD @SR 10/US 78  
PI# 0012868**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Four Million Three Hundred Six Thousand Nine Hundred Sixty Four Dollars Twenty Five Cents **DOLLARS**

(\$ \$4,306,964.25 )

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 545 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:

Addendum Date:

18/2/2023

Respectfully submitted:

Reeves Construction Company  
(Name of the Firm)

1 APAC Industrial Way Augusta, GA 30907  
(Business Address)

By: 

Title: Dallas Suggs, Assistant Secretary

## AUGUSTA ENGINEERING DEPARTMENT

## CR 1502/BARTON CHAPEL ROAD @SR 10/US 78 PROJECT

000-1000	Force Account	1	LS	\$50,000	\$50,000
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BARTON CHAPEL ROAD					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
150-1000	TRAFFIC CONTROL -- 0012868	1	LS	\$570,000.00	\$570,000.00
156-0100	GPS DATA COLLECTION AND SUBMITTAL - 0012868	1	LS	\$4,000.00	\$4,000.00
210-0100	GRADING COMPLETE -- 0012868	1	LS	\$1,012,760.00	\$1,012,760.00
318-3000	AGGR SURF CRS	100	TN	\$95.00	\$9,500.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK	285	SY	\$105.00	\$29,925.00
441-0104	CONC SIDEWALK, 4 IN	900	SY	\$65.00	\$58,500.00
441-0108	CONC SIDEWALK, 8 IN	215	SY	\$130.00	\$27,950.00
441-0748	CONCRETE MEDIAN, 6 IN	350	SY	\$105.00	\$36,750.00
441-4030	CONC VALLEY GUTTER, 8 IN	108	SY	\$110.00	\$11,880.00
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	3430	LF	\$41.00	\$140,630.00
441-6740	CONC CURB & GUTTER, 8 IN X 30 IN, TP 7	780	LF	\$42.00	\$32,760.00
500-3201	CLASS B CONCRETE, RETAINING WALL	33	CY	\$1,200.00	\$39,600.00
610-0213	REM CHAIN LINK FENCE, 6 FT	230	LF	\$20.00	\$4,600.00
634-1200	RIGHT OF WAY MARKERS	29	EA	\$200.00	\$5,800.00
641-1200	GUARDRAIL, TP W	1654	LF	\$30.00	\$49,620.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	8	EA	\$1,750.00	\$14,000.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	3	EA	\$4,000.00	\$12,000.00
643-2153	CH LK FENCE W/EXT ARMS & BARBED WIRE, ZC COAT, 6 FT, 11 GA	327	LF	\$40.00	\$13,080.00
310-1101	GR AGGR BASE CRS, INCL MATL	1232	TN	\$140.00	\$172,480.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	5810	TN	\$125.00	\$726,250.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	348	TN	\$170.00	\$59,160.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	380	TN	\$225.00	\$85,500.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	270	TN	\$225.00	\$60,750.00
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	832	TN	\$150.00	\$124,800.00
413-0750	TACK COAT	1396	GL	\$4.00	\$5,584.00
432-5010	MILL ASPH CONC PVT, VARIABLE DEPTH	13085	SY	\$3.00	\$39,255.00
446-1100	PVT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	3013	LF	\$8.00	\$24,104.00
500-9999	CLASS B CONC, BASE OR PVT WIDENING	20	CY	\$650.00	\$13,000.00
207-0203	FOUND BK FILL MATL, TP II	30	CY	\$225.00	\$6,750.00
441-0050	CONC SLOPE DRAIN	6	SY	\$410.00	\$2,460.00
441-0303	CONC SPILLWAY, TP 3	2	EA	\$3,000.00	\$6,000.00
500-3800	CLASS A CONCRETE, INCL REINF STEEL	10	CY	\$1,650.00	\$16,500.00

**AUGUSTA ENGINEERING DEPARTMENT**  
**CR 1502/BARTON CHAPEL ROAD @SR 10/US 78 PROJECT**

550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	3	LF	\$140.00	\$420.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	262	LF	\$140.00	\$36,680.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	52	LF	\$190.00	\$9,880.00
550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	35	LF	\$100.00	\$3,500.00
550-3000	ELLIPTICAL PIPE - - 38"x60"	33	LF	\$700.00	\$23,100.00
550-4118	FLARED END SECTION 18 IN, SIDE DRAIN	2	EA	\$1,000.00	\$2,000.00
550-4215	FLARED END SECTION 15 IN, SIDE DRAIN	1	EA	\$1,750.00	\$1,750.00
550-4218	FLARED END SECTION 18 IN, STORM DRAIN	2	EA	\$1,750.00	\$3,500.00
550-9000	VIDEO INSPECTION	80	LF	\$25.00	\$2,000.00
611-8050	ADJUST MANHOLE TO GRADE	3	EA	\$2,250.00	\$6,750.00
668-1100	CATCH BASIN, GP 1	5	EA	\$6,750.00	\$33,750.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	10	LF	\$700.00	\$7,000.00
668-2100	DROP INLET, GP 1	5	EA	\$6,650.00	\$33,250.00
668-4300	STORM SEWER MANHOLE, TP 1	1	EA	\$6,650.00	\$6,650.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	2	LF	\$700.00	\$1,400.00
668-5000	JUNCTION BOX	1	EA	\$6,650.00	\$6,650.00
163-0232	TEMPORARY GRASSING	1	AC	\$1,200.00	\$1,200.00
163-0240	MULCH	50	TN	\$100.00	\$5,000.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA	\$2,700.00	\$5,400.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	342	LF	\$9.00	\$3,078.00
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	3	EA	\$2,200.00	\$6,600.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	18	EA	\$155.00	\$2,790.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	1766	LF	\$4.00	\$7,064.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	342	LF	\$20.00	\$6,840.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	\$750.00	\$750.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	18	EA	\$475.00	\$8,550.00
165-0110	MAINTENANCE OF ROCK FILTER DAM	3	EA	\$475.00	\$1,425.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	\$250.00	\$250.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	4	EA	\$1,500.00	\$6,000.00
167-1500	WATER QUALITY INSPECTIONS	18	MO	\$1,500.00	\$27,000.00
170-2000	STAKED SILT RETENTION BARRIER	10	LF	\$40.00	\$400.00
171-0030	TEMPORARY SILT FENCE, TYPE C	3532	LF	\$3.75	\$13,245.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	690	LF	\$2.00	\$1,380.00
169-0025	ENHANCED WET SWALE, NO. - - 1	1	EA	\$8,500.00	\$8,500.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	137	SY	\$115.00	\$15,755.00
603-7000	PLASTIC FILTER FABRIC	137	SY	\$2.50	\$342.50
700-6910	PERMANENT GRASSING	2	AC	\$1,200.00	\$2,400.00
700-7000	AGRICULTURAL LIME	6	TN	\$350.00	\$2,100.00

## AUGUSTA ENGINEERING DEPARTMENT

## CR 1502/BARTON CHAPEL ROAD @SR 10/US 78 PROJECT

700-8000	FERTILIZER MIXED GRADE	0.40	TN	\$900.00	\$360.00
700-8100	FERTILIZER NITROGEN CONTENT	100	LB	\$4.00	\$400.00
700-9300	SOD	3250	SY	\$12.00	\$39,000.00
716-2000	EROSION CONTROL MATS, SLOPES	5145	SY	\$1.50	\$7,717.50
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	22	SF	\$26.00	\$572.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	103	SF	\$28.00	\$2,884.00
636-2070	GALV STEEL POSTS, TP 7	222	LF	\$16.00	\$3,552.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	26	EA	\$100.00	\$2,600.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	5750	LF	\$0.75	\$4,312.50
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	4335	LF	\$0.75	\$3,251.25
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	142	LF	\$12.00	\$1,704.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1120	LF	\$4.00	\$4,480.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	4232	GLF	\$0.50	\$2,116.00
653-4830	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	135	GLF	\$4.00	\$540.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	1173	SY	\$7.50	\$8,797.50
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	218	SY	\$7.50	\$1,635.00
654-1001	RAISED PVMT MARKERS TP 1	60	EA	\$7.50	\$450.00
654-1003	RAISED PVMT MARKERS TP 3	186	EA	\$7.50	\$1,395.00
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 - 0012868	39	SF	\$75.00	\$2,925.00
639-4004	STRAIN POLE, TP IV - 0012868	4	EA	\$18,500.00	\$74,000.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO -- 1	1	LS	\$325,000.00	\$325,000.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN - 0012868	1900	LF	\$9.00	\$17,100.00
682-9950	DIRECTIONAL BORE -- 3 IN-200 LF, 5 IN-550 LF	750	LF	\$22.50	\$16,875.00
687-1000	TRAFFIC SIGNAL TIMING -- 0012868	1	LS	\$15,000.00	\$15,000.00
<b>SUBTOTAL BARTON CHAPEL ROAD</b>		\$4,256,964.25			

<b>FORCE ACCOUNT:</b>	\$50,000
<b>GRAND TOTAL</b>	\$4,306,964.25

## GRAND TOTAL

Four Million Three Hundred Six Thousand Nine Hundred Sixty Four Dollars Twenty Five Cents **DOLLARS**

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE**



## AUGUSTA ENGINEERING DEPARTMENT

CR 1502/BARTON CHAPEL ROAD @SR 10/US 78 PROJECT  
ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."

\*\*\*LS (LUMP SUM) - FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.

## Invitation to Bid

Item 39.

Sealed bids will be received at this office until **Wednesday, August 9, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **840 7019 4687**; Passcode: **862780** for furnishing:

**Bid Item #23-183 Construction Services for CR 1502/Barton Chapel Road at SR 10/US 78 for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$325.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, June 29, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, July 24, 2023 @ 2:00 p.m. Via Zoom Meeting ID: 846 3546 4086; Passcode: 229279.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, July 25, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 110% payment bond will be required for award**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

### TITLE VI

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

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 29, 2023 and July 6, 13, 20, 2023

Metro Courier June 29, 2023

Revised: 2/19/2016





**Bid Opening: Bid Item #23-183 Construction Services for CR 1502/Barton Chapel Road at SR 10/US 78  
for Augusta, GA – Augusta Engineering and Environmental Services Department  
Bid Date: Wednesday, August 9, 2023 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 405  
Total Electronic Notifications (Demandstar): 5  
Georgia Procurement Registry: 73  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 2  
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond 10%	Base Bid	Compliance Review 10% DBE Goal
E.R. Snell Contractor, Inc. 1785 Oak Road Snellville, GA 30078	Yes	Yes	22114	Yes	Yes	\$5,483,998.27	Yes
Reeves Construction Company 1 APAC Industrial Way Augusta, GA 30927	Yes	Yes	667047	Yes	Yes	\$4,306,964.25	Yes

**Compliance Department****Phyllis Johnson**  
**Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** August 15, 2023

**Subject:** Bid Item # 23-183 – Construction Services for CR 1502/Barton Chapel Rd. at SR 10/US 78

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Reeves Construction Company**. The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-183 – Construction Services for CR 1502/Barton Chapel Rd. at SR 10/US 78 for Augusta, Georgia, is **10%**. The bidder/offeror has committed to a minimum of **11.95%** and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



## Compliance Department

Phyllis Johnson  
Compliance Director

## MEMORANDUM

To: Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *Phyllis*

Date: August 15, 2023

Subject: Bid Item # 23-183 – Construction Services for CR 1502/Barton Chapel Rd. at SR 10/US 78

☒ This Bidder/Offeror IS eligible for award. ☐ This Bidder/Offeror IS NOT eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **E.R. Snell Contractor, Inc.** The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-183 – Construction Services for CR 1502/Barton Chapel Rd. at SR 10/US 78 for Augusta, Georgia, is 10%. The bidder/offeror has committed to a minimum of 10.03% and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**Augusta Blueprint & Microfilm, Inc.**  
**#23-183 Construction Services for CR 1502/Barton Chapel Road st SR 10/US 78 for Augusta, GA - Augusta**  
**Engineering & Environmental Services Department**

**Planholders List**

at #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	E.R. Snell Contractor, Inc.			X	1785 Oak Road Snellville, GA kpollard@ersnell.com	770-985-0600	
2	Reeves Construction Company			X	1 APAC Industrial Way Augusta, GA 30907 ghamilton@reevescc.com	706-731-5230	706-731-8620
3							
4							
5							

COMPANY 2023-06-29			
WINTER CONSTRUCTION COMPANY 2023-06-29	msanders@winter-environmental.com MSANDERS, MSANDERS		
WINTER CONSTRUCTION COMPANY 2023-06-29	research@winter-construction.com WINTER, WINTER		
WINTER CONSTRUCTION COMPANY 2023-06-29	sgolias@winter-construction.com SGOLIAS, SGOLIAS		

ETHNIC GROUP	COUNT
African American	3
Asian American	1
Native American	0
Hispanic/Latino	0
Pacific Island/American	1
Non Minority	25
Not Classified	0
Total Number of Vendors	30
Total Number of Contacts	73

[PR\\_bid\\_email\\_list](#)

**GRIFFIN CONTRACTING  
ATTN: TROY DAVIS  
122 PIPEMAKERS CIRCLE  
SUITE 207  
POOLER, GA 31322**

**ER SNELL CONTRACTOR  
1785 OAK ROAD  
SNELLVILLE, GA 30078**

**C&H PAVING  
204 MAIN STREET  
THOMSON, GA 30824**

**SUMMERS CONCRETE  
CONTRACTING, INC.  
5538 COPPAGE ROAD  
HAHIRA, GA 31632**

**ATC SITE CONSTRUCTION  
614 BRIGHAM ROAD  
NORTH AUGUSTA, SC 29841**

**BLAIR CONSTRUCTION  
PO BOX 770  
EVANS, GA 30809**

**C.W. MATTHEWS CONTRACTING  
1600 KENVIEW DRIVE  
MARIETTA, GA 30060**

**J & H GRADING & PAVING  
1579 EDGEFIELD HIGHWAY  
AIKEN, SC 29801**

**HORIZON CONSTRUCTION  
PO BOX 798  
EVANS, GA 30809**

**PAVEWAY OF AUGUSTA/AIKEN  
306 SILVER BLUFF RD.  
AIKEN, SC 29803**

**J&B CONSTRUCTION  
3550 GORDON HIGHWAY  
GROVETOWN GA 30813**

**BEAM'S CONTRACTING  
ATTN: DARRELL CAUDILL  
15030 ATOMIC ROAD  
BEECH ISLAND, SC 29842**

**GEARIG CIVIL WORKS  
322 GRIMAUDE BLVD.  
GROVETOWN, GA 30813**

**REEVES CONSTRUCTION  
ATTN: GREG HAMILTON  
1 APAC INDUSTRIAL WAY  
AUGUSTA, GA 30907**

**JHC CORPORATION  
15 FRESH BRU DRIVE  
NEWNAN, GA 30263**

**GARNTO SOUTHERN  
CONSTRUCTION, LLC  
ATTN: JASON GARNTO  
4811 CLARK DRIVE  
EVANS, GA 30809**

**REYNOLDS CONSTRUCTION  
300 E. BROAD STREET  
FAIRBURN, GA 30213**

**QUALITY PLUS SERVICES INC.  
2929 QUALITY DRIVE  
PETERBURG, VA 23805**

**Hameed Malik  
Engineering & Environmental  
Services**

**Tevia Brown  
Engineering & Environmental  
Services**

**Phyllis Johnson  
Compliance**


Bid Item #23-183 Construction Services for  
CR 1502/Barton Chapel Road at SR 10/US 78  
for Augusta, GA – Augusta Engineering and  
Environmental Services Department  
Due: Wednesday, August 9, 2023 @ 3:00 p.m.

Bid Item #23-183 Construction Services for  
CR 1502/Barton Chapel Road at SR 10/US 78  
for Augusta, GA – Augusta Engineering and  
Environmental Services Department  
Mailed: Thursday, June 29, 2023

## Planholders

Add Supplier

## Supplier (5)

Supplier 	Download Date
Critical Response Strategies (CRS)	06/30/2023
Dodge Data	06/30/2023
E.R. Snell Contractor, Inc.	06/29/2023
Garney Companies, Inc.	06/29/2023
Onvia, Inc. - Content Department	06/29/2023

## Supplier Details

Supplier Name	Critical Response Strategies (CRS)
Contact Name	Steve Pessa
Address	6440 Southpoint Parkway, Suite 300 Suite 300, Jacksonville, FL 32216
Email	spessa@criticalresponsestrategies.com
Phone Number	516-317-4744



### Committee Meeting

Meeting Date: January 30, 2024

James Brown Blvd. (Twiggs St. to Laney Walker Blvd.) PHIII Improvements

GDOT PI # 0013707

Bid #23-173

File Reference: 24 – 014(A)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve award of Construction Contract to JHC Corporation subject to Value Engineering and in the amount of \$1,395,854.70 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0013707 Construction Contract. Requested by Engineering. Bid #23-173
<b>Background:</b>	The Project is phase 3 of James Brown Blvd. Streetscaping improvements Project. The Project is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is partially paid by FHWA federal funds as cost sharing project. The purpose of Phase III is to repair delinquent sidewalk and streetscape features along James Brown Boulevard from Twiggs Street to Laney Walker Boulevard. Alternatively, this project will bring the deficient pedestrian facilities within the project boundary into compliance with the Americans with Disabilities Act (ADA), and also serve to beautify and create a consistent façade for the James Brown Boulevard corridor. Project is ready for construction and in letting now.
<b>Analysis:</b>	Bids were received on July 25, 2023 and were evaluated based on criteria outlined in Bid document. JHC being the low responsible Bidder. Following contractors submitted proposal.  1. JHC Corporation      \$1,395,854.70 2. Reeves Construction Co.   \$1,838,111.00
<b>Financial Impact:</b>	Funds are available in amount of \$1,395,854.70 (Federal funds: \$339,648, and SPLOST 8 Funds: 1,056,207). SPLOST 8 available in \$450,000 (ADA Sidewalks), \$150,000 (On Call Construction), \$106,207 (Sidewalks), and \$350,000 (Resurfacing).
<b>Alternatives:</b>	Do not approve and abandon the project.



