ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, January 30, 2024
1:10 PM

ENGINEERING SERVICES

1. Presentation by Mr. Kevin de l'Aigle regarding flooding conditions and failing infrastructure in Augusta and status of use of storm water fees.
2. Approve and accept the dedication of Water and Sanitary Sewer for Wedgewood.
3. Approve and accept the dedication of Water and Sanitary Sewer for The Cottages at Ansley.
4. Approve and accept the Drayton-Parker Facility Construction and Permanent Maintenance Agreement.
5. Approve and accept the Drayton-Parker Easement Deed.
6. 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.
7. 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.
8. 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.
9. 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
10. 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
11. 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.
12. Approve the sole source payment of $27,245.75 to the Georgia 811 Utilities Protection Center.

13. 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.

14. 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

15. 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

16. 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)

17. 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)

18. 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

19. 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.

20. 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.

21. 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.

22. 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

23. 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

24. 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

25. 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.

26. 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

27. 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.

28. 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.

29. Motion to approve the minutes of the Engineering Services Committee held on November 28, 2024.

Engineering Services Committee

January 30, 2024

Mr. Kevin de l'Aigle

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Mr. Kevin de l'Aigle regarding flooding conditions and failing infrastructure in Augusta and status of use of storm water fees.
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

Lena Bonner

From: Kevin Delaigle <kevindelaigle@gmail.com>
Sent: Thursday, January 11, 2024 3:15 PM
To: Lena Bonner
Subject: Re: [EXTERNAL] Delegation item for 1/16 Commission mtg.

Hi Ms. Bonner,

Ah yes - I remembered that the deadline is Thursday, but forgot the 9am part.
Could you kindly place this on the Jan. 30 Engineering agenda?
I will be out of town for work on February 6.

Stay safe!
Thanks,
Kevin

On Thu, Jan 11, 2024 at 13:49 Lena Bonner <lbonner@augustaga.gov> wrote:

> Good day Mr. Delaigle,
>
> The deadline for getting on next Tuesday's Commission meeting agenda was 9:00 a.m. this morning. However, the item can be placed on the upcoming January 30, 2024 Engineering Services Committee and/or the February 6, 2024 Commission Meeting.
>
> Just let's know how you would like to proceed.
>
> Kind regards,
>
> *Lena J. Bonner*
>
> *Clerk of Commission*
>
> *Office of the Clerk of Commission*
>
> *535 Telfair Street*
>
> *Augusta, GA 30901*
>
> *(706) 821-1820 - Office*

From: Kevin Delaigle <kevindelaigle@gmail.com>
Sent: Thursday, January 11, 2024 1:29 PM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Commissioner Jordan Johnson <CJohnson4@augustaga.gov>; Hameed Malik <HMalik@augustaga.gov>; Mayor Johnson <MayorJohnson@augustaga.gov>; Takiyah A. Douse <TDouse@augustaga.gov>
Subject: [EXTERNAL] Delegation item for 1/16 Commission mtg.

Dear Ms. Bonner,

I would like to present a delegation item for this upcoming commission meeting on Tuesday, January 16.

Topic is flooding conditions and failing infrastructure in Augusta and status of use of storm water fees.

Please let me know if you need any further information.

Thank you.

Best,

Kevin de l'Aigle

917-392-6801

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AED:104.1

Lena Bonner

From: Kevin Delaigle <kevindelaigle@gmail.com>
Sent: Thursday, January 11, 2024 1:29 PM
To: Lena Bonner
Cc: Commissioner Jordan Johnson; Hameed Malik; Mayor Johnson; Takiyah A. Douse
Subject: [EXTERNAL] Delegation item for 1/16 Commission mtg.

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I would like to present a delegation item for this upcoming commission meeting on Tuesday, January 16.

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Best,
Kevin de l'Aigle
917-392-6801

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Meeting Name

Meeting Date: January 30, 2024

Dedication of Water and Sanitary Sewer for Wedgewood

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

Witness

By: Jeff Skeris

As Its: President

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)

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
ePlat Participant IDs: 6000589380,

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

FINAL PLAT & ASBUILT SURVEY FOR:

WEDGEWOOD

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: 06/28/2023

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

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.

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

OWNER/DEVELOPER/PRIMARY PERMITEE

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

Contact: Jacob Wilkerson
803-240-3822

Re-record
Reference:
Plat B: 18, P: 167
Recorded 09/01/2023, 3:55pm

PROJECT DATA

WEDGEWOOD (PEACH ORCHARD)

TAX MAP PARCEL: 161-1-001-00-0
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 ANO 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 WHATSOVER, 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 THRRE (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 _____ 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.

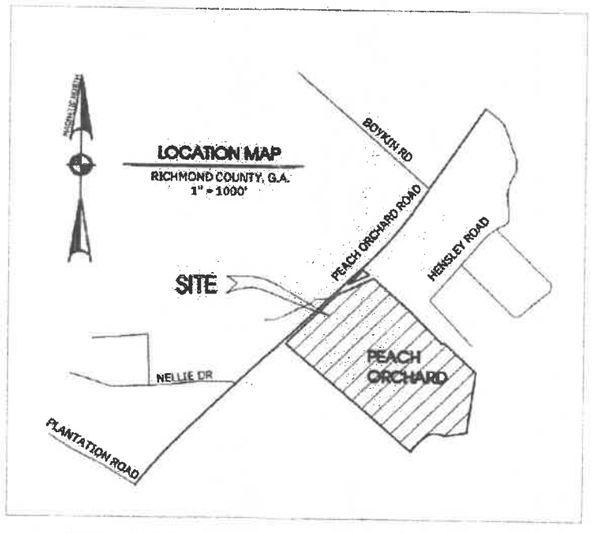
3.) THE CITY OF AUGUSTA, GEORGIA SHALL NOT BE RESPONSIBLE FOR PAVEMENT REPAIR OR SITE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER OR SEWER LINE IN THIS PRIVATE DEVELOPMENT.

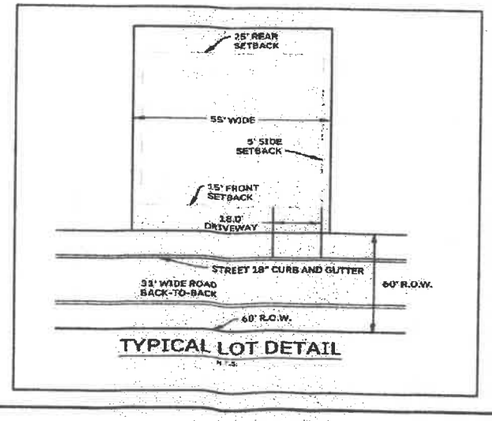
4.) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.