**Recommendation:** Approve award of Construction Contract to JHC Corporation subject to Value Engineering and in the amount of \$1,395,854.70 for James Brown Blvd. (Twiggs to Laney Walker Blvd.) Improvements Project (PI# 0013707), subject to receipt of signed contract, proper bonds and other associated documents. Award is also subject to GDOT & Augusta, Georgia execution of PI# 0013707 Construction Contract. Requested by Engineering. Bid #23-173

**Funds are available in the following accounts:** \$1,395,854.70 (\$339,648) 340-041110 - Federal Funds & (\$1,056,207) 330-041110 - SPLOST 8

Allocation is as follows: \$450,000 330-041110 (ADA Sidewalks); \$150,000 330-041110

(On-Call Construction; \$106,207 330-041110 (Sidewalks) \$350,000 330-0411120 (Resurfacing)

**REVIEWED AND  
APPROVED BY:**

HM/SR

**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

**SECTION 3: BID PROPOSAL**

Date: 7/18/2023

Gentlemen:

In compliance with your invitation for bids dated June, 2023 2022, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**JAMES BROWN BLVD (TWIGGS ST TO LANEY WALKER BLVD) PHASE III  
PI# 0013707**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

One million three hundred ninety-six thousand thirty-nine dollars and seventy cents DOLLARS  
(\$1,396,039.70)

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 180 calendar days.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:	Addendum Date:
<u>1</u>	<u>7/7/2023</u>
<u>2</u>	<u>7/10/2023</u>

Respectfully submitted:

JHC Corporation

(Name of the Firm)

15 Fresh Bru Dr  
Newnan, GA 30263

(Business Address)

By: 

Title: James H. Cook, President

**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

<b>000-1000</b>	<b>Force Account</b>	<b>1</b>	<b>LS</b>	<b>\$50,000</b>	<b>\$50,000</b>
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<b>JAMES BROWN BLVD</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
150-1000	TRAFFIC CONTROL - 0013707	1.000	LS	50,000	50,000
210-0100	GRADING COMPLETE - 0013707	1.000	LS	815,000	815,000
402-3103	REC AC 9.5 MM SP, TPII, GP2, INCL BM & HL	14.000	TN	400	5,600
413-0750	TACK COAT	8.000	GL	40	320
441-4020	CONC VALLEY GUTTER, 6 IN	220.000	SY	75	16,500
441-0104	CONC SIDEWALK, 4 IN	500.000	SY	65	32,500
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	479	SY	15	7,185
441-6022	CONC CURB & GUTTER/ 6X30TP2	1435.000	LF	28	40,180
500-9999	CL B CONC, BASE OR PVMT WIDEN	30.000	CY	375	11,250
610-0355	REM CONC CURB & GUTTER ALL SIZ	1440.000	LF	10	14,400
610-2815	REM CONC SIDEWALK	1015.000	SY	20	20,300
900-0039	BRICK PAVERS	2970.000	SF	15	44,550
610-6605	REMOVE LIGHTING STANDARD	7.000	EA	1,000	7,000
680-3600	LIGHTING STD, SPCL DES 66W LED LUMINAIRE WITH 12 FT POLE, COMPLETE, SINGLE HEAD	23.000	EA	6,000	138,000
682-1405	CABLE, TP XHHW, AWG NO 8	5600.000	LF	3	16,800
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	1500.000	LF	10	15,000
682-6233	CONDUIT, NONMETL, TP 3, 2 IN	160.000	LF	3	480
682-8995	POWER SERVICE CABINET	1.000	EA	12,000	12,000
682-9021	ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	4.000	EA	850	3,400
682-9950	DIRECTIONAL BORE - 2 IN	140.000	LF	45	6,300
636-1014	HWY SGN, TP1MAT, REFL SH TP 1	15.000	SF	28	420
636-2070	GALV STEEL POSTS, TP 7	40.000	LF	13	520
636-3010	GROUND-MOUNTED BREAKAWAY SIGN SUPPORT	3.000	EA	1,280	3,840
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	4.000	EA	200	800
653-1501	THERMO SOLID TRAF ST 5 IN, WHI	770.000	LF	1.50	1,155
653-1502	THERMO SOLID TRAF ST, 5 IN YEL	2370.000	LF	1	2,370
653-1704	THERMO SOLID TRAF ST, 24 IN, WH	11.000	LF	12	132
653-1804	THERMO SOLID TRAF ST, 8 IN, WH	540.000	LF	4	2,160
653-3501	THERMO SKIP TRAF ST, 5 IN, WH	350.000	GLF	1	350
654-1001	RAISED PVMT MARKERS TP 1	74.000	EA	12	888
659-5013	HOT APP PRF PLS PM, WRDS OR SYMB, WH, TPP SHARED LANE SYMBOL	3.000	EA	415	1,245
659-7015	H/A PRF PLS PM, BIKE LN MKG, TP P BIKE LANE SYMBOL	4.000	EA	415	1,660
550-1150	STM DR PIPE 15, H 1-10 -	42.000	LF	150	6,300

**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

	REINFORCED CONCRETE PIPE				
610-5705	REM CATCH BASIN	1.000	EA	2,000	2,000
611-3010	RECONSTR DROP INLET, GROUP 1	4.000	EA	3,500	14,000
611-8050	ADJUST MANHOLE TO GRADE	3.000	EA	2,500	7,500
611-8120	ADJUST WATER METER BOX TO GRADE	8.000	EA	125	1,000
665-0250	ADJUST GAS VALVE TO GRADE	1.000	EA	100	100
668-2100	DROP INLET, GROUP 1	1.000	EA	5,500	5,500
670-4000	FIRE HYDRANT	1.000	ES	10,000	10,000
009-3500	MISC LANDSCAPE ITEMS TREE IRRIGATION BAGS	1.000	LS	7,500	7,500
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	17.000	SY	5	85
700-6001	GRASSING COMPLETE - 0013707	0.100	AC	6,500	650
700-9300	SOD	290.000	SY	9	2,610
702-0290	GINKGO BILOBA - 3" CAL	6.000	EA	1,100	6,600
702-7501	TREE PROTECTION BARRIER, TYPE 1	125.000	LF	3	375
702-9025	LANDSCAPE MULCH	100.000	SY	10	1,000
708-1000	PLANT TOPSOIL	15.000	CY	75	1,125
163-0550	CONS & REM INLET SEDIMENT TRAP	6.000	EA	250	1,500
165-0105	MAINT OF INLET SEDIMENT TRAP	6.000	EA	10	60
165-0010	MAINT OF TEMP SILT FENCE, TP A	970.000	LF	0.01	9.70
171-0010	TEMPORARY SILT FENCE, TYPE A	970.000	LF	6	5,820
<b>SUBTOTAL TWIGGS ST TO LANEY WALKER BLVD</b>		<b>1,346,039.70</b>			

<b>FORCE ACCOUNT:</b>	\$50,000
<b>GRAND TOTAL</b>	<b>1,396,039.70</b>

**GRAND TOTAL**

One million three hundred ninety-six thousand thirty-nine dollars and seventy cents **DOLLARS**

**\*GRADING COMPLETE: THE REMOVAL AND DISPOSAL OF ALL MISCELLANEOUS ROADWAY ITEMS, UTILITY ITEMS, AND DRAINAGE ITEMS (I.E. DEMOLITION ITEMS), SHALL BE INCLUDED IN THE ITEM OF GRADING COMPLETE, UNLESS OTHERWISE ESTABLISHED AS SEPARATE CONTRACT ITEMS. THIS WORK SHALL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL OF PAVEMENT, CONCRETE, CURBS, GUTTERS, DRAINAGE STRUCTURES, LIGHT POLES, CONCRETE FOUNDATIONS, ABANDONED**

**AUGUSTA ENGINEERING DEPARTMENT  
DOWNTOWN IMPROVEMENT PROJECT**

**UTILITIES, ABANDONED STREET CAR TRACKS, AND ANY OTHER MISCELLANEOUS REMOVAL ITEMS WHETHER SHOWN ON THE PLANS OR NOT. THE ITEM OF GRADING COMPLETE SHALL ALSO INCLUDE OTHER MISCELLANEOUS ITEMS OF CONSTRUCTION NOT OTHERWISE SHOWN AS A SEPARATE PAY ITEM SUCH AS MOB/DEMOB, GENERAL CLEARING, CUT AND FILL, CONSTRUCTING SHOULDER AND SUBGRADE, SAWCUTTING, FINISH GRADING, CONSTRUCTION LAYOUT, THE HAULING AND DISPOSAL OF UNDESIRABLE OR SURPLUS MATERIALS, THE REMOVAL AND STORAGE OF SALVAGED MATERIALS, REMOVING AND/OR RESETTING MAILBOXES, REMOVING AND/OR RESETTING GATES AND FENCES, REMOVING AND/OR RESETTING IRRIGATION SPRINKER HEADS, BONDS AND INSURANCE, ETC. ALL OF THIS WORK SHALL BE PAID FOR AS GRADING COMPLETE."**

**\*\*\*LS (LUMP SUM) – FOR ALL LUMP SUM ITEMS, ATTACH AN ITEMIZED BREAKDOWN OF LUMP SUM AMOUNT ON SEPARATE SHEET.**

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

**MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:** Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** James Brown Blvd. (Twiggs to Laney Walker-Phase III Improvements for Augusta, GA -Engineering & Environmental Department  
GDOT PI# 0012866 / Bid: 23-173  
File Reference: 23-014(A)

It is recommendation of Augusta Engineering to award Bid 23-173 (James Brown Blvd. (Twiggs to Laney Walker-Phase III Improvements) project to the lowest qualified bidder, JHC Corporation (JHC) subject to JHC's bid review by Georgia Department of Transportation (GDOT), project being federal funded project. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon JHC submitting all required documents such as bid bonds, insurance documents, FHWA required documents (if needed).

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

**cc:** Darrell White & Nancy Williams, Procurement Department  
Compliance Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File






## ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Saturday, September 30, 2023

**SUBJECT:** James Brown Blvd. (Twiggs to Laney Walker-Phase III Improvements for Augusta, GA -Engineering & Environmental Department  
Cost Variance Justification  
GDOT PI# 0013707 / Bid: 23-173  
File Reference: 23-014(A)

Ms Sams, this memo is to render a justification for cost variance between the "Estimated Cost" and the received Bid Proposal reference the subject project. This project is street scraping continuity along James Brown Blvd. Corridor. Phase III improvements limits are Laney Walker to Twiggs Circle. Improvements consist of sidewalks, landscaping and street lighting. Received lowest bid amount is \$1,395,854.70. Design Team construction cost estimate was \$600,000.00. Augusta Engineering (AE) conducted post-bid internal itemized review of initial cost estimate and received lowest bid and it is AE determination that several critical factors contributed to cost variance. Noticeable variables are Traffic Control, Grading Complete, Concrete material, and lighting. These are current construction market uncontrolled variables. There is significant cost escalation in material production cost, skilled workforce labor cost and significant increase in construction work at present. In addition, construction market experiencing inflation and interest rate cost escalation too. Accordingly, responsible bidders are adjusting unit process and are not offering similar work last few years pricing. In addition, that is the reason only two (2) fee proposals received. Potential bidders' current workload is maximized and not able to take additional workload of new contracts.

Another critical factor in received bids cost escalation is that the project is federal funded project. This project has federal construction funds and awarded contractor will be required to comply with all applicable federal regulations and submit required documentations with its progress payments submittals.

In our professional opinion, noted cost variance is acceptable due to current construction market uncertainty and being subject to federal regulations compliance. Hence, it is Augusta Engineering recommendation to accept received fee with cost reduction options consideration during construction.

Thank you.

/s/bm

cc: Darrell White & Nancy Williams, Procurement Department  
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering  
Program File

*Item 40.*

*Item 40.*

<b>Funding</b>					
Source of Funds (SPLOST, TIA, LMIG, etc)	FHWA (Fed)	SPLOST 8			TOTAL
FHWA - Federal Funding	339,648	-			339,648
SPLOST 8 - ADA Sidewalks	-	450,000			450,000
SPLOST 8 - On-Call Construction		150,000			150,000
SPLOST 8 - Sidewalks		106,207			106,207
SPLOST 8 - Resurfacing		350,000			350,000
					-
Total Funding	339,648	1,056,207	-	-	1,395,855
<b>Expenditures</b>					
Description	Object Code				
Roads (FHWA)	54.14110	339,648	-	-	339,648
Roads (SPLOST 8)	54.14110	-	1,056,207	-	1,056,207
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
TOTAL		339,648	1,056,207	-	1,395,855
Variance (should be -0-)		-	-	-	-



## Invitation to Bid

Item 40.

Sealed bids will be received at this office until **Tuesday, July 11, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **884 1774 1415**; Passcode: **450758** for furnishing:

**Bid Item #23-173                      Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker-Blvd.) – Phase III for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from ARC Southern. **The fees for the plans and specifications which are non-refundable is \$200.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.e-arc.com](http://www.e-arc.com)) at no charge through ARC Southern (706 821-0405) beginning **Thursday, June 1, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, June 26, 2023 @ 10:00 a.m. Via Zoom Meeting ID: 841 0944 7200; Passcode: 786906.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, June 27, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle                      June 1, 8, 15, 22, 2023  
Metro Courier                              May 18, 2023

Revised: 2/19/2016



**Bid Opening :Bid Item #23-173 Construction Services for James Brown Blvd.  
(Twiggs St. to Laney Walker-Blvd.) – Phase III  
for Augusta, GA – Augusta Engineering and Environmental Services Department  
Bid Date: Tuesday, July 25, 2023 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 19  
Total Number Specifications Download (Demandstar): 262  
Total Electronic Notifications (Demandstar): 9  
Georgia Procurement Registry: 694  
Total Packages Submitted: 2  
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1, 2, & 3	E-Verify Number	SAVE Form	Bid Bond	Base Bid	Compliance Review of 12% DBE Goal
JHC Corporation 15 Fresh Bru Drive Newnan, GA 30203	Yes	Yes	413897	Yes	Yes	\$1,395,854.70	Yes
Reeves Construction Company 1 APAC Industrial Way Augusta, GA 30907	Yes	Yes	667047	Yes	Yes	\$1,838,111.00	Yes

**Compliance Department****Phyllis Johnson**  
**Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** July 26, 2023

**Subject:** Bid Item # 23-173 – Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker Blvd) – Phase III

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **JHC Corporation**. The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-173 – Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker Blvd) – Phase III for Augusta, Georgia, is **12%**. The bidder/offeror has committed to a minimum of **12%** and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**Compliance Department****Phyllis Johnson**  
**Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *P. Johnson*

**Date:** July 26, 2023

**Subject:** Bid Item # 23-173 – Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker Blvd) – Phase III

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Reeves Construction Company**. The Augusta, Georgia DBE Program for U.S. DOT – FHWA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-173 – Construction Services for James Brown Blvd. (Twiggs St. to Laney Walker Blvd) – Phase III for Augusta, Georgia, is **12%**. The bidder/offeror has committed to a minimum of **12%** and did submit the required forms, is responsive, and has satisfied the good faith efforts.

**This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this Bid, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**GRIFFIN CONTRACTING**  
**ATTN: TROY DAVIS**  
**122 PIPEMAKERS CIRCLE**  
**SUITE 207**  
**POOLER, GA 31322**

**ER SNELL CONTRACTOR**  
**1785 OAK ROAD**  
**SNELLVILLE, GA 30078**

**C&H PAVING**  
**204 MAIN STREET**  
**THOMSON, GA 30824**

**SUMMERS CONCRETE**  
**CONTRACTING, INC.**  
**5538 COPPAGE ROAD**  
**HAHIRA, GA 31632**

**ATC SITE CONSTRUCTION**  
**614 BRIGHAM ROAD**  
**NORTH AUGUSTA, SC 29841**

**BLAIR CONSTRUCTION**  
**PO BOX 770**  
**EVANS, GA 30809**

**C.W. MATTHEWS CONTRACTING**  
**1600 KENVIEW DRIVE**  
**MARIETTA, GA 30060**

**J & H GRADING & PAVING**  
**1579 EDGEFIELD HIGHWAY**  
**AIKEN, SC 29801**

**HORIZON CONSTRUCTION**  
**PO BOX 798**  
**EVANS, GA 30809**

**PAVEWAY OF AUGUSTA/AIKEN**  
**306 SILVER BLUFF RD.**  
**AIKEN, SC 29803**

**J&B CONSTRUCTION**  
**3550 GORDON HIGHWAY**  
**GROVETOWN GA 30813**

**BEAM'S CONTRACTING**  
**ATTN: DARRELL CAUDILL**  
**15030 ATOMIC ROAD**  
**BEECH ISLAND, SC 29842**

**GEARIG CIVIL WORKS**  
**322 GRIMAUDE BLVD.**  
**GROVETOWN, GA 30813**

**REEVES CONSTRUCTION**  
**ATTN: GREG HAMILTON**  
**1 APAC INDUSTRIAL WAY**  
**AUGUSTA, GA 30907**

**JHC CORPORATION**  
**15 FRESH BRU DRIVE**  
**NEWNAN, GA 30263**

**GARNTO SOUTHERN**  
**CONSTRUCTION, LLC**  
**ATTN: JASON GARNTO**  
**4811 CLARK DRIVE**  
**EVANS, GA 30809**

**REYNOLDS CONSTRUCTION**  
**300 E. BROAD STREET**  
**FAIRBURN, GA 30213**

**QUALITY PLUS SERVICES INC.**  
**2929 QUALITY DRIVE**  
**PETERBURG, VA 23805**

**Hameed Malik**  
**Engineering & Environmental**  
**Services**

**June Hamal**  
**Engineering & Environmental**  
**Services**

**Phyllis Johnson**  
**Compliance**

Bid Item #23-173 Construction Services for  
 James Brown Blvd. (Twiggs St to Laney Walker  
 Blvd) Phase III for Augusta Engineering and  
 Environmental Services Department  
 DUE: Tuesday, July 11, 2023 @ 3:00p.m.

Bid Item #23-173 Construction Services for  
 James Brown Blvd. (Twiggs St to Laney  
 Walker Blvd) Phase III for Augusta  
 Engineering and Environmental Services  
 Department  
 Mailed: 06/1/2023

# BIDDERS LIST

BID ITEM # 23-173 COST \$ \_\_\_\_\_

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Kay Lowery	3188 Skinner Mill Rd. Augusta GA 30909	06/14/23	11	AS	AS
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

Planholders

Add Supplier

Supplier (9)

Supplier 	Download Date
ConstructConnect	06/13/2023
Dodge Data	06/14/2023
Gator Dredging	06/13/2023
Gosalia Concrete Constructors, Inc.	06/14/2023
Lawn Monarchz, LLC	07/02/2023
MC Squared Inc	06/14/2023
mcclam and associates inc	06/29/2023
Onvia, Inc. - Content Department	07/07/2023
Silas Septic Service and Portable Toilets	06/17/2023

larry l mccord 2023-06-12	larry.l.mccord@comcast.net MCCORD, LARRY	Y	AFA
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Item 40.

ETHNIC GROUP	COUNT
African American	40
Asian American	3
Native American	9
Hispanic/Latino	2
Pacific Island/American	1
Non Minority	322
Not Classified	0
Total Number of Vendors	377
Total Number of Contacts	694

[PR\\_bid\\_email\\_list](#)





## Committee Meeting

Meeting Date: January 30, 2024

On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations

RFP 19-179

Project Number: N/A

File Reference: 24-014(T)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve continued funding of the current “On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations (CMT Geotech)” Services Contract in the amount of \$350,000 as requested by Engineering. RFP 19-179.
<b>Background:</b>	The on-going TIA/SPLOST funded roadway improvements projects and increase in infrastructure maintenance and emergency repairs to aging infrastructures within the county have placed a significant strain and workload on the Augusta Engineering (AE) in-house engineering construction services resources. AED has over twenty TIA/SPLOST funded roadway, bridge and traffic operation improvements projects presently under construction or about to go into construction. AE has determined it would be beneficial to continue supplementing its engineering resources with On-Call CMT_Geotech Services. The assistance of outside construction services will be temporary thereby, insuring a quality finish product. It is a practical approach to sustain construction quality assurance & quality control (QA/QC) during the project construction phase. Project QA/QC is essential to the production of quality roads and infrastructure.
<b>Analysis:</b>	On August 6, 2019, The Augusta Commission approved On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations contract to ATC Group Services LLC, Matrix Engineering Group, Inc., and MC Squared, Inc. Additional funds allocation to this contract is needed to maintain required level of service for construction projects presently under construction and about to go under construction.
<b>Financial Impact:</b>	Funds are available in the amount of \$350,000 TIA discretionary fund.

**Alternatives:** 1. Do not approve contract award and find alternative way to provide required CMT\_Geotech Construction QA/QC Services and meet TIA construction QA/QC requirements.

**Recommendation:** Approve continued funding of the current “On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/ Quality Control, and Geotechnical Inspections and Investigations (CMT Geotech)” Services Contract in the amount of \$350,000 as requested by Engineering. RFP 19-179.

**Funds are available in the following accounts:** (\$350,000) 236-041110 – TIA Discretionary Funds

**REVIEWED AND** HM/SR  
**APPROVED BY:**

Department	Engineering & Environmental Services		
Project Name:	On-Call Services		
Project Description:	On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/Quality Control, and Geotechnical Inspections and Investigations		
TIA Discretionary Funds	19-179	FUND	236
Start Date:	1/1/2024		
Completion Date:	TBD		
Project Phase - (Design or Construction)	CST		

Project Budget	(List is not inclusive)	
Description	Object Code	Amount
Architects	5212112	-
Engineering	5212115	-
Legal	5212120	-
Office Furniture < \$5,000	5316121	-
land	5411110	-
ROW acquisition	5411120	-
Building Renovations	5413120	-
Building Construction	5413130	-
Roads	5414110	350,000
Bridges	5414210	-
Sidewalks	5414310	-
Streetlights	5414410	-
Traffic Signals	5414610	-
Machinery	5421110	-
Play Ground Equipment	5421130	-
Office Furniture & Fixtures	5423110	-
		-
TOTAL		350,000



**RFP 19-179 On-Call Construction Material Inspection and Testing,  
Construction Monitoring and Quality Assurance/Quality Control and  
Geotechnical Inspections and Investigations  
for Augusta, GA – Engineering Department  
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 10**  
**Total Number Specifications Download (Demandstar): 8**  
**Total Electronic Notifications (Demandstar): 125**  
**Georgia Procurement Registry: 448**  
**Mandatory Pre-Qualifications Conference Attendees: N/A**  
**Total Number Mailed to Local Vendors: 3**  
**Total packages submitted: 9**  
**Total Noncompliant: 0**

<b>VENDORS</b>	<b>Attachment "B"</b>	<b>E-Verify</b>	<b>Save Form</b>	<b>Addendum 1</b>	<b>Fee Proposal</b>	<b>Original</b>	<b>7 Copies</b>
<b>CSRA TESTING &amp; ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904</b>	Yes	138689	Yes	Yes	Yes	Yes	Yes
<b>NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESAW, GA 30144</b>	Yes	124398	Yes	Yes	Yes	Yes	Yes
<b>MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144</b>	Yes	228126	Yes	Yes	Yes	Yes	Yes
<b>WOOD 2677 BUFORD HWY ATLANTA, GA 30324</b>	Yes	44372	Yes	Yes	Yes	Yes	Yes
<b>ATC 1453 GREENE STREET AUGUSTA, GA 30901</b>	Yes	46692	Yes	Yes	Yes	Yes	Yes
<b>GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901</b>	Yes	425070	Yes	Yes	Yes	Yes	Yes
<b>MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909</b>	Yes	46339	Yes	Yes	Yes	Yes	Yes
<b>S &amp; ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909</b>	Yes	53285	Yes	Yes	Yes	Yes	Yes



**RFP 19-179 On-Call Construction Material Inspection and Testing,  
Construction Monitoring and Quality Assurance/Quality Control and  
Geotechnical Inspections and Investigations  
for Augusta, GA – Engineering Department  
RFP Due: Friday, March 29, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 10  
Total Number Specifications Download (Demandstar): 8  
Total Electronic Notifications (Demandstar): 125  
Georgia Procurement Registry: 448  
Mandatory Pre-Qualifications Conference Attendees: N/A  
Total Number Mailed to Local Vendors: 3  
Total packages submitted: 9  
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
EMC ENGINEERING 4424 COLUMBIA RD, SUITE B MARTINEZ, GA 30907	Yes	324715	Yes	Yes	Yes	Yes	Yes



### Committee Meeting

Meeting Date: January 30, 2024

On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations

RFP 19-241

File Reference: 24-014(T)

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<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve continued funding of the current “On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations” Services (CEI Services) Contract in the amount of \$250,000. requested by Engineering. RFP 19-241
<b>Background:</b>	AED has infrastructure improvements for several projects in design and under construction. This trend will continue for the next several years. Majority of the projects are locally funded (SPLOST) and regionally funded (TIA). There are a few federal funded projects too. In addition, AED is responsible for the operation and maintenance of the storm conveyance system, flood control structures (such as dam and levee) and bridges, Traffic operation, and roadway lighting operation and maintenance. The Augusta Engineering Department (AED) supplements small to medium and specialized projects design efforts by on-call professional services from Engineering Professional firms under on-call CEI services contract. The assistance of outside professional engineering services is temporary and helps ensure a quality finished product in timely manner.
<b>Analysis:</b>	On November 2019, The Augusta Commission approved On-Call contract to ZEL Engineers (Now Ardurra), Infrastructure Management Systems, Moreland Altobelli, Hussey Gay Bell and Cranston Engineering being the selected firms. Additional funds allocation to this contract is needed to maintain the required level of design services for the Infrastructure of small to medium projects design and specialty professional services.
<b>Financial Impact:</b>	Funds are available in the amount of \$250,000 in TIA discretionary funds.
<b>Alternatives:</b>	1. Do not approve contract award and find alternative way providing needed Professional Engineering Services for small to medium projects design and specialty professional services.

**Recommendation:** Approve continued funding of the current “On-Call Professional Services for Engineering and Field Design, small to Medium Scale Maintenance Task Design, Regulatory Periodic Inspection Compliance and Structural Inspection & Investigations” Services (CEI Services) Contract in the amount of \$250,000. requested by Engineering. RFP 19-241.

**Funds are available in the following accounts:** (\$250,000) 236-041110 - TIA Discretionary Funds

**REVIEWED AND** HM/SR  
**APPROVED BY:**

Department	Engineering & Environmental Services		
Project Name:	On-Call Services		
Project Description:	On-Call Construction Material Inspection and Testing, Construction Monitoring and Quality Assurance/Quality Control, and Geotechnical Inspections and Investigations		
TIA Discretionary Funds	19-179	FUND	236
Start Date:	1/1/2024		
Completion Date:	TBD		
Project Phase - (Design or Construction)	CST		

Project Budget	(List is not inclusive)	
Description	Object Code	Amount
Architects	5212112	-
Engineering	5212115	-
Legal	5212120	-
Office Furniture < \$5,000	5316121	-
land	5411110	-
ROW acquisition	5411120	-
Building Renovations	5413120	-
Building Construction	5413130	-
Roads	5414110	350,000
Bridges	5414210	-
Sidewalks	5414310	-
Streetlights	5414410	-
Traffic Signals	5414610	-
Machinery	5421110	-
Play Ground Equipment	5421130	-
Office Furniture & Fixtures	5423110	-
		-
TOTAL		350,000





**RFP Opening - RFP Item #19-241**  
**On Call Professional Services for Engineering and Field Design,  
 Small to Medium Scale Maintenance Task Design, Regulatory Periodic  
 Inspection Compliance and Structural Inspections & Investigations  
 for Augusta, GA - Engineering Department**  
**RFP Date: Friday, June 21, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 9  
 Total Number Specifications Download (Demandstar): 5  
 Total Electronic Notifications (Demandstar): 83  
 Georgia Procurement Registry: 608  
 Mandatory Pre-Proposal Conference Attendees: 14  
 Total packages submitted: 5  
 Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	SAVE Form	Original	7 Copies	Fee Proposal
ZEL Engineers 435 Telfair St Augusta, GA 30901	Yes	257101	Yes	Yes	Yes	Yes
Infrastructure Management Systems 1557 Broad St Augusta, GA 30904	Yes	1266225	Yes	Yes	Yes	Yes
Moreland Altobelli 2450 Commerce Ave, Suite 100 Duluth, GA 30096	Yes	53328	Yes	Yes	Yes	Yes
Hussey Gay Bell 2160 Satellite Blvd., Suite 250 Duluth, GA 30097	Yes	398475	Yes	Yes	Yes	Yes
Cranston Engineering 452 Ellis St Augusta, GA 30901	Yes	64684	Yes	Yes	Yes	Yes



## Engineering Services Committee Meeting

Meeting Date: January 30, 2024

Hicks WTP Filter #4 Rehabilitation Bid #23-233

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<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne
<b>Caption:</b>	Approval of Bid #23-233 for the Rehabilitation of Filter #4 at the Hicks WTP to Rehab Construction Co. in the Amount of \$791,568.00.
<b>Background:</b>	<p>This Project will consist of the rehabilitation of Filter #4 at the Hicks Water Treatment Plant. This filter has not been operating efficiently for several months. Due to increase water demand in the southern part of the county, AUD needs all four of the filters at the plant working at optimal level.</p> <p>Since, this bid has been received for this project Filter #3 at the Plant has recently failed. AUD would like to amend the bid wording to allow for the repair of Filter #3 in the place of Filter #4. As Filter #4 and Filter #3 are identical, no changes are needed to the plans, specifications, or bid at this time.</p>
<b>Analysis:</b>	Ardurra Engineering and Augusta Utilities Department have reviewed the bid submitted by Rehab Construction Co. The bid for construction services was deemed to be fair and reasonable by Augusta Utilities Department
<b>Financial Impact:</b>	We have reviewed the bid from Rehab Construction Co. and found it to be reasonable. Funding in the amount of \$791,568.00 is available from accounts: 514043410-5425110
<b>Alternatives:</b>	No alternatives are recommended.
<b>Recommendation:</b>	Augusta Utilities Department recommends the Commission approve the Construction Services to Rehab Construction Co. in the amount of \$791,568.00 for Hicks WTP Filter #4 Rehabilitation.
<b>Funds are available in the following accounts:</b>	Funds are available in the following accounts: 514043410-5425110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**From:** [Tate Horton](#)  
**To:** [Wes Byne](#)  
**Cc:** [Chad Hendrix](#)  
**Subject:** FW: [EXTERNAL] Re: Hicks WTP Filter #4 - Bid #23-233  
**Date:** Wednesday, January 24, 2024 4:50:32 PM

---

Wes,

Please see Rehab Construction Co.'s response below.

Thank you,

*Tate Horton*  
Augusta Utilities Department  
452 Walker St., Suite 200  
Augusta, GA 30901  
Office: 706.432.5274  
Mobile: 762.685.8504

---

**From:** Greg Haynes <[ghaynes@rehabconstruction.net](mailto:ghaynes@rehabconstruction.net)>  
**Sent:** Wednesday, January 24, 2024 4:48 PM  
**To:** Tate Horton <[thorton@augustaga.gov](mailto:thorton@augustaga.gov)>  
**Cc:** Rick Haynes <[rhaynes@rehabconstruction.net](mailto:rhaynes@rehabconstruction.net)>  
**Subject:** [EXTERNAL] Re: Hicks WTP Filter #4 - Bid #23-233

Tate,  
Yes, Rehab is willing to perform work on filter 3 for the same scope bid and spec we submitted for.

*Soli Deo Gloria*

*Greg Haynes*  
*Vice President*



Office: 770.922.0806  
Mobile: 678.858.4661

Please visit our website: [rehabconstructioninc.com](http://rehabconstructioninc.com)

*"He made Him who knew no sin to be sin on our behalf, so that we might become the righteousness of God in Him." 2 Corinthians 5:21*

On Wed, Jan 24, 2024 at 4:44 PM Tate Horton <[thorton@augustaga.gov](mailto:thorton@augustaga.gov)> wrote:

Mr. Greg Haynes,

Per our phone conversation, Is Rehab Construction Co. willing to perform work on Filter #3 at the Hicks Water Treatment Plant for the same scope, bid, and specification as stated in Bid #23-233 which your company submitted a bid for.

Thank you,

*Tate Horton*

Augusta Utilities Department

452 Walker St., Suite 200

Augusta, GA 30901

Office: 706.432.5274

Mobile: 762.685.8504

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This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

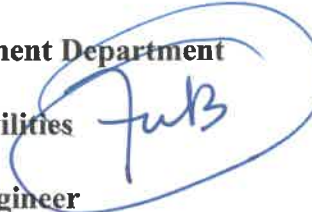
AED:104.1

**[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]**

**UTILITIES DEPARTMENT****Wes Byne, P.E.**  
Director**Chad Hendrix, P.E.**  
Assistant Director**MEMO**

**DATE:** January 24, 2024

**TO:** Geri Sams, Director, Procurement Department

**THROUGH:** Wes Byne, P.E., Director of Utilities 

**FROM:** Tate Horton, Construction Engineer

**SUBJECT:** Approve Bid #23-233 for Hicks WTP Filter #4 Rehabilitation

AUD has reviewed the bid tabulation and submittals received for the above referenced project. Rehab Construction Co. was the lowest bidder.

Rehab Construction Co.'s calculated bid price of \$791,568.00 is over the engineer's estimated cost of \$550,000.00. AUD has secured funding for the bid amount via account number 514043410-5425110 to fund this bid amount. AUD would like to amend the bid wording to allow for the repair of Filter #3 in the place of Filter #4 since, Filter #3 has recently failed. Since Filter #4 and #3 are identical, no changes are needed to the plans, specifications, or bid at this time. Rehab Construction Co. has agreed to this amendment.

AUD concur with the recommended award of Bid Item #23-233 to the lowest responsive bidder, Rehab Construction Co. in the amount of \$791,568.00.

cc: Chad Hendrix, P.E. 

## Invitation to Bid

Item 43.

Sealed bids will be received at this office until **Monday, December 11, 2023 @ 1:00 p.m.** via ZOOM Meeting ID: 857 7780 1991; Passcode: **891838** furnishing:

### Bid Item #23-233

### Hicks WTP Filter #4 Rehabilitation for Augusta, GA – Augusta Utility Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$70.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, October 26, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, November 20, 2023 @ 2:00 p.m. Via Zoom Meeting ID: 833 9725 4050; Passcode: 657602.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, November 21, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the [contractor affidavit](#) as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

Augusta Procurement Department  
Attn: Geri A. Sams, Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      October 26, 2023 and November 2, 9, 16, 2023  
Metro Courier      October 26, 2023  
Revised: 2/19/2016



**Bid Opening: Bid Item #23-233 Hicks WTP Filter #4 Rehabilitation  
for Augusta, GA – Utilities Department  
Bid Date: Monday, December 11, 2023 @ 1:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 10  
Total Electronic Notifications (Demandstar): 379  
Georgia Procurement Registry: 886  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 1  
Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Compliance Review 2% Goal
Rehab Construction Co., Lab 2246 Bethel Road Conyers, GA 30012	Yes	Yes	100538	Yes	Yes	\$791,568.00	Yes

**Compliance Department**

**Phyllis Johnson**  
Compliance Director

**MEMORANDUM**

To: Wes Byne, Director, Utilities Department  
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *Phyllis*

Date: December 13, 2023

Subject: Bid Item # 23-233 – Hicks Water Treatment Plant (WTP) Filter #4 Rehabilitation Project

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Rehab Construction Co., Inc.** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 23-233 – Hicks Water Treatment Plant (WTP) Filter #4 Rehabilitation Project for Augusta, Georgia, is 2%. **The bidder/offeror has committed to a minimum of 0% and did submit the required forms and is responsive and has satisfied good faith efforts.**

**Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.**

**The bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor on a monthly basis to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



**Legacy Water Group**  
**10120 Roberts Way**  
**Covington, Georgia 30014**

**Blair Construction**  
**4308 Evans to Locke Road**  
**Evans, Georgia 30809**

**Beams Contracting**  
**15030 Atomic Road**  
**Beach Island, SC 29842**

**Ruby Collins, Inc.**  
**4806 Wright Drive**  
**Smyrna, Georgia 30082**

**Thomas Pumps**  
**Attn: Sales & Service**  
**105 Enterprise Ave.**  
**Carrollton, Georgia 30117**

**J.S Haren Company**  
**1175 Highway 11 North**  
**Athens, TN 37303**

**Contract Management, Inc.**  
**1827 Killingsworth Road**  
**Augusta, GA 30904**

**Rehab Construction**  
**PO Box 924**  
**Conyers, GA 30012**

**Harper Corporation**  
**312 E Coffee Street**  
**Greenville, SC 29601**

**Pulsair Systems, Inc.**  
**Attn: Sales & Service**  
**PO Box 562**  
**Bellevue, WA 98009-0562**

**Pan America Environmental, Inc.**  
**950 N. Rand Road, Ste 120**  
**Wauconda, IL 60084**

**AMPAC USA**  
**5255-5265 State Street**  
**Montclair, CA 91763**

**Calgon Carbon Corporation**  
**3000 GSK Drive**  
**Moon Township, PA 15108**

**Haren Construction**  
**1715 Hwy 411 N**  
**Etowah, TN 37331**

**Roberts Filter Group**  
**Attn: Bid Department**  
**214 N. Jackson Street**  
**Media, PA 19063**

**Exterran Corporate Headquarters**  
**Attn: Bid Department**  
**4444 Brittmoore**  
**Houston, TX 77041**

**WesTech**  
**3665 S. West Temple**  
**Salt Lake City, UT 84115**

**GE Water & Process Technologies**  
**4636 Somerton Road**  
**Trevose, PA 19053**

**Wes Bynes**  
**Utilities Department**

**Tate Horton**  
**Utilities Department**

**Phyllis Johnson**  
**Compliance**

**Bid Item# 23-233 Hicks Water Treatment**  
**Plant Filter #4 Urgent Rehabilitation for**  
**Augusta, GA Utilities Dept.**  
**Bid Due: Mon 12/11/2023 @ 1:00 pm**

**Bid Item# 23-233 Hicks Water Treatment**  
**Plant Filter #4 Urgent Rehabilitation for**  
**Augusta, GA Utilities Dept.**  
**Bid Mailed: 10/26/2023**

# Augusta Blueprint & Microfilm, Inc.

## 23-233 Hicks WTP Filter #4 Rehabilitation for Augusta, Georgia - Utilities Department

Planholders List

#	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	Rehab Construction Company			X	2246 Bethel Road Conyers, Ga 30012 sdaniel@rehabconstruction.net	770.922-0806	770-922-0507
2	Haren Construction Company, Inc.			X	1715 Highway 411 North Etowah, TN 37331 cosborne@harenconstruction.com	423-263-5661	423-263-5573
3	ConstructConnect			X	3825 Edwards Road Suite #800 Cincinnati, Ohio 45209 Maria.Thurman@constructconnect.com	513-458-5940	
4	Dodge Construction Network			X	2860 S. State Hwy 161, Suite 160 #501 Grand Prairie, TX 75052 darlene.baker-mann@construction.com	844-326-3826 Ext 9246	866-570-8187
5	Aqueous Infrastructure management Inc				P.O. Box 208 Mattapoisett, MA 02739 alisa@aqueousco.com	508-635-1370	
5							
7							
3							

**Tywanna Scott**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, October 27, 2023 2:42 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000011

Dear Tywanna Scott,  
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number:** PE-72155-NONST-2023-000000011  
**Event Title:** 23-233 Hicks WTP Filter #4 Rehabilitation  
**Event Type:** Non-State Agency

Process Log
2023/10/27 14:35:57 : Log starts for - 3031067 - EVENT_RELEASE_TO_SUPL
2023/10/27 14:36:01 : Email Process Log for the Event#: PE-72155-NONST-2023-000000011
2023/10/27 14:36:01 : Email Batch# 2310272538
2023/10/27 14:36:01 : Notification Type: EVENT_RELEASE_TO_SUPL
2023/10/27 14:39:32 : Bad Email not sent to 678/244-6739 of HAZEN AND SAWYER
2023/10/27 14:41:06 : Total No of Contacts found for sending Email: 887
2023/10/27 14:41:06 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000011&sourceSystemType=gpr20>

10/27/2023 02:41:06 PM

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open attachments or respond to requests for information unless you are sure the content is safe.]