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.





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 P.L.S NUMBER 3320
1389 THOMSON ROAD
WASHINGTON, GA 30673
ben@echolssurveying.com
706-338-6303

GEORGIA REGISTERED No. 3320 REGISTERED LAND SURVEYOR BENJAMIN O. ECHOLS

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)
AUGUSTA COMMISSION
DATE APPROVED: August 15, 2023
Chairperson/Mayor
Clerk, Commission

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)
AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
DATE APPROVED: August 7 2023
Chairperson
Secretary

D: PLAT B: 18 P: 194
Recorded: 10/16/2023 03:38 PM
Doc # 2023027488 Pages: 3 Fees: $30.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 5900589380,

D: PLAT B: 18 P: 194 10/16/2023 03:38 PM
Doc # 2023027488 Page 2 of 3

SHEET 2 OF 3

Grid North
GA East Zone

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Re-record

Reference:

Plat B: 18, P: 168

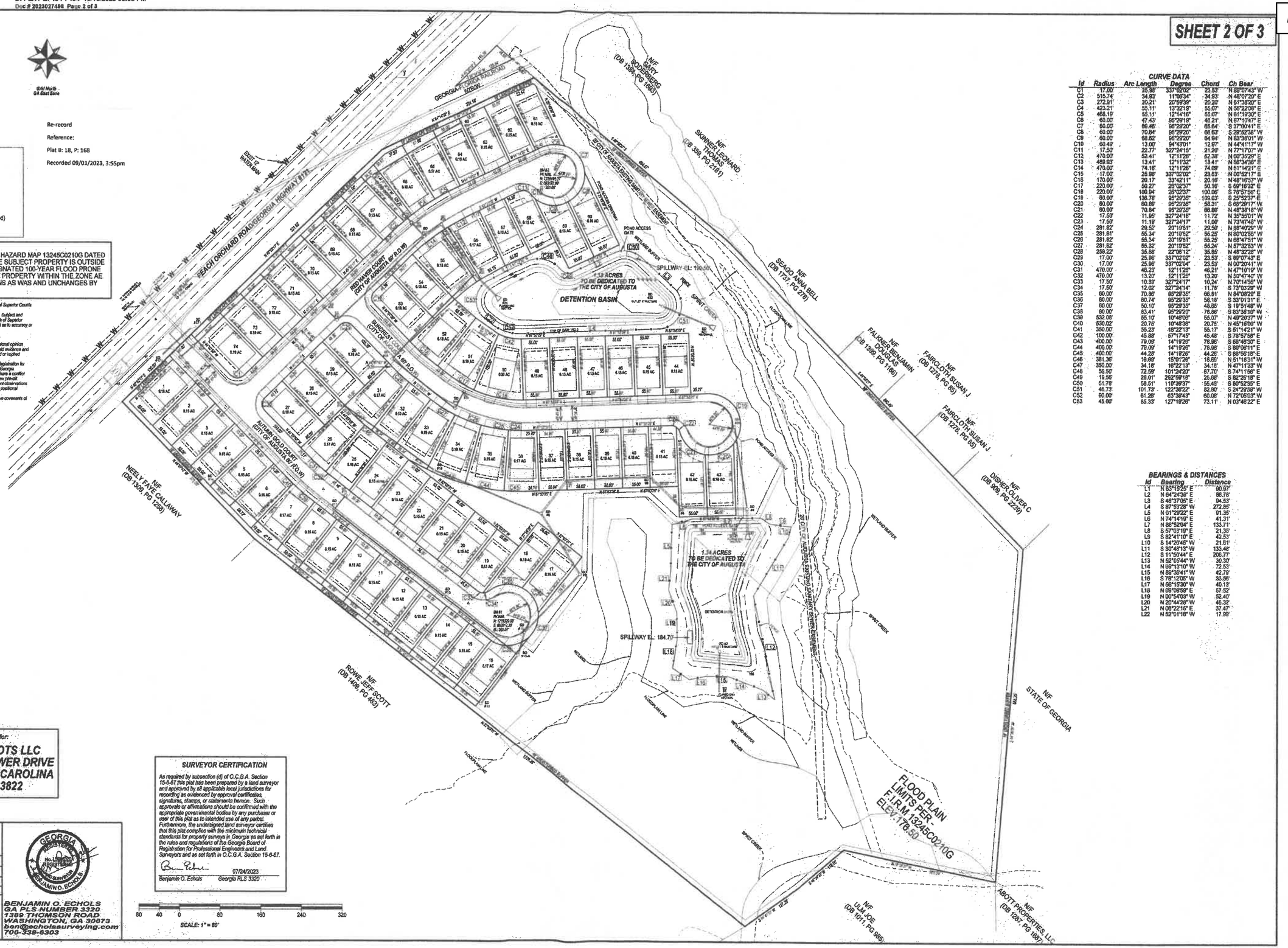
Recorded 09/01/2023, 3:55pm

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, APORTION 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 PROJECT.

1. All deed book references shown hereon are recorded in the Clerk of Superior Court's office of RICHMOND County, Georgia.
2. 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.
3. Structures visible on the date of survey are shown hereon.
4. Locations are accurate only where dimensioned.
5. The certification, as shown hereon, is purely 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.
6. 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) 15-6-67 as amended by HB1004 (2016), in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
7. 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 .04 feet or less.
8. This plat is subject to all easements, rights-of-way, and protectative covenants of record