## Planholders

[Add Supplier](#)

### Supplier (10)

**Supplier** **Download Date**

Aqueous Infrastructure Management

11/21/2023

Cranston LLC

10/27/2023

D&amp;S Steel inc

10/27/2023

Dodge Data

10/27/2023

Garney Companies, Inc.

10/30/2023

Haren Construction Company, Inc.

11/06/2023

MC Squared Inc

11/06/2023

Muns Services, LLC

10/27/2023

Onvia, Inc. - Content Department

10/27/2023

WGI, Inc.

10/30/2023



## Engineering Services Committee Meeting

Meeting Date: January 30, 2024

### Hicks Water Treatment Plant Emergency Purchase Request

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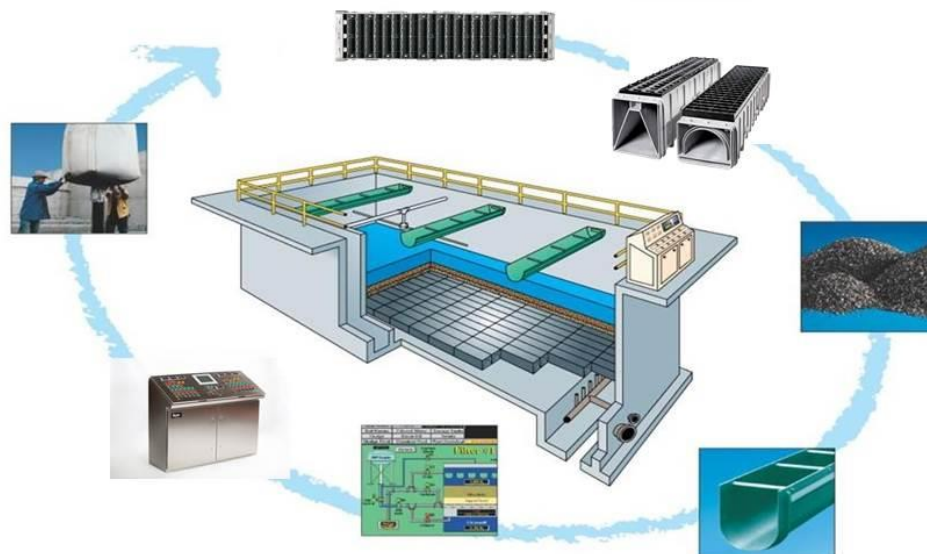
<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne
<b>Caption:</b>	Approve Emergency Purchas Request for materials to repair Filter #3 at the Hicks WTP to Xylem Watter Solutions USA, Inc. in the Amount of \$245,000.00.
<b>Background:</b>	This Project will consist of materials that is needed to repair Filter #3 at the Hicks Water Treatment Plant. Due to the large lead time in getting these materials delivered to the site AUD has decided to purchase these materials and then award the additional construction/installation work through the normal bid process.
<b>Analysis:</b>	Ardurra Engineering and Augusta Utilities Department have reviewed the bid submitted by Xylem Water Solution USA, Inc. The bid for materials was deemed to be fair and reasonable by Augusta Utilities Department.
<b>Financial Impact:</b>	We have reviewed the bid from Xylem Water Solution USA, Inc. and found it to be reasonable. Funding in the amount of \$245,000.00 is available from accounts: 512043410-5425110/82400020-5425110
<b>Alternatives:</b>	No alternatives are recommended.
<b>Recommendation:</b>	Augusta Utilities Department recommends the Commission approve the bid quote to Xylem Water Solution USA, Inc. in the amount of \$245,000.00 for the materials at the Hicks Water Treatment Plant.
<b>Funds are available in the following accounts:</b>	Funds are available in the following accounts: 512043410-5425110/82400020-5425110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



# Proposal

## Hicks WTP

Augusta, GA.



12/7/2023

**Xylem Water Solutions USA, Inc.**  
108 Tomlinson Drive Suite 400  
Zelienople, PA 16063  
Mr. Chris Ball  
Direct: 724-453-2109  
Mobile: 724-713-7145  
Email: chris.ball@xylem.com

12/7/2023

**Project name : Augusta, GA Hicks WTP Filter #4**  
**Project number : I20115 REV06**

To Whom It May Concern:

Based on your inquiry, we are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our equipment and services for the Augusta, GA, Hicks WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Chris Ball  
Senior Sales Engineer

# 1 Technical Description

## 1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using previous Leopold contract M2-3684 and supplied engineering drawings.

### **FILTER UNDERDRAIN SYSTEM FOR FILTER #4:**

#### **LEOPOLD UNIVERSAL® TYPE S® UNDERDRAIN:**

Under this section, we propose to furnish Leopold Universal® Type S® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in two (2) filter cells (one (1) dual bay filter). Each filter cell measures 15'-0" lateral run x 30'-0". The total filter area is 900 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and 316 stainless steel grout mesh. Epoxy, sealant, bonding agents, or other similar materials used during installation are not included and to be provided by others.

Each lateral shall be fitted with an HDPE insert which will be sealed to the underdrain and the filter wall. The inserts will be leveled with a 316 stainless steel angle and attached with 316 stainless steel hardware.

#### **I.M.S® 200 MEDIA RETAINER:**

Under this section, we propose to furnish 900 square feet of I.M.S® 200 media retainer. The scope includes molded thermoplastic I.M.S® 200 media retainer factory installed onto the proposed Leopold Universal® Type XA® Underdrain block prior to shipment.

#### **AIR HEADER PIPING:**

The existing air header piping to remain and be reused.



### **BACKWASH PRESSURE MONITORING:**

Under this section, we propose to furnish two (2) Mechanical Pressure Gauges for this project. The Mechanical Pressure Gauge is to be installed in the backwash supply line after the effluent tee. The pressure gauge is to monitor the head loss across each filter during a typical backwash. Monitoring should be done on a monthly basis. The filters monitored should stay consistent to provide a baseline performance. Pressure readings should always be taken at the same backwash rate for comparison. An increase in pressure, above normal levels is an indication that maintenance is required.

### **FILTER MEDIA:**

Two (2) filter cells, 450 square feet each (one (1) dual bay filter)  
TOTAL FILTER AREA: 900 square feet

985 cubic feet

SILICA SAND – 12" Depth plus  
1/2" skimming allowance and 5% extra  
Effective size: 0.45 mm to 0.55 mm  
Uniformity coefficient: 1.40  
50 Tons

**Anthracite: The Anthracite is to be provided by the plant. (Not by Leopold)**

### **Submittals:**

Materials meet and/or exceed American Water Works Association Standard B100 (latest revision) for Filtering Material. Typical samples and/or test reports detailing the physical and chemical characteristics of the filtering material will be provided for review and approval as required by the specification. If independent testing is required per specification, test reports of the actual material produced will be submitted for approval prior to release for shipment.

### **Packaging and Placement of Materials:**

Material will be packaged in semi-bulk containers, "Super Bags," with lifting sleeves and bottom discharge spout, containing approximately 2,000 to 4,000 pounds per sack. Pallets are included in this proposal.

### **Quantities:**

Quantities indicated above are Xylem Water Solutions USA, Inc best calculations of the quantity requirements. Five percent (5%) extra sand and 8.8% Anthracite is included to cover incidental damage or loss. Any additional loss of material due to storage or handling is not covered by this proposal.

## 1.2 SERVICES

### **MANUFACTURER'S SERVICES (FILTER EQUIPMENT):**

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter equipment** will be provided for a period of six (6) days (8 hr/day) on site in two (2) trips. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter media** will be provided for a period of three (3) days (8 hr/day) on site in one (1) trip. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

The services of a qualified Leopold technical representative to **perform operator training** will be provided for a period of one (1) day (8 hr/day) on site in one (1) trip. Additional services may be obtained at the current prevailing rate plus living and travel expenses.

## 2 Technical Clarification & Deviations

## 3 Price & Scope of Supply

### 3.1 MAIN SCOPE

#### **BASIS of PRICING:**

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation are reviewed by Xylem Water Solutions USA, Inc before acceptance and are subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

-

We do not include any applicable taxes.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc.  
108 Tomlinson Drive Suite 400 Zelienople, PA 16063.

We propose to furnish the material described in this document for a **total selling price of \$245,000.**

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020.

For further information pertaining to the equipment contained in this proposal, please contact our area representative, who is:

Principle Environmental, Inc.  
1770 The Exchange  
Suite 210  
Atlanta, GA 30339  
Phone: 770-952-9444  
Fax: 770-952-7933

Attention: Bob Sender

**Pricing is based on the following payment terms (net 30 days):**

**10% following initial submittal for approval**

**80% following the date of the respective shipments of the product**

**5% following installation, not to exceed 150 days after shipment of the product**  
**(whichever comes first)**

**5% following start-up, not to exceed 180 days after shipment of the product**  
**(whichever comes first)**

## 4

## 5 Commercial Terms & Conditions

### 5.1 DELIVERY SCHEDULE

#### 5.1.1 Production schedule

Submittal of mechanical drawings for approval 4 to 6 weeks after order acceptance.

#### 5.1.2 Delivery time

Delivery of underdrain items and 12 to 14 weeks after drawing approval.

Delivery of filter media 16 to 20 weeks after order acceptance.

**FILTER MEDIA WARRANTY (if applicable):** SELLER warrants that its filter media products will meet the standards established by the latest edition of AWWA (American Water Works Association) B100. SELLER shall be responsible for verifying that the filter media meets or exceeds the AWWA B100 Standard at the point of sale. Testing shall be by an independent laboratory, which regularly performs testing of filter media. BUYER shall notify Xylem Water Solutions USA, Inc. immediately upon discovery of any defective product. The SELLER shall have the right to inspect said product and BUYER shall, if requested, return the defective product to the SELLER with transportation prepaid. NO LIABILITY IS ASSUMED BY THE SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF MEDIA UNLESS PREVIOUSLY APPROVED IN WRITING BY AN AUTHORIZED EMPLOYEE OF THE SELLER.

## 5.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

**AGREEMENT TO PURCHASE:** BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

**ACCEPTANCE:** SELLER hereby accepts BUYER'S offer to purchase.

\_\_\_\_\_  
(BUYER)

Xylem Water Solutions USA, Inc.

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_

**UTILITIES DEPARTMENT****Wes Byne, P.E.**  
*Director***Chad Hendrix, P.E.**  
Assistant Director**MEMO**

**DATE:** January 24, 2024

**TO:** Geri Sams, Director, Procurement Department

**THROUGH:** Wes Byne, P.E., Director of Utilities

**FROM:** Tate Horton, Construction Engineer

**SUBJECT:** Emergency Purchase Request for Hicks WTP Filter #3 Repair

AUD is requesting an Emergency Purchase Request for materials to repair Filter #3 at the Hicks Water Treatment Plant which has recently failed. After consulting with Arudrra Engineering, Design Consultants for Filter #4 rehabilitation at the Hicks Plant, AUD was informed that certain materials that would need to be replaced would not be delivered to the site for 12 to 16 weeks after they were ordered from the manufacture.

Due to the urgency of the situation, AUD has decided to purchase the materials now and have the awarded Contrator from Bid #23-233 perform the installation of the materials. Arudrra contacted Xylem Water Solution USA, Inc. who is the regional distributor of the material to obtain a quote.

Xylem Water Solution USA, Inc. quote was \$245,000.00. Arudrra reviewed the quote and deemed it reasonable and recommended AUD purchase the materials from Xylem Water Solution USA, Inc.

AUD concur with the recommendation and request an award to Xylem Water Solution USA, Inc. in the amount of \$245,000.00.

cc: Chad Hendrix, P.E.



### Commission Meeting

Meeting Date: February 6, 2024

2022 Financial Audit

<b>Department:</b>	Administrator / Finance
<b>Presenter:</b>	Mauldin & Jenkins
<b>Caption:</b>	Receive as information a presentation by Mauldin & Jenkins of the results of the 2022 Financial Audit.
<b>Background:</b>	Annual audited financial reports are required by the State of Georgia and are also necessary to fulfill continuing disclosure requirements after the issuance of bonded debt.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Receive as information a presentation by Mauldin & Jenkins of the results of the 2022 Financial Audit.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Public Safety Committee

Meeting Date: 1/30/2024

Approve MOU Between Augusta, GA and Augusta Technical College

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<b>Department:</b>	Fire
<b>Presenter:</b>	Antonio Burden, Fire Chief/EMA Director
<b>Caption:</b>	Motion to approve the Memorandum of Understanding (MOU) between Augusta, GA and Augusta Technical College and to authorize the mayor to execute all appropriate documents
<b>Background:</b>	This agreement is to promote joint educational and occupational development and collaboration between Augusta, GA and Augusta Technical College.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	None at this time
<b>Recommendation:</b>	To approve the motion to approve the Memorandum of Understanding (MOU) between Augusta, GA and Augusta Technical College
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	Antonio Burden, Fire Chief/EMA Director



MEMORANDUM OF UNDERSTANDING  
Between  
Augusta, Georgia  
and  
Augusta Technical College

This agreement is made between Augusta Technical College and Augusta Fire Department. Augusta Technical College (hereinafter "ATC") is a public institution of higher education located at 3200 Augusta Tech Drive, Augusta, Georgia, 30907. Augusta Fire Department (hereinafter "AFD") is a consolidated government and political subdivision of the State of Georgia, located at 535 Telfair Street, Augusta, Georgia 30901. ATC and AFD will collectively be referred to hereinafter as "Parties".

In the spirit of mutual interest and cooperation the Parties enter into this Memorandum of Understanding (MOU) to promote joint educational and occupational development collaboration and agree as follows:

**ARTICLE 1: SCOPE OF COLLABORATION**

1.1 Areas of Joint Responsibilities include the following:

- Jointly market the program of study to prospective Fire and EMT and AEMT cadets.

1.2 AFD's responsibilities include the following:

- Provide instruction utilizing the Technical College System of Georgia's standardized curriculum for Fire Science, Emergency Medical Technician, and Advanced Emergency Medical Technician.
- Provide a trainer/faculty member from AFD to serve as Program Director of the Fire Science, Emergency Medical Technician and Advanced Emergency Medical Technician programs, and meet all requirements of the Technical College System of Georgia (TCSG) and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- Provide other trainers/faculty members from AFD to serve as Adjunct Instructors in the Fire Science, Emergency Medical Technician and Advanced Emergency Medical Technician programs that meet all requirements of the Technical College System of Georgia (TCSG) and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
- Provide the equipment and tools required to instruct the Fire Science program and will provide select equipment and consumables for the Emergency Medical Technician and Advanced Emergency Medical Technician programs. The equipment and tools will remain the property of AFD. AFD will be responsible for repairing and/or replacing the equipment and tools if necessary.
- In the event of a personnel change within AFD, AFD shall notify the appropriate Dean responsible for the program to modify the Program Director position or Adjunct Faculty.



## Augusta Fire Department/Augusta Technical College MOU

### 1.3 AFD's faculty responsibilities include the following:

- Provide instruction utilizing the Technical College System of Georgia's standardized curriculum for Fire Science, Emergency Medical Technician and Advanced Emergency Medical Technician.
- Academic Program Director from AFD will also be designated a faculty member, who will be responsible for managing curriculum delivery, assessing records, hosting Advisory Board meetings, managing program budget, advising students, and scheduling classes.
- Adjunct Instructors from AFD will fulfill all the requirements of a full-time Instructor (i.e., grading course work, maintaining office hours, attending meetings, etc.)
- Report to the Academic Dean.

### 1.4 ATC's responsibilities include the following:

- All courses for the Fire Science, Emergency Medical Technician, and Advanced Emergency Medical Technician will be transcribed by the college.
- Provide AFD access to college resources to include, but not be limited to, classroom, facilities, information technology, library support, and instructional assistance.
- Provide professional development opportunities to the faculty members.
- Provide a stipend to cover the administrative responsibilities of the Academic Program Director.
- Assist new students with admission and registration tasks.

## ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for a period of three years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude, as planned, unless otherwise agreed in writing.