CURVE DATA

Id	Radius	Arc Length	Degree	Chord	Ch Bear
C1	17.00'	25.98'	337°02'02"	23.53'	N 88°07'43" W
C2	515.74'	34.93'	11°36'34"	34.93'	N 48°07'20" E
C3	272.91'	20.21'	20°59'39"	20.20'	N 51°38'20" E
C4	423.21'	55.11'	13°32'18"	55.07'	N 56°22'08" E
C5	468.19'	55.11'	12°14'16"	55.07'	N 61°19'30" E
C6	60.00'	47.43'	95°29'19"	46.21'	N 67°10'47" E
C7	60.00'	99.46'	95°29'20"	65.84'	S 37°00'41" E
C8	60.00'	70.84'	96°29'20"	66.63'	S 29°56'36" W
C9	60.00'	98.62'	95°29'20"	64.94'	N 63°38'01" W
C10	60.49'	13.00'	94°43'01"	12.97'	N 44°41'17" W
C11	17.50'	22.77'	327°24'15"	21.20'	N 77°17'07" W
C12	470.00'	52.41'	12°11'26"	52.38'	N 60°35'29" E
C13	469.93'	13.41'	12°11'32"	13.41'	N 56°34'36" E
C14	470.00'	74.16'	12°11'26"	74.09'	N 51°14'21" E
C15	17.00'	25.98'	337°02'02"	23.53'	N 00°52'17" E
C16	170.00'	20.17'	33°42'11"	20.16'	N 48°16'57" W
C17	220.00'	50.27'	26°02'37"	50.16'	S 59°16'32" E
C18	220.00'	100.94'	26°02'37"	100.06'	S 75°57'56" E
C19	60.00'	136.78'	95°29'35"	109.03'	S 25°52'37" E
C20	60.00'	60.89'	95°29'35"	58.31'	S 68°29'17" W
C21	60.00'	70.84'	95°29'35"	66.86'	N 48°38'18" W
C22	17.50'	11.85'	327°24'16"	11.72'	N 35°55'01" W
C23	17.50'	11.19'	327°24'17"	11.00'	N 73°47'48" W
C24	281.82'	29.52'	20°19'51"	29.50'	N 88°40'26" W
C25	281.81'	55.34'	20°19'52"	55.25'	N 80°02'55" W
C26	281.82'	55.34'	20°19'51"	55.25'	N 68°47'51" W
C27	281.82'	55.32'	20°19'52"	55.24'	N 57°32'53" W
C28	258.22'	35.98'	22°06'12"	35.86'	N 46°32'28" W
C29	17.00'	25.96'	337°02'02"	23.53'	S 89°07'43" E
C30	17.00'	25.96'	337°02'04"	23.53'	N 00°20'41" W
C31	470.00'	46.23'	12°11'26"	46.21'	N 47°10'19" W
C32	470.00'	13.20'	12°11'26"	13.20'	N 53°47'40" W
C33	17.50'	10.39'	327°24'17"	10.24'	N 70°14'56" W
C34	17.50'	12.02'	327°24'14"	11.78'	S 73°03'29" W
C35	60.00'	70.86'	95°29'35"	66.91'	N 64°59'29" E
C36	60.00'	80.74'	95°29'35"	58.16'	S 33°01'31" E
C37	60.00'	50.10'	95°29'35"	48.85'	S 19°51'45" W
C38	60.00'	83.41'	95°29'20"	76.86'	S 83°36'10" W
C39	532.06'	55.10'	10°46'05"	55.07'	N 49°29'37" W
C40	530.02'	20.75'	10°48'36"	20.75'	N 45°16'00" W
C41	350.00'	55.23'	15°22'13"	55.17'	S 51°14'21" W
C42	100.00'	45.88'	67°17'45"	45.48'	S 78°57'58" E
C43	400.00'	79.05'	14°19'26"	78.95'	S 68°46'30" E
C44	400.00'	79.09'	14°19'26"	78.98'	S 80°06'11" E
C45	400.00'	44.22'	14°19'26"	44.20'	S 88°56'15" E
C46	381.36'	18.69'	15°01'26"	18.65'	N 51°16'31" W
C47	350.00'	34.18'	16°22'13"	34.16'	N 47°11'33" W
C48	56.50'	72.59'	101°24'20"	67.70'	S 74°11'56" E
C49	19.56'	28.01'	252°59'16"	25.68'	S 82°26'18" E
C50	51.78'	58.51'	110°39'37"	55.45'	S 80°52'35" E
C51	46.73'	101.73'	122°36'22"	82.80'	S 24°29'58" W
C52	60.00'	61.28'	63°38'43"	60.08'	N 72°06'05" W
C53	45.00'	85.33'	127°16'26"	73.11'	N 03°46'22" E

BEARINGS & DISTANCES

Id	Bearing	Distance
L1	N 83°19'25" E	90.97'
L2	N 64°24'36" E	86.76'
L3	S 48°37'05" E	94.53'
L4	S 87°53'28" W	272.85'
L5	N 01°29'22" E	91.35'
L6	N 74°14'19" E	41.31'
L7	N 88°52'04" E	133.71'
L8	S 57°03'19" E	21.35'
L9	S 82°41'10" E	42.53'
L10	S 14°20'45" W	21.01'
L11	S 30°48'13" W	133.46'
L12	S 11°50'44" E	206.77'
L13	N 82°05'44" W	30.30'
L14	N 69°13'10" W	72.53'
L15	N 88°36'41" W	42.79'
L16	S 76°12'05" W	33.56'
L17	N 66°15'30" W	40.13'
L18	N 09°08'59" E	57.52'
L19	N 00°54'03" W	52.40'
L20	N 20°44'28" W	46.32'
L21	N 08°22'16" 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.

07/24/2023
Benjamin O. Echols — Georgia RLS 3320

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 Brx7 Trimble VRS
HRMS: .008425 VRMS: 0.164042 PDOP: 1.0
Adjusted by: Least Squares
Field Work Completed on: 06/28/2023

GEORGIA REGISTERED No. LAND SURVEYOR 3320 BENJAMIN O. ECHOLS

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

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

D: PLAT B: 18 P: 195
Recorded: 10/16/2023 03:38 PM
Doc # [illegible] Pages: 3 Fees: $10.00
Hattie Holmes Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA
eFile Participant IDs: 8000589380,

D: PLAT B: 18 P: 195 10/16/2023 03:38 PM
Doc # 2023027498 Page 3 of 3

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Grid North
GA East Zone

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

1. All deed book references shown hereon are recorded in the Clerk of Superior Court's office of RICHMOND County, Georgia.
2. 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
3. Structures visible on the date of survey are shown hereon
4. Locations are accurate only where dimensioned.
5. The certification, as shown hereon, is purely 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.
6. 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) 15-6-67 as amended by HB1004 (2018), in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
7. 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 .09 feet or less.
8. This plat is subject to all easements, rights-of-way, and protective covenants of record

FLOOD NOTE:
ACCORDING TO OFFICIAL F.I.A. FLOOD HAZARD MAP 13245C0210G DATED NOVEMBER 15, 2019, APORTION 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 PROJECT.

SHEET 3 OF 3

SANITARY SEWER SERVICES

Description	North	East
CO 1	1219788.94'	692387.34'
CO 2	1219781.80'	692418.73'
CO 3	1219725.49'	692458.20'
CO 4	1219686.95'	692465.47'
CO 5	1219647.31'	692534.17'
CO 6	1219607.70'	692572.95'
CO 7	1219567.67'	692613.63'
CO 8	1219532.79'	692658.94'
CO 9	1219500.89'	692700.34'
CO 10	1219487.83'	692742.88'
CO 11	1219433.77'	692786.46'
CO 12	1219389.80'	692829.81'
CO 13	1219386.70'	692872.24'
CO 14	1219330.22'	692919.11'
CO 15	1219285.29'	692964.86'
CO 16	1219264.11'	693003.61'
CO 17	1219362.58'	693055.35'
CO 18	1219386.84'	693019.94'
CO 19	1219394.99'	692939.84'
CO 20	1219418.88'	692894.93'
CO 21	1219462.09'	692852.39'
CO 22	1219498.44'	692806.64'
CO 23	1219519.34'	692765.92'
CO 24	1219553.17'	692721.81'
CO 25	1219587.56'	692678.61'
CO 26	1219632.16'	692626.10'
CO 27	1219788.10'	692585.11'
CO 28	1219814.28'	692642.92'
CO 29	1219853.27'	692831.95'
CO 30	1219891.20'	692870.67'
CO 31	1219901.52'	692802.76'
CO 32	1219770.03'	692842.01'
CO 33	1219737.48'	692887.80'
CO 34	1219711.08'	692941.52'
CO 35	1219697.47'	692967.24'
CO 36	1219686.28'	693042.77'
CO 37	1219698.35'	693096.53'
CO 38	1219698.14'	693151.94'
CO 39	1219701.14'	693206.80'
CO 40	1219702.03'	693262.84'
CO 41	1219704.10'	693328.21'
CO 42	1219658.78'	693374.70'
CO 43	1219656.17'	693436.75'
CO 44	1219761.52'	693347.12'
CO 45	1219759.42'	693292.62'
CO 46	1219757.13'	693237.21'
CO 47	1219754.59'	693182.27'
CO 48	1219753.50'	693128.01'
CO 49	1219750.49'	693075.69'
CO 50	1219752.48'	692999.56'
CO 51	1219782.39'	692904.24'
CO 52	1219836.04'	692947.03'
CO 53	1219865.76'	692767.44'
CO 54	1220024.27'	692906.66'
CO 55	1220066.13'	692858.87'
CO 56	1220104.92'	692814.67'
CO 57	1220137.97'	692778.28'
CO 58	1220161.16'	693027.13'
CO 59	1220135.60'	693082.30'
CO 60	1220144.02'	693129.84'
CO 61	1220250.94'	693062.92'
CO 62	1220227.81'	693038.73'
CO 63	1220201.97'	692985.52'
CO 64	1220178.47'	692937.41'
CO 65	1220155.38'	692890.82'
CO 66	1220132.39'	692853.63'
CO 67	1220083.09'	692790.22'
CO 68	1220044.37'	692748.80'
CO 69	1220006.74'	692711.10'
CO 70	1219958.01'	692670.96'
CO 71	1219928.69'	692631.02'
CO 72	1219890.97'	692592.82'
CO 73	1219853.21'	692552.62'
CO 74	1219831.34'	692530.29'

WATER SERVICE LOCATION

Description	North	East
WM 1	1219811.27'	692373.77'
WM 2	1219758.07'	692423.13'
WM 3	1219722.44'	692461.82'
WM 4	1219583.20'	692499.38'
WM 5	1219643.80'	692638.85'
WM 6	1219603.83'	692577.06'
WM 7	1219563.80'	692619.06'
WM 8	1219536.82'	692655.06'
WM 9	1219496.88'	692705.55'
WM 10	1219484.07'	692748.03'
WM 11	1219430.55'	692790.59'
WM 12	1219398.75'	692834.17'
WM 13	1219363.58'	692875.92'
WM 14	1219327.51'	692924.01'
WM 15	1219298.76'	692969.49'
WM 16	1219261.71'	693008.81'
WM 17	1219360.25'	693060.66'
WM 18	1219383.23'	693027.72'
WM 19	1219390.98'	692943.06'
WM 20	1219415.38'	692898.50'
WM 21	1219448.46'	692855.77'
WM 22	1219483.09'	692812.11'
WM 23	1219515.84'	692769.03'
WM 24	1219550.25'	692725.86'
WM 25	1219584.33'	692682.57'
WM 26	1219627.43'	692630.02'
WM 27	1219774.08'	692548.47'
WM 28	1219811.61'	692586.73'
WM 29	1219850.43'	692626.20'
WM 30	1219887.75'	692665.25'
WM 31	1219806.49'	692900.35'
WM 32	1219768.99'	692846.82'
WM 33	1219736.41'	692898.54'
WM 34	1219714.09'	692938.97'
WM 35	1219699.38'	692962.52'
WM 36	1219686.84'	693047.77'
WM 37	1219697.73'	693102.08'
WM 38	1219701.10'	693157.96'
WM 39	1219703.26'	693212.39'
WM 40	1219704.66'	693268.74'
WM 41	1219705.76'	693318.09'
WM 42	1219686.12'	693389.91'
WM 43	1219661.76'	693430.13'
WM 44	1219760.71'	693352.35'
WM 45	1219758.23'	693297.69'
WM 46	1219755.51'	693241.96'
WM 47	1219753.72'	693188.54'
WM 48	1219752.57'	693133.03'
WM 49	1219750.89'	693080.83'
WM 50	1219749.69'	693003.81'
WM 51	1219789.44'	692907.28'
WM 52	1219831.93'	692850.44'
WM 53	1219885.47'	692750.85'
WM 54	1220019.66'	692800.95'
WM 55	1220074.15'	692862.31'
WM 56	1220110.13'	692819.29'
WM 57	1220136.73'	692973.11'
WM 58	1220160.72'	693021.77'
WM 59	1220140.74'	693093.06'
WM 60	1220164.62'	693149.35'
WM 61	1220252.16'	693096.78'
WM 62	1220227.73'	693042.97'
WM 63	1220203.84'	692990.51'
WM 64	1220178.12'	692941.73'
WM 65	1220155.62'	692893.13'
WM 66	1220133.03'	692855.26'
WM 67	1220085.38'	692794.87'
WM 68	1220047.14'	692756.14'
WM 69	1220009.06'	692715.80'
WM 70	1219989.71'	692675.14'
WM 71	1219932.50'	692638.01'
WM 72	1219863.91'	692596.63'
WM 73	1219856.13'	692557.90'
WM 74	1219815.05'	692516.38'