2.2 A joint evaluation of this MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, this MOU may be renewed, and re-signed, for an additional three (3) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

## ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, political affiliation, sexual orientation, disability, or status as a veteran.

## ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules, and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate any federal, state, or local law, rule, or regulation, the parties agree to negotiate in good faith to revise any, such provision(s).

## Augusta Fire Department/Augusta Technical College MOU

If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

**ARTICLE 5: USE OF NAME**

Neither party shall use the name, logo, likeness, trademarks, images, or other intellectual property of the other party for any advertising, marketing, endorsement, or any other purpose without the specific, prior written consent of an authorized representative of the other party as to each such use.

**ARTICLE 6: ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior discussion, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

This Agreement may subsequently be modified only by a written document executed by both parties:

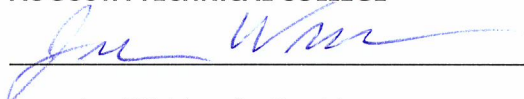
**AUGUSTA, GEORGIA**

\_\_\_\_\_

Garnett Johnson, as its Mayor

Date: \_\_\_\_\_

**AUGUSTA TECHNICAL COLLEGE**

\_\_\_\_\_

Jermaine Whirl, as its President

Date: 1-8-2021

Attest:

\_\_\_\_\_

Lena J. Bonner  
Clerk of Commission

Date: \_\_\_\_\_



## Public Safety Committee

Meeting Date: 1/30/2024

### Vendor Award 23-084 Firefighter Protective Clothing for Augusta Fire Department

<b>Department:</b>	Fire
<b>Presenter:</b>	Antonio Burden, Fire Chief/EMA Director
<b>Caption:</b>	Motion to award Bid Item #23-084 Firefighter Protective Clothing for Augusta Fire Department to NAFECO for a two (2) year award with an option to extend for three (3) additional one (1) year terms.
<b>Background:</b>	The Augusta Fire Department and Procurement Department have concluded the bid process for Bid Item #23-084 Firefighter Protective Clothing for Augusta Fire Department.
<b>Analysis:</b>	The Augusta Fire Department intends to enter into contract with a qualified vendor to provide firefighter protective clothing for all certified firefighters annually and on as needs basis. NAFECO was the most responsive bidder within the allocated budget.
<b>Financial Impact:</b>	\$168,488
<b>Alternatives:</b>	None at this time
<b>Recommendation:</b>	To approve the Motion to award Bid Item #23-084 Firefighter Protective Clothing for Augusta Fire Department to NAFECO
<b>Funds are available in the following accounts:</b>	274034110-5311410
<b><u>REVIEWED AND APPROVED BY:</u></b>	Antonio Burden, Fire Chief/EMA Director

### Invitation to Bid

Sealed bids will be received at this office until **Wednesday, November 15, 2023 @ 11:00 p.m.** for furnishing for **Augusta, GA**  
**Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

**Bid Item #23-084                      Firefighting Protective Clothing for Augusta, GA – Fire Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Gerri A. Sams, Director  
 Augusta Procurement Department  
 535 Telfair Street - Room 605  
 Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department (706-821-2422).

**A Pre Bid Conference will be held on Monday, October 30, 2023 @ 3:00 p.m. via ZOOM. Meeting ID: 857 1446 0211 Passcode: 891133**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, October 31, 2023 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

**Invitation for bids and specifications.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

**Augusta Procurement Department**  
**Attn: Gerri A. Sams, Director of Procurement**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901**  
**Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**

**No bid will be accepted by fax, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle                      October 5,12, 19, 26, 2023  
 Metro Courier                              October 5, 2023



**Bid Item #23-084**  
**Firefighting and Ballistic Protective Clothing**  
**for Augusta, GA – Fire Department**  
**Bid Due: Wednesday, November 15, 2023 @ 11:00 a.m. via ZOOM**

**Total Number Specifications Mailed Out: 28**

**Pre-Bid Conference: N/A**

**Total packages submitted: 1**

**Total Noncompliant: 0**

<b>VENDOR</b>	<b>NAFECO</b> 1515 West Moulton Street Decatur, AL 35601
<b>ATTACHMENT 'B'</b>	Yes
<b>E-VERIFY</b>	163356
<b>SAVE FORM</b>	Yes
<b>SECTION I</b>	
<b>Coat</b>	\$2,098.00*
<b>Pants</b>	\$1,359.00**
<b>Helmet</b>	\$418.30
<b>Hood</b>	\$120.42
<b>Protective Gloves</b>	\$134.84
<b>Boots</b>	\$412.50
<b>SECTION I TOTAL</b>	\$4,543.06
<b>BID DURATION:</b>	
<b>Third year increase %</b>	8%
<b>Fourth year increase%</b>	8% from year 3 price
<b>Fifth year increase %</b>	8% from year 3 price
<b>Delivery</b>	90-120 days
<b>Exceptions</b>	Option for C4 liner in place of K3 *Coat - Add \$100.00 ea **Pants - Add \$100.00 ea

**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

December 15, 2023

Ms. Geri Sams, Procurement Director

Ref: Bid Item 23-084 Firefighter Protective Clothing for Augusta, GA – Fire Department

Dear Ms. Sams:

After careful review of the bids submitted for Bid Item 23-084 Firefighter Protective Clothing for Augusta, GA – Fire Department, I would like to recommend the award to NAFECO. NAFECO was the most responsive and lowest bid returned.

If you require further information or have questions, do not hesitate to call me at 706-821-1640 or 706-821-2933.

Sincerely,

Antonion Burden  
Fire Chief/EMA Director

**COMMAND UNIFORMS BY JOHN**  
**511 BROAD STREET**  
**AUGUSTA, GA 30902**

**ARTISTIC DESIGNS**  
**1809 GORDON HWY**  
**AUGUSTA, GA 30904**

**TEN-8**  
**1591 COLLIER RD**  
**FORSYTH, GA 31029**

**UNIFORMAL UNLIMITED**  
**2047 MARTIN LUTHER KING BLVD**  
**AUGUSTA, GA 30901**

**UNIFORMS UNLIMITED**  
**850 PRINCE AVENUE**  
**ATHENS, GA 30606**

**HAGEMEYER**  
**1730 BARTON CHAPEL ROAD**  
**AUGUSTA, GA 30909**

**SIDNEY'S DEPT STORE & UNIFORM**  
**558 BROAD STREET**  
**AUGUSTA, GA 30901-1420**

**NAFECO**  
**1515 MOULTON STREET, WEST.**  
**DECATUR, AL 35601**

**BENNET FIRE PRODUCTS**  
**ATTN: DANNY BENNETT**  
**195 STOCKWOOD DRIVE, SUITE 170**  
**WOODSTOCK, GA 30188**

**MES**  
**12 Turn berry Ln 2<sup>nd</sup> FL**  
**Sandy Hook, CT 06482**

**EMERGENCY EQUIPT SERVICE, INC.**  
**2718 MIKE PADGETT HWY.**  
**AUGUSTA, GA 30906**

**BERGERON PROTECTIVE CLOTHING**  
**1024 SUNCOOK VALLEY HWY**  
**UNIT 5-D**  
**EPSOM, NH 03234**

**BEST UNIFORMS**  
**1424 CENTER PARK DR**  
**CHARLOTTE NC 28217**

**UNIFIRST**  
**3766 SOUTHSIDE INDUSTRIAL PKWY**  
**ATLANTA, GA 30354**

**UNIVERSAL POLICE SUPPLY CO**  
**ATTN: BID AND CONTRACT DEPARTMENT**  
**2090 E. UNIVERSITY DRIVE # 111**  
**TEMPE, AZ 85281**

**NORTHERN SAFETY & INDUSTRIAL**  
**ATTN: BID AND CONTRACT DEPT**  
**4275 ARCO LANE, SUITE J**  
**CHARLESTON, SC 29418**

**H&R FIRE & SAFETY**  
**ATTN: BID AND CONTRACT DEPT**  
**10 DEAN ROAD**  
**CARTERSVILLE, GA 30121**

**PRIME VENDOR INC**  
**ATTN: BID AND CONTRACT DEPARTMENT**  
**4622 CEDAR AVENUE SUITE 123**  
**WILMINGTON NC 28403**

**BEST UNIFORMS**  
**ATTN: BID AND CONTRACT DEPARTMENT**  
**2716 EXCHANGE DR**  
**WILMINGTON NC 28405**

**MUNICIPAL EMERGENCY EQUIPMENT**  
**12 TURNBERRY LN, 2<sup>ND</sup> FLOOR**  
**SANDY HOOK, CT 06482**

**STROUD SAFETY**  
**4101 SOUTH MAY,**  
**OKLAHOMA CITY, OK 73119**

**LEA RIGDON**  
**FIRE DEPARTMENT**

**PHYLISS JOHNSON**  
**COMPLIANCE DEPT**

**BID ITEM #24-084**  
**FIRE FIGHTING PROTECTIVE CLOTHING**  
**FOR AUGUSTA FIRE DEPT**  
**MAILED: THU. OCT 5, 2023**

**BID ITEM #24-084**  
**FIRE FIGHTING PROTECTIVE CLOTHING**  
**FOR AUGUSTA FIRE DEPARTMENT**  
**BID DUE: WED., NOV 15, 2023 @ 11:00 a.m.**

**FIRELINE INC  
725 PATRICK INDUSTRIAL LANE  
WIDNER, GA 30680**

**Ten-8  
243 W. River Bend Dr.  
Eatonton, GA 31024**

**Municipal Emergency Equipment  
83 Thornhill Dr.  
Brunswick, GA 31525**

**FISHER SCIENTIFIC CO., LLC  
300 INDUSTRIAL DRIVE  
PITTSBURG, PA 15275**

**FIRE ARMOR, LLC  
4521 PGA BLVD. STE 475  
PALM BEACH GARDENS, FL 33418**

**NORTH AMERICA FIRE EQUIPMENT  
CO., INC  
1515 W. MOULTON ST.  
DECATUR, AL 35601**

**DANA SAFETY SUPPLY  
4729 NELSON BROGDON BLVD.  
SUGAR HILL, GA 30518**

**LEA RIGDON  
FIRE DEPARTMENT**

**PHYLISS JOHNSON  
COMPLIANCE DEPT**

**BID ITEM #24-084  
FIRE FIGHTING PROTECTIVE CLOTHING  
FOR AUGUSTA FIRE DEPT  
MAILED: THU. OCT 5, 2023**

**BID ITEM #24-084  
FIREFIGHTING PROTECTIVE CLOTHING  
FOR AUGUSTA FIRE DEPARTMENT  
BID DUE: WED., NOV 15, 2023 @ 11:00 a.m.**

Pg. 2 of 2





### Meeting Name

Meeting Date: EnterTextHere

Item Name

**Department:** Richmond County State Court/DUI Court

**Presenter:** Crystal Page

**Caption:** Motion to approve contracts for contractors providing services to Richmond County DUI and Veterans court.

**Background:** The contractors are providing services to the Richmond County DUI and Veterans court. The effective date of the contract is the effective date of the grant award which is September 20, 2023. All contractors had previous existing contracts that needed to be revised due to previous contracts approved by Chief Judge David Watkins who has since retired as Chief Judge. The attached contracts have been approved by Chief Judge Kellie McIntyre

**Analysis:** None

**Financial Impact:** None

**Alternatives:** None

**Recommendation:** Approve

**Funds are available in the following accounts:** Contractors are paid 100% out of SAMHSA Grant funds awarded to the Richmond County DUI and Veterans Court. 220022641-5212999

**REVIEWED AND APPROVED BY:** N/A

State Court Accountability  
Courts



James H. Ruffin, Jr. Courthouse  
735 James Brown Blvd., Suite 4108  
Augusta, GA 30901

Ashanti L. Pounds  
STATE COURT JUDGE

Crystal Page, Coordinator  
(706) 849-3484

## **AGREEMENT**

**THIS AGREEMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Leann Clemons dba Community Intervention Resources, LLC** (herein "Contractor", collectively referred to as the "Parties.")

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **Leann Clemmons** or the services of RCAC DUI Program Grant Program Coordinator and shall not be modified or altered in any way without the express written agreement of all parties.

### **WITNESSETH THAT:**

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Contractor (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

**WHEREAS**, the Contractor has agreed to provide such services as outlined in this agreement; and,

**WHEREAS**, the public interest will be served by this Agreement; and,

**NOW, THEREFORE**, the Parties hereby do mutually agree as follows:

### **I. SCOPE OF SERVICES AND TERMINATION DATE**

#### **A. Project Description**

SAMHSA Grant Program Coordinator

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts (referred to herein as "State Court" or "Court").

#### **RCAC DUI Program – Program Coordinator**

The Contractor shall provide the following services:

1. Provide administrative and program management tasks for the SAMHSA Treatment Drug Courts grant awarded to Richmond County State Court DUI Court Program.
2. Assist Grant Project Director in planning and organizing programs and activities.
3. Participate in staff meetings and training if required by the Judge or Coordinator.
4. Maintain and ensure quality control of databases and may assist in implementation of performance measurement and data collection tools in compliance with the performance measurement data required for collection and reporting of SAMHSA GPRA measures.
5. Ensure prompt submission of invoices to RCAC not later than the 10<sup>th</sup> of each month.

6. Assist Project Director with other administrative duties.

- C. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.
- D. **Training and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court trainings, conferences, programs, or court sessions without the approval of the Project Director. Such attendance is covered by the overall scope of services.

**E. Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall, after signature of both parties, begin on September 30, 2023, and end on September 29, 2028, if SAMHSA funding is awarded each year. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

## **II. WORK CHANGES**

- A. The Court reserves the right to order changes in the Work to be performed under exhibit "A" by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.
- B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

## **III. COMPENSATION AND METHOD OF PAYMENT**

**A. Grant Program Coordinator:**

The Contractor shall be compensated in the amount of \$3,333.34 per month, with maximum compensation not to exceed \$40,000 annually. Compensation is specifically for grant evaluator services provided for the Accountability Court Programs.

Payment shall be made monthly in the amount as detailed in section one of the document, payable in arrears on the last day of each month throughout the term of this Agreement. Should this Agreement be terminated prior to the expiration of the term set forth above, then payments will be made through the date of termination, and the amount of the monthly payment for any partial month shall be prorated on a per day basis for that month. Contractor acknowledges that that the dollar amount is subject to change due to availability of funds and the Court agrees that they will provide a 30-day notification of the change if changes are necessary.

## **B. Prompt Payment Act**

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

## **IV. COVENANT OF CONTRACTOR**

### **A. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

The Contractor will provide the Court with the appropriate qualified, trained, or experienced, certified, and licensed staff and/or sub-contractors to meet the challenges faced by the criminal justice substance abuse and mental health populations and shall provide the proper documentations to support qualifications. At a minimum, all individual therapy staff will be required to have a license or actively working towards licensure in the field of counseling or substance abuse. Where applicable, all staff who facilitate group sessions will have been trained and certified according to the curriculum that is being facilitated.

### **B. Court's Reliance on the Work**

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

### **C. Assignment of Agreement**

The Contractor agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express, written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to them.

### **D. Responsibility of Contractor and Indemnification of Court**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Court, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the Court or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court, its members, officers, agents, employees, and volunteers shall survive termination of this Agreement.

## **F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court or the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents, or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Court the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.

## **G. Records and Reports**

### **(1) Records:**

- (a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b.) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

### **(2) Reports and Information:**

Upon request, the Contractor shall furnish to the Court any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the Court.

## **H. Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

## **I. Confidentiality**

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.

- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement.  
and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (4) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (5) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (6) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

## V. TERMINATION

- A. The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement.
- B. The Court shall also have the right to terminate this Agreement, or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement, or any services noted herein without cause should budgeted and/or grant funds are not available.
- C. Upon termination, Court shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.
- E. The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## **VI. NOTIFICATIONS:**

- A. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties. Any and all modifications, notices, requests, payments, demands and other communications, required or permitted hereunder, shall be in writing and delivered personally, sent by overnight mail, such as Federal Express, or sent via U.S. certified or Registered Mail, postage prepaid, return receipt requested to the address set forth below or to such other address as either party may specify by notice to the other in accordance with this paragraph.
- B. Notices shall be deemed effective (i) when delivered if personally delivered; (ii) by the date indicated on the receipt if sent by overnight mail; or (iii) three (3) days after deposit in the United States Mail or the date indicated on the return receipt as a delivery date, whichever is earlier, if mailed by certified or registered mail.
- C. If the Contractor should default in the performance of the material provisions of this Agreement and if such default continues uncured for a period of ten (10) days after receipt by the Contractor of written notice from the Judge or County stating this specific default, then the Judge may terminate this Agreement, effective immediately, by delivering written notice of termination to Contractor.

## **VII. NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## **VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

## **IX. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

## **X. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**[THIS SPACE INTENTIONAL LEFT BLANK]**



**IN WITNESS WHEREOF** the County and the Contractor have executed this Agreement effective as of September 30, 2023, the date of the receipt of SAMHSA grant funds to Richmond County State Court Accountability Court Program, The Chairman executes this Agreement on behalf of the County.

**CONTRACTOR**

Lisa Leann Clemons

Print Name

By: Lisa Leann Clemons

Signature

Its: \_\_\_\_\_

[CORPORATE SEAL]

**SIGNED, SEALED, AND DELIVERED**

In the presence of: P. Co

Witness: Theresa Chudoba

Notary Public

[NOTARY SEAL]

**THERESA MARIA CHUDOBA**  
**NOTARY PUBLIC**  
**State of New Hampshire**  
**My Commission Expires**  
**December 22, 2026**

My Commission Expires: 12-22-2026

**RICHMOND COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[COUNTY SEAL]

**SIGNED, SEALED, AND DELIVERED**

In the presence of: \_\_\_\_\_

Witness: \_\_\_\_\_

Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## STATE COURT OF RICHMOND COUNTY

State Court Accountability  
Courts



James H. Ruffin, Jr. Courthouse  
735 James Brown Blvd., Suite 4108  
Augusta, GA 30901

David D. Watkins  
STATE COURT CHIEF JUDGE

Crystal Page, Coordinator  
(706) 849-3484

## AGREEMENT

**THIS AGREEMENT** is effective as of the 30 day of SEPTEMBER, 2023, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and Treatment Centers of America dba Treatment Center of Augusta (herein "Contractor", collectively referred to as the "Parties."

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and Treatment Centers of America dba Treatment Center of Augusta for the services of MAT Treatment Services and shall not be modified or altered in any way without the express written agreement of all parties.

### WITNESSETH THAT:

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Contractor (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

**WHEREAS**, the Contractor has agreed to provide such services as outlined in this agreement; and,

**WHEREAS**, the public interest will be served by this Agreement; and,

**NOW, THEREFORE**, the Parties hereby do mutually agree as follows:

### I. SCOPE OF SERVICES AND TERMINATION DATE

#### A. Project Description

Medication Assisted Treatment Services

#### B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts (referred to herein as "State Court" or "Court").

#### a. The Contractor shall provide the following services:

1. Contractor shall provide supervised MAT services and medical withdrawal care for 3 participants in the Richmond County Accountability Court Program.
2. Complete a face-to-face bio-psychosocial assessment by a qualified and certified licensed professional.
3. Develop a client-specific treatment plan with measurable goals and objectives.
4. Contractor shall provide individual, group, and specialized counseling if required.
5. Contractor shall develop a client-specific evidence-based treatment plan with measurable goals and objectives.

6. Contractor shall submit a monthly progress report to the Richmond County Accountability Court office to include:
    - a. Weekly treatment attendance, all support group meeting attendance, drug screens, written assignments, and recreational activities allowed.
    - b. Provide data as required on SAMHSA GPRA measures.
  7. Contractor will conduct drug testing as needed. A licensed/certified medical professional or an approved authorized, same sex official shall directly observe drug testing. The Contractor further agrees to follow drug testing policy and procedures adopted by the RCAC team. The Contractor will notify the RCAC team of a positive drug screen as soon as it is received, through an email identifying in the subject line POSITIVE UDS.
  8. The Accountability Court Coordinator and other designated staff are permitted to have access and review court client files if requested.
  9. Contractor shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
  10. Contractor shall make available to the RCAC team as directed by the Judge a representative to appear in the AC staffing session and/or testify in court on the compliance and/or non-compliance of the individual enrolled in the MAT Program.
  11. Provide will coordinate care with local residential service Contractors if lack of success in outpatient MAT treatment becomes apparent.
  12. Ensure prompt submission of invoices to RCAC not later than the 10<sup>th</sup> of each month.
- C. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.
- D. **Training and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court trainings, conferences, programs, or court sessions. Such attendance is covered by the overall scope of services.
- E. **Schedule, Completion Date, and Term of Agreement**  
 Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall, after signature of both parties, begin on September 30, 2023, and end on September 29, 2028, if SAMHSA grant funds are awarded each year. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

## II. WORK CHANGES

- A. The Court reserves the right to order changes in the Work to be performed under exhibit "A" by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.
- B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

### III. COMPENSATION AND METHOD OF PAYMENT

#### A. Treatment Contractor:

The Contractor shall be compensated in the amount of \$5,196 per year, per participant with maximum compensation not to exceed \$15,588 annually. Compensation is specifically for treatment services provided for the Accountability Courts Programs.

#### B. Prompt Payment Act

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

### IV. COVENANT OF CONTRACTOR

#### A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

#### B. Court's Reliance on the Work

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

#### C. Assignment of Agreement

The Contractor agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express, written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to them.

#### D. Responsibility of Contractor and Indemnification of Court

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Court, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the Court or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court, its members, officers, agents, employees, and volunteers shall survive termination of this Agreement.

## **F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court or the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents, or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Court the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.

## **G. Records and Reports**

### **(1) Records:**

- (a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b.) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

### **(2) Reports and Information:**

Upon request, the Contractor shall furnish to the Court any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the Court.

## **H. Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

## **I. Confidentiality**

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement.  
and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (4) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (5) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (6) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

## V. TERMINATION

- A. The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement.
- B. The Court shall also have the right to terminate this Agreement, or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement, or any services noted herein without cause should budgeted and/or grant funds are not available.
- C. Upon termination, Court shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.
- E. The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## **VI. NOTIFICATIONS:**

- A. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties. Any and all modifications, notices, requests, payments, demands and other communications, required or permitted hereunder, shall be in writing and delivered personally, sent by overnight mail, such as Federal Express, or sent via U.S. certified or Registered Mail, postage prepaid, return receipt requested to the address set forth below or to such other address as either party may specify by notice to the other in accordance with this paragraph. Notices shall be deemed effective (i) when delivered if personally delivered; (ii) by the date indicated on the receipt if sent by overnight mail; or, (iii) three (3) days after deposit in the United States Mail or the date indicated on the return receipt as a delivery date, whichever is earlier, if mailed by certified or registered mail.
- B. If the Contractor should default in the performance of the material provisions of this Agreement and if such default continues uncured for a period of ten (10) days after receipt by the Contractor of written notice from the Judge or County stating this specific default, then the Judge may terminate this Agreement, effective immediately, by delivering written notice of termination to Contractor.

## **VII. NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## **VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

## **IX. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

## **X. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of September 30, 2023, the date of the receipt of SAMHSA grant funds to Richmond County State Court Accountability Court Program, The Chairman executes this Agreement on behalf of the County.

**CONTRACTOR**

JOHN WARD  
Print Name

By: [Signature]  
Signature

Its: \_\_\_\_\_

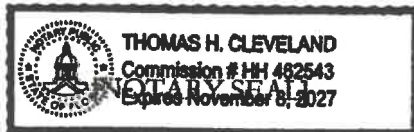
[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

Lindsey Hunningman  
Witness

Thomas Cleveland  
Notary Public



My Commission Expires: Nov 8, 2027

**RICHMOND COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

n

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_



State Court Accountability  
Courts



James H. Ruffin, Jr. Courthouse  
735 James Brown Blvd., Suite 4108  
Augusta, GA 30901

Ashanti L. Pounds  
STATE COURT JUDGE

Crystal Page, Coordinator  
(706) 849-3484

## AGREEMENT

**THIS AGREEMENT** is effective as of the 30<sup>th</sup> day of September, 2023, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Dr. Mark Melton dba Melton Consultants and Investments, LLC** (herein "Contractor", collectively referred to as the "Parties."

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **Dr. Mark Melton** for the services of RCAC DUI Program Grant Program Coordinator and shall not be modified or altered in any way without the express written agreement of all parties.

### WITNESSETH THAT:

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Contractor (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

**WHEREAS**, the Contractor has agreed to provide such services as outlined in this agreement; and,

**WHEREAS**, the public interest will be served by this Agreement; and,

**NOW, THEREFORE**, the Parties hereby do mutually agree as follows:

#### I. SCOPE OF SERVICES AND TERMINATION DATE

##### A. Project Description

SAMHSA Grant RCAC DUI Program Evaluator

##### B. The Work

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts (referred to herein as "State Court" or "Court").

#### RCAC DUI Program – Grant Evaluator

The Contractor shall provide the following services:

1. Provide a multi-tier external evaluation for the SAMHSA Treatment Durg Courts awarded to RCAC DUI Program.
2. Assist Grant Project Director with all formative and outcome measures.
3. Participate in staff meetings and training if required by the Judge or Coordinator.
4. Work with Project Director to implement the data collection plan and collection and reporting of SAMHSA GPRA measures.

### **III. COMPENSATION AND METHOD OF PAYMENT**

#### **A. Grant Evaluator**

The Contractor shall be compensated in the amount of \$3,750 per month, with maximum compensation not to exceed \$45,000 annually. Compensation is specifically for grant evaluator services provided for the Accountability Court Programs.

Payment shall be made monthly in the amount as detailed in section one of the document, payable in arrears on the last day of each month throughout the term of this Agreement. Should this Agreement be terminated prior to the expiration of the term set forth above, then payments will be made through the date of termination, and the amount of the monthly payment for any partial month shall be prorated on a per day basis for that month.

Contractor acknowledges that that the dollar amount is subject to change due to availability of funds and the Court agrees that they will provide a 30-day notification of the change if changes are necessary.

#### **B. Prompt Payment Act**

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

### **IV. COVENANT OF CONTRACTOR**

#### **A. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

The Contractor will provide the Court with the appropriate qualified, trained, or experienced, certified, and licensed staff and/or sub-contractors to meet the challenges faced by the criminal justice substance abuse and mental health populations and shall provide the proper documentations to support qualifications. At a minimum, all individual therapy staff will be required to have a license or actively working towards licensure in the field of counseling or substance abuse. Where applicable, all staff who facilitate group sessions will have been trained and certified according to the curriculum that is being facilitated.

#### **B. Court's Reliance on the Work**

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

#### **C. Assignment of Agreement**

The Contractor agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express, written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to them.

#### **D. Responsibility of Contractor and Indemnification of Court**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement.

## H. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

## I. Confidentiality

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement.  
and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R § 164.501, et seq.
- (4) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (5) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (6) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

(7)

**IX. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**X. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of September 30, 2023, the date of the receipt of SAMHSA grant funds to Richmond County State Court Accountability Court Program, The Chairman executes this Agreement on behalf of the County.

**CONTRACTOR**

Mark A. Melton

Print Name

By: Mark A. Melton

Signature

Its: \_\_\_\_\_

[CORPORATE SEAL]

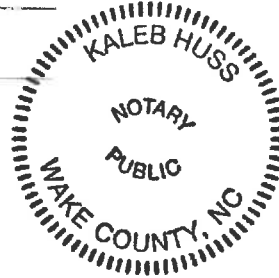
SIGNED, SEALED, AND DELIVERED

In the presence of:

Witness

Notary Public

[NOTARY SEAL]



My Commission Expires April 3, 2028

My Commission Expires: \_\_\_\_\_

**RICHMOND COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## STATE COURT OF RICHMOND COUNTY

State Court Accountability  
Courts

David D. Watkins  
STATE COURT CHIEF JUDGE



James H. Ruffin, Jr. Courthouse  
735 James Brown Blvd., Suite 4108  
Augusta, GA 30901

Crystal Page, Coordinator  
(706) 849-3484

## AGREEMENT

**THIS AGREEMENT** is effective as of the 1<sup>st</sup> day of May, 2019, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Penfield Addiction Ministries** (herein "Contractor", collectively referred to as the "Parties."

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **Penfield Addiction Ministries** for the services of Treatment Provider/Sober Living Program and shall not be modified or altered in any way without the express written agreement of all parties.

### **WITNESSETH THAT:**

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Provider (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

**WHEREAS**, the Contractor has agreed to provide such services as outlined in this agreement; and,

**WHEREAS**, the public interest will be served by this Agreement; and,

**NOW, THEREFORE**, the Parties hereby do mutually agree as follows:

### **I. SCOPE OF SERVICES AND TERMINATION DATE**

#### **A. Project Description**

RCAC Sober Living/Inpatient Treatment Provider

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts (referred to herein as "State Court" or "Court").

#### **a. The Contractor shall provide the following services:**

1. Provide Sober Living Housing and treatment services up to 90 days (may be longer dependent upon treatment plan) for up to 4 male accountability court eligible participants per year.
2. Complete a face to face bio-psychosocial assessment by a qualified and certified licensed professional.
3. Complete individualized clinical assessments at an appointed time and date.
4. Provider shall develop a client-specific evidence based treatment plan with measurable goals and objectives.
5. Provider shall submit a monthly progress report to the Richmond County Accountability Court office to include:

2. Weekly treatment attendance, all support group meeting attendance, drug screens, with assignments, and recreational activities allowed. Participants are not to be given permission to leave the treatment facility to travel outside of the court's jurisdiction without approval from the Accountability Court Coordinator or her appointed representative.
- b. Provide data as required on SAMHSA GPRA measures.
6. Provider will conduct drug testing as needed. A licensed/certified medical professional or an approved authorized, same sex official shall directly observe drug testing. The Provider further agrees to follow drug testing policy and procedures adopted by the RCAC team. The Provider will notify the RCAC team of a positive drug screen as soon as it is received, through an email identifying in the subject line, POSITIVE UDS.
7. The Accountability Court Coordinator and other designated staff are permitted to have access and review court client files if requested.
8. Provider shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
9. Provider shall make available to the RCAC team as directed by the Judge a representative to appear in the AC staffing session and/or testify in court on the compliance and/or non-compliance of the individual enrolled in the Sober Living Program.
10. Ensure prompt submission of invoices to RCAC not later than the 10<sup>th</sup> of each month.
11. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.
12. **Trainings and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court-sanctioned trainings, conferences, programs, or court sessions. Such attendance is covered by the overall scope of services.

### C. **Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall, after signature of both parties, begin on May 1, 2019 and end on September 29, 2023. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

## II. **WORK CHANGES**

- A. The Court reserves the right to order changes in the Work to be performed under exhibit "A" by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.
- B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

## III.

**COMPENSATION AND METHOD OF PAYMENT****A. Treatment Provider:**

The Contractor shall be compensated in the amount of \$1,058.00 per month, with maximum compensation not to exceed \$12,700 annually per participant. Compensation is specifically for treatment services provided for the Accountability Courts Programs.

**B. Prompt Payment Act**

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

## IV.

**COVENANT OF CONTRACTOR****A. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

**B. Court's Reliance on the Work**

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

**C. Assignment of Agreement**

The Contractor agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express, written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to them.

**D. Responsibility of Contractor and Indemnification of Court**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the Court, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the Court or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.



## F. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court or the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Court the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.

## G. Records and Reports

### (1) Records:

(a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b.) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

### (2) Reports and Information:

Upon request, the Contractor shall furnish to the Court any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the Court.

## H. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

### I. Confidentiality

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

(1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.

- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all confidentiality laws and shall be familiar with the following monograph: *Federal Confidentiality Laws and how they affect Mental Health/ Drug Court Practitioners*, National Mental Health/Drug Court Institute (1999).
- (4) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing and medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (5) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (6) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (7) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

## V. TERMINATION

- A. The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement.
- B. The Court shall also have the right to terminate this Agreement or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement or any services noted herein without cause should budgeted and/or grant funds not be available.
- C. Upon termination, Court shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.
- E. The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**VI.****NOTIFICATIONS:**

- A. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties. Any and all modifications, notices, requests, payments, demands and other communications, required or permitted hereunder, shall be in writing and delivered personally, sent by overnight mail, such as Federal Express, or sent via U.S. certified or Registered Mail, postage prepaid, return receipt requested to the address set forth below or to such other address as either party may specify by notice to the other in accordance with this paragraph. Notices shall be deemed effective (i) when delivered if personally delivered; (ii) by the date indicated on the receipt if sent by overnight mail; or, (iii) three (3) days after deposit in the United States Mail or the date indicated on the return receipt as a delivery date, whichever is earlier, if mailed by certified or registered mail.

- B. If the Contractor should default in the performance of the material provisions of this Agreement and if such default continues uncured for a period of ten (10) days after receipt by the Contractor of written notice from the Judge or County stating this specific default, then the Judge may terminate this Agreement, effective immediately, by delivering written notice of termination to Contractor.

**VII.****NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

**VIII.****ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**IX.****WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**X.****SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

[THIS SPACE INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Signature

Its: \_\_\_\_\_

\_\_\_\_\_  
[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

RICHMOND COUNTY

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
In the presence of:  
n

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

State Court Accountability  
Courts

Ashanti L. Pounds  
STATE COURT JUDGE



James H. Ruffin, Jr. Courthouse  
735 James Brown Blvd., Suite 4108  
Augusta, GA 30901

Crystal Page, Coordinator  
(706) 849-3484

## AGREEMENT

**THIS AGREEMENT** is effective as of the 30<sup>th</sup> day of September, 2023, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Community Intervention Resources, LLC** (herein "Contractor", collectively referred to as the "Parties."

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **Community Intervention Resources, LLC** for the services of Treatment Contractor and shall not be modified or altered in any way without the express written agreement of all parties.

### **WITNESSETH THAT:**

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Contractor (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

**WHEREAS**, the Contractor has agreed to provide such services as outlined in this agreement; and,

**WHEREAS**, the public interest will be served by this Agreement; and,

**NOW, THEREFORE**, the Parties hereby do mutually agree as follows:

### **I. SCOPE OF SERVICES AND TERMINATION DATE**

#### **A. Project Description**

Alcohol/Drug Substance Abuse Treatment Services Contractor

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts (referred to herein as "State Court" or "Court").

#### **RCAC DUI Program – Treatment Services**

The Contractor shall provide the following services:

1. Provide individual, group, and/or family counseling with program participants on matters on mental health, alcohol and/or substance abuse toward helping clients achieve sobriety and mental health stabilization; this would include individual crisis intervention counseling on an as needed basis for participants. The contractor will facilitate groups and may be used as a primary therapist on an as needed basis.
2. Provide a Life Skills group that utilizes experiential therapy techniques such as DBT skills and mindfulness activities. Also, uses positive psychology to empower clients and helps them focus on their strengths in response to daily stressors and triggers.

3. Participate in staff meetings and training if required by the Judge or Coordinator.
4. Maintains database for Court and complies with agency administrative procedures, reporting and record keeping functions.
5. Provide Life Skills classes for participants as a tool to assist in the therapeutic treatment of participants.
6. Assist Program Director in conducting regular appraisals of therapeutic skills and effectiveness of all clinical treatment Contractors and may provide training sessions in order to assist treatment Contractors in enhancing skills.
7. Provide data as required on SAMHSA GPRA measures.
8. Contractor shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
9. Contractor will enter data for each participant in the RCAC DUI Court Database in real time.
10. Ensure prompt submission of invoices to RCAC not later than the 10<sup>th</sup> of each month.

C. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.

D. **Training and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court trainings, conferences, programs, or court sessions without the approval of the Project Director. Such attendance is covered by the overall scope of services.

E. **Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall, after signature of both parties, begin on September 30, 2023, and end on September 29, 2028, if SAMHSA funding is awarded each year. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

## II. WORK CHANGES

- A. The Court reserves the right to order changes in the Work to be performed under exhibit "A" by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.
- B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

### III. COMPENSATION AND METHOD OF PAYMENT

#### A. Treatment Contractor:

The Contractor shall be compensated in the amount of \$6,764 annually based on the number of treatment services provided, with maximum compensation not to exceed \$6,764 annually. The RCAC Treatment Program compensation is specifically for treatment services provided for the Accountability Court Programs.

Payment shall be made monthly in the amount as detailed in section one of the document, payable in arrears on the last day of each month throughout the term of this Agreement. Should this Agreement be terminated prior to the expiration of the term set forth above, then payments will be made through the date of termination, and the amount of the monthly payment for any partial month shall be prorated on a per day basis for that month. Contractor acknowledges that the dollar amount is subject to change due to availability of funds and the Court agrees that they will provide a 30-day notification of the change if changes are necessary.

#### B. Prompt Payment Act

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

### IV. COVENANT OF CONTRACTOR

#### A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

The Contractor will provide the Court with the appropriate qualified, trained, or experienced, certified, and licensed staff and/or sub-contractors to meet the challenges faced by the criminal justice substance abuse and mental health populations and shall provide the proper documentations to support qualifications. At a minimum, all individual therapy staff will be required to have a license or actively working towards licensure in the field of counseling or substance abuse. Where applicable, all staff who facilitate group sessions will have been trained and certified according to the curriculum that is being facilitated.