FIRE HYDRANT ASSEMBLY LOCATION

Description	North	East
FHD 1	1219347.06'	693079.91'
FHD 2	1219736.41'	693449.54'
FHD 3	1220238.49'	693138.58'
FHD 4	1219788.38'	692479.39'

SANITARY SEWER

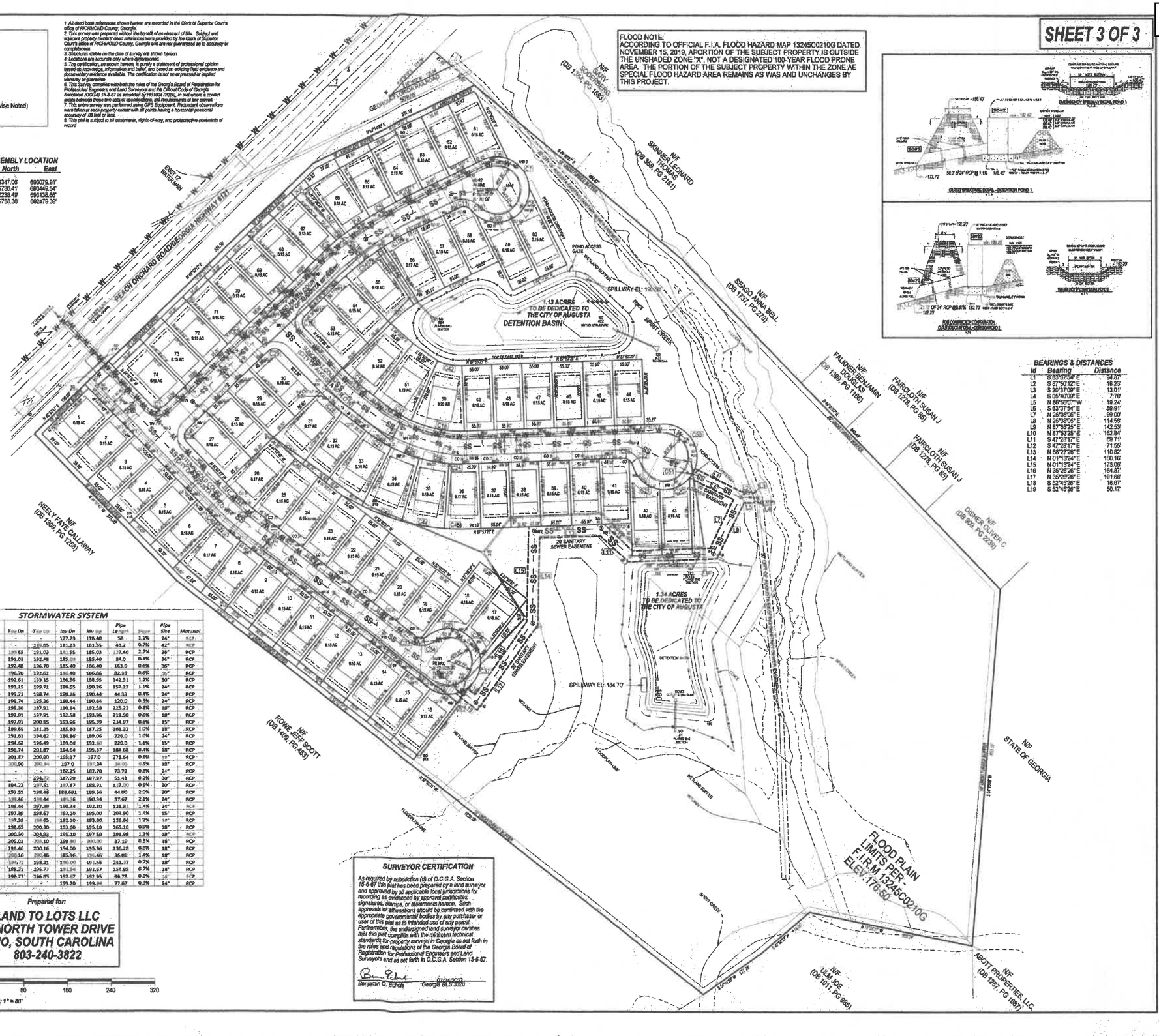
Sanitary Lines/ Structure	Top Dn	Top Up	Inv Dn	Inv Up	Pipe Length	Slope	Pipe Size	Material
"EX MH" TO "MH A"	182.45'	184.89'	173.70'	175.30'	93 LF	5.00%	8"	PVC
"MH A" TO "MH B"	184.89'	188.61'	175.39'	177.51'	109.90 LF	2.00%	8"	PVC
"MH B" TO "MH C"	188.61'	188.64'	177.61'	180.09'	155.31 LF	1.60%	8"	PVC
"MH C" TO "MH D"	188.64'	188.43'	180.09'	180.92'	74.42 LF	1.12%	8"	PVC
"MH D" TO "MH E"	188.42'	192.25'	180.92'	181.75'	122.49 LF	0.68%	8"	PVC
"MH E" TO "MH F"	192.25'	191.27'	181.75'	182.82'	174.43 LF	0.61%	8"	PVC
"MH F" TO "MH G"	191.27'	199.27'	182.82'	186.67'	170.84 LF	2.26%	8"	PVC
"MH G" TO "MH H"	199.27'	201.71'	186.67'	193.26'	330.23 LF	1.94%	8"	PVC
"MH H" TO "MH I"	201.71'	201.17'	193.26'	194.75'	245.74 LF	0.61%	8"	PVC
"MH I" TO "MH J"	201.17'	203.45'	194.75'	196.62'	281.15 LF	0.67%	8"	PVC
"MH A" TO "MH K"	184.49'	192.54'	175.20'	185.24'	196.65 LF	5.08%	8"	PVC
"MH K" TO "MH L"	192.54'	197.76'	185.34'	187.46'	228.74 LF	0.97%	8"	PVC
"MH L" TO "MH M"	197.76'	196.82'	187.46'	188.37'	330.75 LF	0.28%	8"	PVC
"MH M" TO "MH N"	196.62'	197.37'	188.37'	188.77'	92.29 LF	0.43%	8"	PVC
"MH N" TO "MH O"	197.37'	199.77'	188.77'	190.07'	115.70 LF	1.09%	8"	PVC
"MH O" TO "MH P"	199.77'	198.21'	190.02'	194.11'	196.88 LF	2.13%	8"	PVC
"MH P" TO "MH Q"	198.21'	199.83'	194.21'	195.28'	225.59 LF	0.48%	8"	PVC
"MH Q" TO "MH R"	200.83'	200.26'	195.33'	196.05'	178.75 LF	0.40%	8"	PVC
"MH O" TO "MH S"	199.77'	201.86'	194.31'	195.69'	209.76 LF	0.66%	8"	PVC

STORMWATER SYSTEM

Stormwater Lines/ Structure	Top Dn	Top Up	Inv Dn	Inv Up	Pipe Length	Slope	Pipe Size	Material
SD1 TO SD2	-	-	177.79	178.40	58	1.1%	24"	RCP
SD3 TO SD4	-	189.65	181.23	183.55	43.2	0.7%	42"	RCP
SD4 TO SD5	189.65	191.03	183.55	185.03	177.40	2.7%	36"	RCP
SD5 TO SD6	191.03	192.48	185.03	185.40	84.0	0.4%	36"	RCP
SD6 TO SD7	192.48	196.70	185.40	186.40	163.0	0.6%	36"	RCP
SD7 TO SD8	196.70	192.62	186.40	186.86	82.39	0.6%	36"	RCP
SD8 TO SD9	192.61	193.15	186.86	188.55	142.31	1.2%	30"	RCP
SD9 TO SD 10	193.15	190.71	188.55	190.26	157.27	1.1%	24"	RCP
SD10 TO SD10A	190.71	198.74	190.26	190.44	44.53	0.4%	24"	RCP
SD10A TO SD11	198.74	195.36	190.44	190.84	120.0	0.3%	24"	RCP
SD11 TO SD12	195.36	197.91	190.84	192.58	225.22	0.8%	18"	RCP
SD12 TO SD13	197.91	197.91	192.58	193.96	219.50	0.6%	18"	RCP
SD13 TO SD14	197.91	200.85	193.96	195.39	234.97	0.6%	15"	RCP
SD4 TO SD20	189.65	181.25	185.80	187.25	163.32	1.0%	18"	RCP
SD8 TO SD18	192.61	194.62	186.86	189.06	226.0	1.0%	24"	RCP
SD26 TO SD19	194.62	196.49	189.06	192.60	220.0	1.6%	15"	RCP
SD16A TO SD15	198.74	201.87	194.64	195.37	184.68	0.4%	18"	RCP
SD15 TO SD17	201.87	200.80	195.37	197.0	273.64	0.6%	18"	RCP
SD17 TO SD18	200.80	200.84	197.0	197.34	38.05	0.9%	18"	RCP
SD21 TO SD22	-	-	182.25	182.70	73.72	0.8%	24"	RCP
SD36 TO SD15	-	194.70	187.79	187.37	53.41	0.2%	30"	RCP
SD31 TO SD26	194.72	197.53	192.87	188.91	417.00	0.9%	30"	RCP
SD26 TO SD27	197.53	198.46	188.681	189.56	44.00	2.0%	30"	RCP
SD27 TO SD28	198.46	198.44	189.16	190.94	87.67	2.1%	24"	RCP
SD28 TO SD31	198.44	197.39	190.34	192.10	121.81	1.4%	24"	RCP
SD31 TO SD32	197.39	198.67	192.10	195.00	204.90	1.4%	15"	RCP
SD31 TO SD30	197.39	198.65	192.10	193.80	126.86	1.2%	18"	RCP
SD30 TO SD28	198.65	200.30	193.60	195.10	165.16	0.9%	18"	RCP
SD33 TO SD34	200.30	204.93	195.10	197.50	191.98	1.3%	18"	RCP
SD34 TO SD35	205.03	200.10	199.80	200.00	37.19	0.5%	18"	RCP
SD32 TO SD37	199.46	200.16	194.00	195.96	236.28	0.8%	18"	RCP
SD37 TO SD35	200.16	200.46	195.96	196.46	86.88	1.4%	18"	RCP
SD25 TO SD38	194.72	198.21	190.00	191.56	251.17	0.7%	18"	RCP
SD40 TO SD 40	198.21	196.77	191.34	191.67	134.95	0.7%	18"	RCP
SD40 TO SD 39	196.77	196.85	192.07	192.95	94.78	0.9%	18"	RCP
SD170 TO SD171	-	-	199.70	199.84	77.67	0.3%	24"	RCP

BEARINGS & DISTANCES

Id	Bearing	Distance
L1	S 89°37'54" E	94.87'
L2	S 87°50'12" E	18.23'
L3	S 20°37'09" E	13.01'
L4	N 26°40'09" E	7.70'
L5	N 86°56'07" W	19.24'
L6	S 63°37'54" E	89.91'
L7	N 26°09'06" E	99.00'
L8	N 25°39'05" E	114.56'
L9	N 67°53'25" E	142.59'
L10	N 67°53'25" E	162.84'
L11	S 47°28'17" E	69.71'
L12	S 47°28'17" E	71.55'
L13	N 88°27'09" E	110.82'
L14	N 01°13'24" E	160.16'
L15	N 01°13'24" E	173.06'
L16	N 25°39'25" E	164.80'
L17	N 35°29'26" E	191.66'
L18	S 52°45'26" E	18.87'
L19	S 52°45'26" E	50.17'



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 (7/19/2023)
Georgia RLS 3320

Asbuilt Survey for:
WEDGEWOOD

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

PROPERTY LOCATED IN WEST AUGUSTA
AUGUSTA-RICHMOND COUNTY

Equipment used: Carlson Brx7/ Trimble VR6.
HRMS: .038435 VRMS: 0.164042 PDOP: 1.0
Adjusted by: Least Squares
Field Work Completed on: 06/28/2023

GEORGIA REGISTERED No. 3320 PROFESSIONAL LAND SURVEYOR BENJAMIN O. ECHOLS

BENJAMIN O. ECHOLS
GA PLS NUMBER 3320
1389 THOMSON ROAD
WASHINGTON, GA 30673
ben@echolssurveying.com
706-336-6303

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

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

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:

Witness

Kaliska Vazquez
Notary Public

State of South Carolina County of Lexington

My Commission Expires: 01/19/2033

KALISKA VAZQUEZ NOTARY PUBLIC MY COMM. EXP. 01/19/2033 SOUTH CAROLINA

(Notary Seal)

LAND TO LOTS, LLC

By: Jeff Skeris

As Its: President

(Signatures continued on next page.)