#### B. Court's Reliance on the Work

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

#### C. Assignment of Agreement

The Contractor agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express, written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to them.

#### D. Responsibility of Contractor and Indemnification of Court

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement.



Contractor shall defend, indemnify and hold harmless the Court, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the Court or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court, its members, officers, agents, employees, and volunteers shall survive termination of this Agreement.

#### **F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court or the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents, or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Court the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.

#### **G. Records and Reports**

##### **(1) Records:**

- (a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b.) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

##### **(2) Reports and Information:**

Upon request, the Contractor shall furnish to the Court any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the Court.

## H. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

## I. Confidentiality

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (4) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (5) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (6) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

## V. TERMINATION

- A. The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement.
- B. The Court shall also have the right to terminate this Agreement, or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement, or any services noted herein without cause should budgeted and/or grant funds are not available.
- C. Upon termination, Court shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.
- E. The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. NOTIFICATIONS:

- A. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties. Any and all modifications, notices, requests, payments, demands and other communications, required or permitted hereunder, shall be in writing and delivered personally, sent by overnight mail, such as Federal Express, or sent via U.S. certified or Registered Mail, postage prepaid, return receipt requested to the address set forth below or to such other address as either party may specify by notice to the other in accordance with this paragraph. Notices shall be deemed effective (i) when delivered if personally delivered; (ii) by the date indicated on the receipt if sent by overnight mail; or (iii) three (3) days after deposit in the United States Mail or the date indicated on the return receipt as a delivery date, whichever is earlier, if mailed by certified or registered mail.
- B. If the Contractor should default in the performance of the material provisions of this Agreement and if such default continues uncured for a period of ten (10) days after receipt by the Contractor of written notice from the Judge or County stating this specific default, then the Judge may terminate this Agreement, effective immediately, by delivering written notice of termination to Contractor.

## VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**IX. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**X. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**[THIS SPACE INTENTIONAL LEFT BLANK]**

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of September 30, 2023, the date of the receipt of SAMHSA grant funds to Richmond County State Court Accountability Court Program, The Chairman executes this Agreement on behalf of the County.

**CONTRACTOR**

Lisa Leann Clemons

Print Name

By: Lisa Leann Clemons

Signature

Its: \_\_\_\_\_

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

Witness

Notary Public

[NOTARY SEAL]

**THERESA MARIA CHUDOBA**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
December 22, 2026

My Commission Expires: 12-22-2026

**RICHMOND COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

State Court Accountability  
Courts

Ashanti L. Pounds  
STATE COURT JUDGE



James H. Ruffin, Jr. Courthouse  
735 James Brown Blvd., Suite 4108  
Augusta, GA 30901

Crystal Page, Coordinator  
(706) 849-3484

## AGREEMENT

**THIS AGREEMENT** is effective as of the 30<sup>th</sup> day of September, 2023, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **A Bells Counseling** (herein "Contractor", collectively referred to as the "Parties."

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **A Bells Counseling** for the services of Treatment Contractor and shall not be modified or altered in any way without the express written agreement of all parties.

### WITNESSETH THAT:

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Treatment Contractor (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

**WHEREAS**, the Contractor has agreed to provide such services as outlined in this agreement; and,

**WHEREAS**, the public interest will be served by this Agreement; and,

**NOW, THEREFORE**, the Parties hereby do mutually agree as follows:

### **I. SCOPE OF SERVICES AND TERMINATION DATE**

#### **A. Project Description**

Alcohol/Drug Substance Abuse Treatment Services Contractor

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall perform the following services for those adult offenders referred to the State Court of Richmond County Accountability Courts (referred to herein as "State Court" or "Court").

#### **RCAC DUI Program – Treatment Services**

a. The Contractor shall provide the following services:

1. Provide alcohol/drug substance abuse counseling as outlined in the Richmond County Accountability Court handbook and policy and procedures manual for 40 participants per year.
2. Complete a face-to-face bio-psychosocial assessment by a qualified and certified licensed professional.
3. Complete individualized clinical assessments at an appointed time and date.
4. Contractor shall develop a client-specific evidence-based treatment plan with measurable goals and objectives.

5. Contractor shall submit a monthly progress report to the Richmond County Accountability Court office to include:
  - Weekly treatment attendance, all support group meeting attendance, drug screens, written assignments, and recreational activities allowed.
  - Provide data as required on SAMHSA GPRA measures.
6. Contractor will conduct drug testing as needed. A licensed/certified medical professional or an approved authorized, same sex official shall directly observe drug testing. The Contractor further agrees to follow drug testing policy and procedures adopted by the RCAC team. The Contractor will ensure that all Negative and Positive UDS are in the database utilized by the RCAC team. The Contractor will email the Coordinator and Case Manager of any Positive UDS which the contractor deems an emergency notification to the court is warranted as soon as it is received, through an email identifying in the subject line, POSITIVE UDS.
7. The Accountability Court Coordinator and other designated staff are permitted to have access and review court client files if requested.
8. Contractor shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
9. Contractor shall make available to the RCAC team as directed by the Judge a representative to appear in the AC staffing session and/or testify in court on the compliance and/or non-compliance of the individual enrolled in treatment services.
10. Contractor will enter data for each participant in the RCAC DUI Court Database in real time.
11. Ensure prompt submission of invoices to RCAC not later than the 10<sup>th</sup> of each month.

#### **Extensive Outpatient Treatment Program (EIOP)**

The Contractor shall provide the following services:

1. Provide alcohol/drug substance abuse counseling for 5 participants per year.
2. Complete a face-to-face bio-psychosocial assessment by a qualified and certified licensed professional.
3. Complete individualized clinical assessments at an appointed time and date.
4. Contractor shall develop a client-specific evidence-based treatment plan with measurable goals and objectives.
5. Contractor shall submit a monthly progress report to the Richmond County Accountability Court office to include:
  - Weekly treatment attendance, all support group meeting attendance, drug screens, written assignments, and recreational activities allowed.
  - Provide data as required on SAMHSA GPRA measures.
6. Contractor will conduct drug testing as needed. A licensed/certified medical professional or an approved authorized, same sex official shall directly observe drug testing. The Contractor further agrees to follow drug testing policy and procedures adopted by the RCAC team. The Contractor will notify the RCAC team of a positive drug screen as soon as it is received, through an email identifying in the subject line POSITIVE UDS.
7. The Accountability Court Coordinator and other designated staff are permitted to have access and review court client files if requested.
8. Contractor shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
9. Contractor shall make available to the RCAC team as directed by the Judge a representative to appear in the AC staffing session and/or testify in court on the compliance and/or non-compliance of the individual enrolled in treatment services.
10. Contractor will enter data for each participant in the RCAC DUI Court Database in real time.
11. Ensure prompt submission of invoices to RCAC not later than the 10<sup>th</sup> of each month.



### Intensive Outpatient Program (IOP)

The Contractor shall provide the following services:

1. Provide alcohol/drug substance abuse counseling for 5 participants per year.
2. Complete a face-to-face bio-psychosocial assessment by a qualified and certified licensed professional.
3. Complete individualized clinical assessments at an appointed time and date.
4. Contractor shall develop a client-specific evidence-based treatment plan with measurable goals and objectives.
5. Contractor shall submit a monthly progress report to the Richmond County Accountability Court office to include:
  - Weekly treatment attendance, all support group meeting attendance, drug screens, written assignments, and recreational activities allowed.
  - Provide data as required on SAMHSA GPRA measures.
6. Contractor will conduct drug testing as needed. A licensed/certified medical professional or an approved authorized, same sex official shall directly observe drug testing. The Contractor further agrees to follow drug testing policy and procedures adopted by the RCAC team. The Contractor will notify the RCAC team of a positive drug screen as soon as it is received, through an email identifying in the subject line POSITIVE UDS.
7. The Accountability Court Coordinator and other designated staff are permitted to have access and review court client files if requested.
8. Contractor shall provide for clinical supervision of the counseling staff and substance abuse component of the program.
9. Contractor shall make available to the RCAC team as directed by the Judge a representative to appear in the AC staffing session and/or testify in court on the compliance and/or non-compliance of the individual enrolled in treatment services.
10. Contractor will enter data for each participant in the RCAC DUI Court Database in real time.
11. Ensure prompt submission of invoices to RCAC not later than the 10<sup>th</sup> of each month.

C. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.

D. **Training and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court trainings, conferences, programs, or court sessions without the approval of the Project Director. Such attendance is covered by the overall scope of services.

E. **Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall, after signature of both parties, begin on September 30, 2023, and end on September 29, 2028, as long as SAMHSA funds are awarded each year. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

## II. **WORK CHANGES**

- A. The Court reserves the right to order changes in the Work to be performed under exhibit "A" by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.

- B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

### III. COMPENSATION AND METHOD OF PAYMENT

#### A. Treatment Contractor:

The Contractor shall be compensated in the amount of \$8,533.33 per month based on the number of treatment services provided monthly, with maximum compensation not to exceed \$102,400 annually. The RCAC Treatment Program compensation is specifically for treatment services provided for the Accountability Courts Programs.

The Contractor shall be compensated in the amount of \$1,979.17 per month based on the number of treatment services provided monthly, with maximum compensation not to exceed \$23,750 annually. The RCAC EIOP/IOP Program compensation is specifically for treatment services provided for the Accountability Courts Programs.

Payment shall be made monthly in the amount as detailed in section one of the document, payable in arrears on the last day of each month throughout the term of this Agreement. Should this Agreement be terminated prior to the expiration of the term set forth above, then payments will be made through the date of termination, and the amount of the monthly payment for any partial month shall be prorated on a per day basis for that month. Contractor acknowledges that that the dollar amount is subject to change due to availability of funds and the Court agrees that they will provide a 30-day notification of the change if changes are necessary.

#### B. Prompt Payment Act

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

### IV. COVENANT OF CONTRACTOR

#### A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

#### B. Court's Reliance on the Work

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

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In any and all claims against the Court or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court, its members, officers, agents, employees, and volunteers shall survive termination of this Agreement.

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- (a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

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Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

**VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

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The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**X. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

[THIS SPACE INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

CONTRACTOR

*Renee Bell*

Print Name

By

:

*Renee Bell*  
Signature

Its

:

[CORPORATE SEAL]

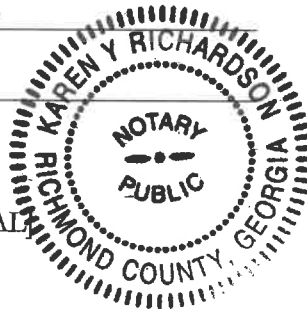
SIGNED, SEALED, AND DELIVERED

In the presence of:

*Karen Y Richardson*  
Witness

Notary Public

[NOTARY SEAL]



My Commission Expires:

Karen Y Richardson

NOTARY PUBLIC

Richmond County, GEORGIA

My Commission Expires 01/09/2026 RICHMOND COUNTY

By

:

Its

:

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

n

Witness

Notary Public

[NOTARY SEAL]



State Court Accountability  
Courts



James H. Ruffin, Jr. Courthouse  
735 James Brown Blvd., Suite 4108  
Augusta, GA 30901

Ashanti L. Pounds  
STATE COURT JUDGE

Crystal Page, Coordinator  
(706) 849-3484

## AGREEMENT

**THIS AGREEMENT** is effective as of the 30<sup>th</sup> day of September, 2023, by and between **AUGUSTA-RICHMOND COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Augusta-Richmond County Board of Commissioners ("County") in conjunction with State Court of Richmond County (Adult DUI, Drug, Mental Health, and Veterans Treatment Courts) and **Resourced Network, Inc.** (herein "Contractor", collectively referred to as the "Parties.")

This Agreement constitutes the entire understanding between The State Court of Richmond County Accountability Courts (RCAC) and **Resourced Network, Inc.** for the services of Treatment Provider/Sober Living Program and shall not be modified or altered in any way without the express written agreement of all parties.

### **WITNESSETH THAT:**

**WHEREAS**, the County and the State Court of Richmond County Accountability Courts desire to obtain a Contractor to provide services generally described as a Community Resource Coordinator (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Contractor has represented that she/he is qualified by training and experience to perform the Work; and,

**WHEREAS**, the Contractor has agreed to provide such services as outlined in this agreement; and,

**WHEREAS**, the public interest will be served by this Agreement; and,

**NOW, THEREFORE**, the Parties hereby do mutually agree as follows:

### **I. SCOPE OF SERVICES AND TERMINATION DATE**

#### **A. Project Description**

Community Resource Coordinator

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of the following:

The Contractor shall provide the following Services:

- a) The Contractor shall utilize the best effort in assisting and advising the Coordinator, the Judge and the County in the development of the Court, which said services shall include, but not necessarily be limited to, the following:
- b) Consults with Coordinator, Judge and team members concerning participants, socio-economic, transportation, housing, and other supportive services.
- c) Provides a consistent, knowledgeable representative(s) to attend staff meetings, meetings and/or provides updates required by Judge or Coordinator, and court sessions and staffings as required to ensure proper information is provided to the court and program coordinator.
- d) Process referrals made to the program from the court and other agencies towards making appropriate recommendations.
- e) Conduct evaluations and surveys of clients as scheduled.

- f) Confer with Coordinator and other counselors as needed toward developing and maintaining individualized community resources to the client.
- g) Participate in ongoing staff meetings and trainings.
- h) Advise as to most current and available resources that assist the client in creating a stable living and working environment.
- i) Provide individual and group meetings to inform clients of available community resources as well as available State and Federal resources that may be available on matters of mental health, alcohol and/or substance abuse, housing, food, transportation, medical assistance that help clients achieve sobriety and mental health stabilization.
- j) Maintains database for Court and complies with agency administrative procedures, reporting and record keeping functions.
- k) Perform such other related duties as may be required.

Item 48.

C. **Communication.** The Contractor shall utilize the Court Coordinator as the Centralized Clearinghouse of Information/Communications.

D. **Training and Court Sessions.** The Contractor will not charge the Court for attendance of its personnel at any court trainings, conferences, programs, or court sessions without the approval of the Project Director. Such attendance is covered by the overall scope of services.

E. **Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall, after signature of both parties, begin on November 15<sup>th</sup> and end on September 29, 2028. In the event of termination of this Agreement by Contractor or by the Court, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

## II. WORK CHANGES

- A. The Court reserves the right to order changes in the Work to be performed under exhibit "A" by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the Court. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. The parties will negotiate to reach an agreement. If an agreement cannot be reached, the original contract scope of work stands.
- B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The State Court Judge assigned to the Accountability Courts, or his/her designee, has authority to execute without further action of the State Court of Richmond County, any change orders to be agreed upon by the Contractor as stated above so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III below.

## III. COMPENSATION AND METHOD OF PAYMENT

### A. Community Resource Coordinator

The contractor shall work on average 60 hours per month/15 hours per week. In some instances, due to mandatory trainings, court related activities or unexpected participant entries, this average may fluctuate. For accounting purposes, Contractor shall provide a report of the hours worked each month to be submitted with an invoice.

Contractor will communicate with the Coordinator in advance an outline of the anticipated days that work will be performed to assist the Coordinator in the overall goals of the Court. It is understood that these dates and times are subject to change and the Contractor agrees in good faith to notify the court as these changes occur within a reasonable time frame.

The County shall pay the Contractor for services rendered throughout this Agreement the sum of \$1,387.00 per month. Payment shall be made monthly in the amount as detailed in section one of the document, payable in arrears on the last day of each month throughout the term of this Agreement. Should this Agreement be terminated prior to the expiration of the term set forth above, then payments will be made through the date of termination, and the amount of the monthly payment for any partial month shall be prorated on a per day basis for that month. Contractor acknowledges that the dollar amount is subject to change due to availability of funds and the Court agrees to that they will provide a 30-day notification of the change if changes are necessary.

#### **B. Prompt Payment Act**

The terms of this agreement supersede any and all provisions of the Georgia Prompt Payment Act.

### **IV. COVENANT OF CONTRACTOR**

#### **A. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the county, recognizing that the Court's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

The Contractor will provide the Court with the appropriate qualified, trained, or experienced, certified and licensed staff and/or sub-contractors to meet the challenges faced by the criminal justice substance abuse and mental health populations and shall provide the proper documentations to support qualifications. At a minimum, all individual therapy staff will be required to have a license or actively working towards licensure in the field of counseling or substance abuse. Where applicable, all staff who facilitates group sessions will have been trained and certified according to the curriculum that is being facilitated.

#### **B. Court's Reliance on the Work**

The Contractor acknowledges and agrees that the Court does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the Court bears no responsibility for Contractor's services performed under this Agreement.

#### **C. Assignment of Agreement**

The Contractor agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without prior express, written consent of the Court. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the Court shall have no obligation to them.

#### **D. Responsibility of Contractor and Indemnification of Court**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement.

Contractor shall defend, indemnify and hold harmless the Court, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the Court or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the Court, its members, officers, agents, employees, and volunteers shall survive termination of this Agreement.

#### **F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the Court or the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the Court the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Court with regard to the results of such services only.

#### **G. Records and Reports**

##### **(1) Records:**

- (a.) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the Court with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b.) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

## **(2) Reports and Information:**

Upon request, the Contractor shall furnish to the Court any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the Court.

## **H. Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Richmond County Code of Ethics.

## **I. Confidentiality**

Contractor acknowledges that it may receive confidential information of the Court and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Court.

The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Circuit information whether specifically deemed confidential or not.

- (1) The Contractor shall not disclose to anyone or any entity other than the designated Court Staff or other court-approved individuals, any description or information concerning the work produced as a result of this AGREEMENT without written permission of the State Court.
- (2) The Contractor acknowledges that in receiving, storing, processing, sharing, or otherwise using or dealing with any treatment information, the Contractor is bound by all Federal and State laws and regulations that govern and guarantee the treatment rights of individuals receiving substance abuse treatment services.
- (3) The Contractor shall comply with all HIPAA and related laws and regulations dealing with releasing and sharing and medical and health care information. The Contractor shall ensure that it and its employees and agents use and disclose "Protected Health Information" of patients (as defined in the Health Insurance Portability and Accountability Act ("HIPAA") privacy rules at 45 C.F.R. § 164.501, et seq.) that The Contractor receives pursuant to this Agreement only to the extent necessary: (i) to perform its specific obligations under this Agreement; and (ii) for its own management and administration and to carry out its legal responsibilities in compliance with 45 C.F.R. § 164.504(e)(2)(i)(A), (e)(4), and all other current or future applicable laws or regulations. Nothing in this Agreement shall be deemed to authorize The Contractor to use or disclose Protected Health Information in violation of any applicable law or regulation, including but not limited to HIPAA privacy rules at 45 C.F.R. § 164.501, et seq.
- (4) The Contractor shall obtain appropriate releases/waivers before releasing a participant's treatment information.
- (5) The Contractor shall make every effort to ensure that confidentiality of participant's identity and information is maintained, inclusive of but not limited to ensuring that the treatment location is secure (and not within the hearing range of outsiders), as well as educating participants about the confidentiality of group/individual treatment sessions.
- (6) The Contractor shall maintain confidentiality of the Accountability Courts participants separate from information on participants in any of its other programs at all times, regardless of relationship or family involvement among these participants. All confidentiality laws related to obtaining appropriate releases/waivers shall be followed by all concerned parties should information need to be disclosed for treatment purposes.