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)

_____
Witness

_____
Notary Public
State of Georgia, County of _____

My Commission Expires: _____

Meeting Name

Meeting Date: January 30, 2024

Dedication of Water and Sanitary Sewer for The Cottages at Ansley

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

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 DEVLELOPER, 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

(Notary Seal)

KERRY E BALLAGAS NOTARY PUBLIC EXPIRES GEORGIA APR. 7, 2025 RICHMOND COUNTY

(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:

THE ANSLEY COTTAGES, LLC

Witness

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)

KERENE BALLARD NOTARY PUBLIC RICHMOND COUNTY GEORGIA EXPIRES APR. 7, 2025

(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)

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 IDs: 6868971028,

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:

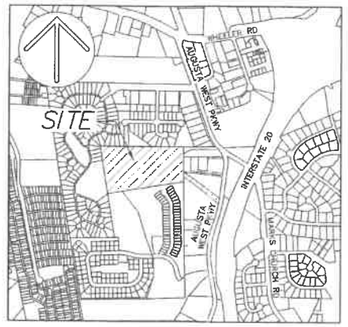
THE ANSLEY COTTAGES, LLC

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'



VICINITY MAP
SCALE: 1"-1000'

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 VRS 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.

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
Secretary

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
S	UNDERGROUND SEWER LINE
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

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#: LSF001036

PROJECT No.: 21009
DRAWN BY: DLJ
SCALE: AS SHOWN

SHEET 1 OF 4

PLAT DATE: MAY 11, 2023

REVISIONS	

GEORGIA REGISTERED No. 3170 07/05/2023 LAND SURVEYOR DAVID L. JACHENS

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) 15-6-67 AS AMENDED BY HB1004 (2018). IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

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

07/05/2023
DAVID LEE JACHENS GA. R.L.S. # 3170 DATE

D: PLAT B: 18 P: 140
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
eFile Participant IDs: 5859971628,

CURVE DATA

CENTERLINE 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"	12.66
C-5	25.00	24.76	23.76	S 61°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"	12.66
C-9	130.00	48.03	47.76	N 11°09'01" 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	59.81	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°33'38" E	182°14'56"	2547.52'
C-17	25.00	26.64	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"	37.21
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

ESMT E
0.08 ACRE, 3550 SF
N:1264795.75
E:679592.05

LEGEND:

TJB	TELEPHONE JUNCTION BOX
	SIGN
	WATER VALVE
	GAS VALVE
SD	STORM SEWER MANHOLE
	OVERHEAD UTILITY POLE
	LIGHT POLE
	HYDRANT
W	WATER METER
T	TELEPHONE MANHOLE
GAS	UNDERGROUND GAS LINE
S	UNDERGROUND SEWER LINE
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')

GA EAST GRID (NAD 83)

GEORGIA REGISTERED No. 3111 07/05/2023 LAND SURVEYOR DAVID L. JACHENS

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) 15-6-67 AS AMENDED BY HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

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 30809
PH 706.299.8721
EMAIL: djachens@yahoo.com
www.LANDSURVEY-MAPPING.com
COA#: LSF001036

PROJECT No.: 21009
DRAWN BY: DLJ
SCALE: 1" = 40'
FIELD DATE: 02/02/2023
PLAT DATE: 05/11/2023

SHEET 4 OF 4

D: PLAT B: 18 P: 139
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
eFile Participant IDs: 5885971026,

D: PLAT B: 18 P: 139 07/31/2023 01:08 PM
Doc # 2023017857 Page 3 of 4

PERMANENT 20' DRAINAGE & UTILITY EASEMENTS RESERVED TO RICHMOND COUNTY

20' STORM ESMT A
0.02 ACRES, 919 SF
N:1264386.38
E:679131.87

20' STORM ESMT B
0.01 ACRE, 457 SF
N:1264451.86
E:679011.11

20' STORM ESMT C
0.03 ACRE, 1387 SF
N:1264370.50
E:678803.03

PERMANENT 20' DRAINAGE & UTILITY EASEMENT RESERVED TO RICHMOND COUNTY

20' STORM ESMT D
N:1264334.94
E:679064.52

COMMON AREA 3
1.82 ACRE
79310 SF

COMMON AREA 4
1.81 ACRE
78852 SF

COMMON AREA 1
OPEN SPACE
0.29 ACRE,12,598 SF
(MAINT. BY HOA)

DETENTION POND
(PRIVATE)

CAMDEN CIRCLE
(PUBLIC - 60' R/W)

100' GEORGIA POWER COMPANY RIGHT-OF-WAY

HILLCREEK SUBD.

MEADOW AT HILLCREEK

WETLANDS

SPILLWAY

ESMT E
N:1264795.75
E:679592.05

LEGEND:

TJB	TELEPHONE JUNCTION BOX
	SIGN
	WATER VALVE
	GAS VALVE
SD	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
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.
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COA#: LSF001036