## V. TERMINATION

- A. The Court shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement.
- B. The Court shall also have the right to terminate this Agreement or any services noted herein for cause or other performance defect with thirty (30) days written notice to the Contractor. The Court shall also have the right to terminate this Agreement or any services noted herein without cause should budgeted and/or grant funds not be available.
- C. Upon termination, Court shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- D. Upon termination, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise.
- E. The rights and remedies of the Court and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VI. NOTIFICATIONS:

- A. Any and all modifications to this Agreement shall be in writing and agreed upon by both parties. Any and all modifications, notices, requests, payments, demands and other communications, required or permitted hereunder, shall be in writing and delivered personally, sent by overnight mail, such as Federal Express, or sent via U.S. certified or Registered Mail, postage prepaid, return receipt requested to the address set forth below or to such other address as either party may specify by notice to the other in accordance with this paragraph. Notices shall be deemed effective (i) when delivered if personally delivered; (ii) by the date indicated on the receipt if sent by overnight mail; or, (iii) three (3) days after deposit in the United States Mail or the date indicated on the return receipt as a delivery date, whichever is earlier, if mailed by certified or registered mail.
- B. If the Contractor should default in the performance of the material provisions of this Agreement and if such default continues uncured for a period of ten (10) days after receipt by the Contractor of written notice from the Judge or County stating this specific default, then the Judge may terminate this Agreement, effective immediately, by delivering written notice of termination to Contractor.

## VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**IX. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**X. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

[THIS SPACE INTENTIONAL LEFT BLANK]



IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of September 30, 2023, the date of the receipt of SAMHSA grant funds to Richmond County State Court Accountability Court Program, The Chairman executes this Agreement on behalf of the County.

**CONTRACTOR**

Resourced Network, Inc

Print Name

Angela Bakos

By: Angela Ba

Signature

Its: \_\_\_\_\_

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

Crystal A. Page

Witness

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

Crystal A. Page  
NOTARY PUBLIC  
Columbia County, GEORGIA  
My Commission Expires  
02/24/2026

My Commission Expires: \_\_\_\_\_

**RICHMOND COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_



## Public Safety Committee Meeting

Meeting Date: January 30, 2024

### Updated MOU between Georgia Emergency Management and Homeland Security and Augusta Information Technology for Grant Applications

<b>Department:</b>	Information Technology
<b>Presenter:</b>	Gary Hewett, Deputy CIO
<b>Caption:</b>	Motion to approve Memorandum of Understanding (MOU) between the Augusta Information Technology Department and Georgia Emergency Management and Homeland Security Agency for Grant Applications. Any grant applications will be approved through Augusta's normal grant review process.
<b>Background:</b>	<p>The Georgia Emergency Management and Homeland Security Agency (GEMA/HS) administers Federal grants on behalf of the Department of Homeland Security and the Federal Emergency Management Agency. From time to time, GEMA/HS makes grant opportunities available to local government agencies. These grants are intended to improve local response to emergencies, terrorist attacks, and other threats. Funding opportunities may include cybersecurity and radio system improvements.</p> <p>A similar MOU was approved by the Augusta Commission on March 29, 2023. GEMA/HS has requested an updated MOU for the next grants cycle due to changes in their internal processes.</p>
<b>Analysis:</b>	This MOU is required for the Information Technology Department to continue applying for grants through the electronic portal maintained by GEMA/HS. Any grant applications will be approved through Augusta's normal grant review process.
<b>Financial Impact:</b>	If approved, the MOU would allow Augusta Information Technology to apply for potential grant funding.
<b>Alternatives:</b>	Deny the motion.
<b>Recommendation:</b>	Approve the MOU.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

### **Memorandum of Understanding (MOU) Instructions**

1. The MOU consists of a 7-page document and 1 Exhibit (A); 8 pages total. All documents must be completed and returned to Georgia Emergency Management and Homeland Security Agency (GEMA/HS) with the appropriate signatures.
2. The MOU and Exhibit A should be filled out electronically. If you cannot fill it out electronically, please make sure to print all of the required information.
3. To complete the MOU and Exhibit A, use either the tab key or the arrow keys to move through the pages field by field. All fields must be completed prior to submission.
4. Once all required information has been entered into the fillable fields of the MOU and Exhibit A; print the entire document.
5. The last page of the MOU document, before Exhibit A, requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. The MOU also requires the signature of a witness.
6. Exhibit A (Designation of Applicant's Agent) requires the signature of the Chief Elected/Appointed Official or the Chief Executive Officer, title, telephone, and date of signature. An email address is required to obtain access to the system (all email addresses must be unique; no duplicates are allowed).
7. **Please Note: The same person must sign the MOU and Exhibit A.**
8. Once the documents are complete and signed, they must be sent to the following email address: [HSgrants@gema.ga.gov](mailto:HSgrants@gema.ga.gov)

Note: If email is unavailable to you, a paper copy may be submitted to the address below. Please note that this may slow the process of obtaining access to the Georgia EMGrantsPro system as it will need to be scanned and uploaded by our staff.

GEMA/HS Post Office  
Box 18055 Atlanta,  
Georgia 30316  
ATTN: Preparedness Grants and  
Programs Division

Memorandum of Understanding (MOU)  
BY and BETWEEN  
GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY  
AND

Click or tap here to enter text.

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/HS" and Click or tap here to enter text.

officially domiciled at Click or tap here to enter text.

hereinafter referred to as Subgrantee relating to an application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and GEMA/HS Homeland Security Division Grant Programs.

WHEREAS, GEMA/HS as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EM Grants Manager system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

**Responsibilities of the Subgrantee**

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the Department of Homeland Security grant programs and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/HS guidelines, regulations, and directives, including but not limited to the following:

- Use [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.com), as applicable to access forms, request time extensions, and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/HS, DHS FEMA, Office of Inspector General (OIG), or to any state or federal agency as determined by GEMA/Homeland Security, including but not limited to procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/HS by the Subgrantee shall become the property of GEMA/HS.
- The Subgrantee will be required to execute a separate subgrant agreement in addition to this MOU.
- The Subgrantee agrees to monitor [gema.ga.gov](http://gema.ga.gov) and [ga.emgrants.com](http://ga.emgrants.com) for any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal laws, regulations, policies, and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

### **Responsibilities of GEMA/HS**

- GEMA/HS agrees to maintain [gaemgrants.com](http://gaemgrants.com) subject to the availability of funding.
- GEMA/HS shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/HS shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements through [gaemgrants.com](http://gaemgrants.com), [gema.ga.gov](http://gema.ga.gov) and/or the appropriate alternate methods of communication.
- GEMA/HS shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

**Term of Agreement**

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies, or procedures shall constitute an amendment to this Agreement.

**Limitation of Liability**

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA.

**Disclaimer**

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/HS provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees").

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/HS does not render legal opinions to Subgrantees but rather provides information intended to assist a Subgrantee prudently managing its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/HS and adopted by the Subgrantee does not serve as GEMA/HS's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations, and policies as required by the DHS FEMA.

The Subgrantee, by its decision to participate in the GEMA/HS Homeland Security Division grant programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations, and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/HS, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/HS, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee complies with all applicable state and federal laws, regulations, and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

**Additional Laws and Policies**

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

**Notices**

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for), or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security  
Post Office Box 18055  
Atlanta, Georgia 30316  
ATTN: Preparedness Grants and Programs

**Or**

[HSgrants@gema.gov](mailto:HSgrants@gema.gov)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

WITNESSES:

---

State's Witness

---

Preparedness Grants and Programs  
Deputy Manager

Date:

Telephone Number: (404) 635-7095

---

Subgrantee's Witness

---

Chief Elected/Appointed Official

Name agreement in or Chief Executive Officer

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.



## Exhibit A

**Designation of Applicant's Agent**

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized, and 1 financial individual that will be designated as agents. Changes to the below-authorized agents must be communicated to GEMA/HS in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Alternate Agent's Name (Optional): Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text..

Email Address: Click or tap here to enter text.

Authorized Agent's Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Financial Agent's Name: Click or tap here to enter text..

Title: Click or tap here to enter text.

Telephone number: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for GEMA/HS Homeland Security Division grant program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above-named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

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Chief Elected/Appointed Official

---

Date

or Chief Executive Officer

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.



## Public Safety Committee

January 30, 2024

Update on Fire Station #7 on Central Avenue

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Update on Fire Station #7 on Central Avenue. <b>(Requested by Commissioner Catherine McKnight)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Lena Bonner**

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**From:** Commissioner Catherine Smith-McKnight  
**Sent:** Wednesday, January 17, 2024 4:19 PM  
**To:** Lena Bonner  
**Subject:** Fire Station 7 Central Avenue

Ms Bonner,

Please place on the agenda for an update on Fire Station #7 on Central Avenue.

Respectfully,

Catherine

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AED:104.1





## Commission Meeting

February 6, 2024

Appointment

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Consider the recommendation of Augusta Land Bank Authority to appoint Mr. Ryan McKnight due to the resignation of Dr. Mike Hearon. <b>(Requested by Commissioner Alvin Mason)</b>
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**RESOLUTION OF AUGUSTA, GEORGIA APPOINTING  
7 (SEVEN) MEMBERS OF THE AUGUSTA, GEORGIA LAND BANK AUTHORITY**

WHEREAS the Augusta, Georgia Land Bank Authority (hereinafter "Land Bank") was created on July 16, 1997, pursuant to Section 48-4-61 of the Official Code of Georgia Annotated by Resolution of Augusta, Georgia;

WHEREAS Section 48-4-100 *et seq.* of the Official Code of Georgia Annotated (hereinafter the "Land Bank Act") authorizes any Georgia Land Bank Authority created prior to July 1, 2012, to continue in existence in accordance with the provisions of the Land Bank Act upon the unanimous consent of the Board members, and contingent upon the appointment of at least one additional Board member;

WHEREAS on December 4, 2014, in accordance with Section 48-4-104(j) of the Land Bank Act the Board of Directors of the Land Bank unanimously resolved to continue in existence according to the provisions of the Land Bank Act contingent upon the appointment of at least one additional Board member so that there are an odd number of Board members;

WHEREAS on February 19, 2015, the Augusta Commission approved the Amendment pursuant to O.C.G.A. § 48-4-100 *et seq.* and amended the Land Bank Board to add an additional member, creating a five (5) member board;

WHEREAS the Land Bank Board has proposed, in accordance with O.C.G.A. § 48-4-103, to amend the Board Composition and the Augusta Commission approved the amendment on \_\_\_\_\_, 2019;

Now therefore, be it resolved, pursuant to Section 48-4-103 of the Land Bank Act, that Augusta, Georgia hereby nominates and approves the following individual(s) to serve as member(s) of the Board of Directors of the Land Bank:

Tax Commissioner of Augusta, Georgia (or his or her designee) is hereby appointed for an initial term of four (4) years; and

Director of Planning and Development of Augusta, Georgia (or his or her designee) is hereby appointed for an initial term of three (3) years; and

Administrator of Augusta, Georgia (or his or her designee) is hereby appointed for an initial term of three (3) years; and

Tax Assessor of Augusta, Georgia (or his or her designee) is hereby appointed for an initial term of two (2) years.

At-large Member is hereby appointed for an initial term of two (2) years. Michael Heron is hereby appointed to serve the initial term.

At-large Member is hereby appointed for an initial term of two (2) years. Lauren Dallas is hereby appointed to serve the initial term.

At-large Member is hereby appointed for an initial term of four (4) years. Karen Gordon is hereby appointed to serve the initial term.

This Resolution shall take effect immediately upon adoption.

This 5<sup>th</sup> day of March, 2019.

Augusta, Georgia

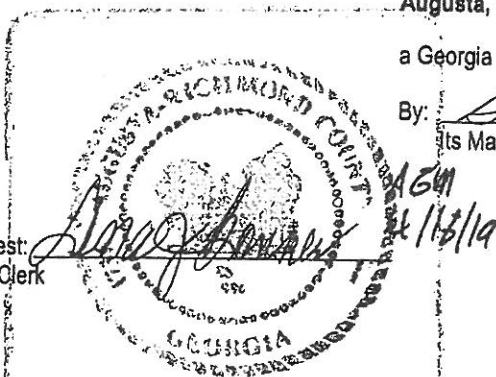
a Georgia public body corporate

By: \_\_\_\_\_

its Mayor

*Pro Tem, Dean Frantom*

Attest:  
its Clerk



## AMENDED RESOLUTION

AMENDED RESOLUTION RESTATING THE AUTHORIZATION OF THE AUGUSTARICHMOND COUNTY LAND BANK AUTHORITY; CREATING A NEW COMPOSITION OF THE LAND BANK BOARD WHICH SHALL BE SELECTED BY THE AUGUSTARICHMOND COUNTY COMMISSION FROM AMONG ITS MEMBERSHIP; PROVIDING A TERM FOR SAID MEMBERS; PROVIDING FOR RELATED MATTERS; PROVIDING AN EFFECTIVE DATE; TO REPEAL CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 48-1-100, et seq. of the Official Code of Georgia, provides that upon adoption of a Resolution by a consolidated government a Land Bank Authority may be established to be a public body corporate and politic with the power to sue and be sued, to accept and issue deeds in its name, and to have other powers necessary and incidental to, carry out the purposes of such Land Bank Authorities; and

WHEREAS said Land Bank has been established by an enabling Resolution as adopted by the Augusta Richmond County Commission on July 16, 1997 and readopted on September 6, 2005; amended on August 7, 2007 and later amended on February 19, 2015 to continue in existence in accordance with the provisions of O.C.G.A. § 48-4-100 et seq.; and

WHEREAS O.C.G.A. § 48-4-103 allows the Land Bank Board to consist of an odd number of board members and be not less than five board members or more than 11 board members to be appointed by the governing authority of the consolidated government;

NOW THEREFORE BE IT RESOLVED BY THE AUGUSTA RICHMOND COUNTY COMMISSION AS FOLLOWS:

Article IV, Section 4.01. Board Composition, of said Resolution as adopted July 16, 1997 and readopted on September 6, 2005; amended on August 7, 2007 and later amended on February 19, 2015 to continue in existence in accordance with the provisions of O.C.G.A. § 48-4-100 et seq., is deleted in its entirety there from and said section 4.01 is hereby amended and restated to read:

Section 1.

**Section 4.01. Board Composition.** The Land Bank shall be governed by a Board of Directors that shall be appointed within ninety (90) calendar days of the Effective Date. Each member shall serve at the pleasure of his/her appointing entity and shall serve without compensation. The members shall be residents of Augusta, Georgia and may be employees of Augusta, Georgia. The Board shall consist of the following members:

- (a) Three (3) member(s) appointed by Augusta, Georgia for an initial term of two (2) years;
- (b) Two (2) member(s) appointed by Augusta, Georgia for an initial term of three (3) years;
- (c) Two (2) member appointed by Augusta, Georgia for an initial term of four (4) years.

Section 2.

Duly adopted by the Augusta-Richmond County Commission this 5<sup>th</sup> day of March, 2019

Augusta-Richmond County Commission

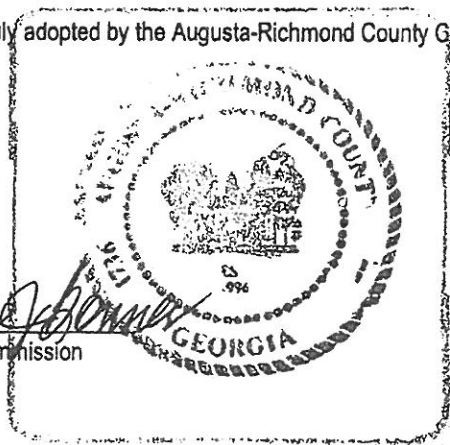
By: [Signature]

As its: Mayor Pro Tem

4/15/19

Attest:

[Signature]  
Clerk of Commission





**UPDATE: 02/01/24**

**NAME OF BOARD AUGUSTA, GEORGIA LAND BANK AUTHORITY**

<b><u>MEMBER</u></b>	<b><u>TERM</u></b>	<b><u>APPOINTED</u></b>	<b><u>EXPIRATION</u></b>
Tax Commissioner	4-yr.	03/5/19	03/05/23
Planning Director	3-yr.	03/05/19	03/05/22
Administrator	3-yr.	03/05/19	03/05/22
Tax Assessor	2-yr.	03/05/19	03/05/21

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*Michael Heron	2 yr.	03/05/19	03/05/21
*Lauren Dallas	2 yr.	03/05/19	03/05/21
**Karen Gordon	4 yr.	03/05/19	03/05/23

**Executive Director: Shawn Edwards, (706) 821-1321**

**Attorney:** John Manton (706) 724-0171

**Meeting Date:** First Wednesday of each month

**Where:** Enterprise Mill - First Floor Conference Room, 1450 Greene St. Augusta, Ga. 30901.

**Time:** 2:00 P.M.

**Created:** Pursuant to O.C.G.A. 48-4-61; amended pursuant to O.C.G.A.48-4-100

The Augusta, Georgia Land Bank Authority was created on July 16, 1997 pursuant to Section 48-4-61 of the Official Code of Georgia Annotated by Resolution of Augusta, Georgia. On December 4, 2014, in accordance with Section 48-4-104(j) of the Land Bank Act the Board of Directors of the Land Bank unanimously resolved to continue in existence according to the provisions of the Land Bank Act contingent upon the appointment of at least one additional Board member so that there are odd number of Board members. On February 19, 2015, the Augusta Commission approved the Amendment pursuant to O.C.G.A. 48-4-100 et seq. and amended the Land Bank Board to add an additional member, creating a five (5) member board. On March 5, 2019, the Augusta Commission approved to amend the Board Composition to a seven (7) member board.

- \* At-Large Members; Appointed for an initial term of 2 years
- \*\* At Large Member appointed for an initial term of 4 years



## Commission Meeting

February 6, 2024

Affidavit

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**Department:** N/A

**Presenter:** N/A

**Caption:** Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

**Funds are available in the following accounts:** N/A

**REVIEWED AND APPROVED BY:** N/A