PROJECT No.: 21009
DRAWN BY: DLJ
SCALE: 1"= 40'
FIELD DATE: 02/02/2023
PLAT DATE: 05/11/2023

SHEET 3 OF 4

GEORGIA REGISTERED No. 3170 DAVID L. JACHENS 8/10/2023 LAND SURVEYOR

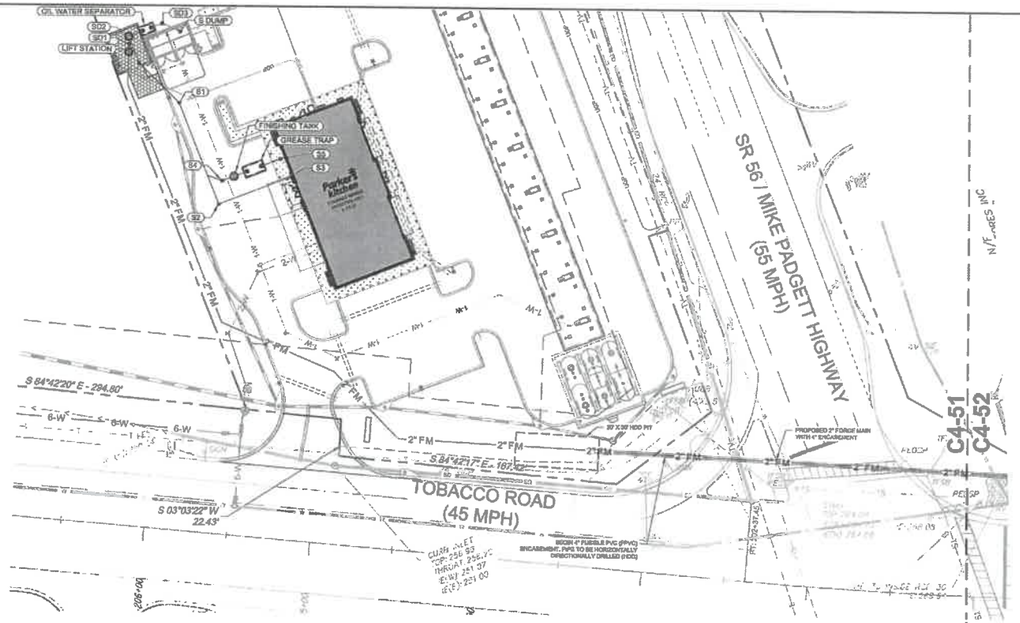
THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB1004 (2018). IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

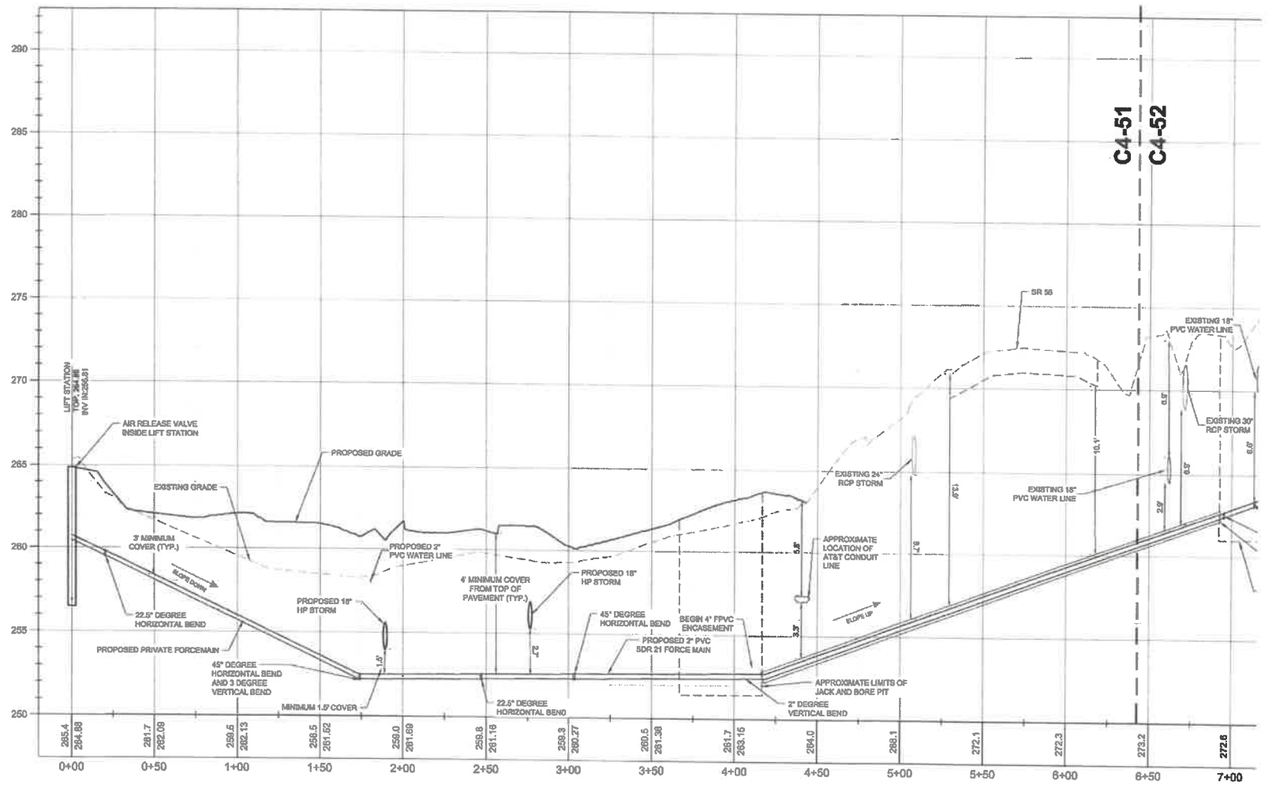
Meeting Name

Meeting Date: January 30, 2024

Drayton-Parker Facility Construction and Permanent Maintenance Agreement

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Drayton-Parker Facility Construction and Permanent Maintenance Agreement.
Background:	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.
Analysis:	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.
Financial Impact:	N/A
Alternatives:	Disapprove the Facility Construction and Permanent Maintenance Agreement.
Recommendation:	Approve and accept the Facility Construction and Permanent Maintenance Agreement.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A





PROFILE VIEW
FORCE MAIN RUN
1" = 40' HORZ.
1" = 4' VERT.

SANITARY SEWER PROFILE NOTES:

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.

PROFILE LINE LEGEND:

PROPOSED GRADE LINE

EXISTING GRADE LINE

EXHIBIT A-1

GEORGIA811
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.

NORTH

VERTICAL SCALE IN FEET
8
4
0

0 40 80
HORIZONTAL SCALE IN FEET

JUL 18 2023

PREPARED BY
Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
1170 KELLY MCDONOUGH STREET
SAVANNAH, GEORGIA 31401
PHONE: (912) 231-4384
WWW.KIMLEY-HORN.COM

PREPARED FOR
Parker's kitchen
DRAYTON-PARKER COMPANIES, LLC.
17 WEST MCDONOUGH STREET
SAVANNAH, GEORGIA 31401
PHONE: 912-231-1401

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
PARKER'S - SR 56 & TOBACCO ROAD
CITY OF AUGUSTA
RICHMOND COUNTY, GEORGIA
PARCEL ID: 157 0008 010, 157 0008 004, & 157 0008 000

REGISTERED PROFESSIONAL ENGINEER
No. PE034916
STATE OF GEORGIA
JAMES GWALTNEY NORRIS

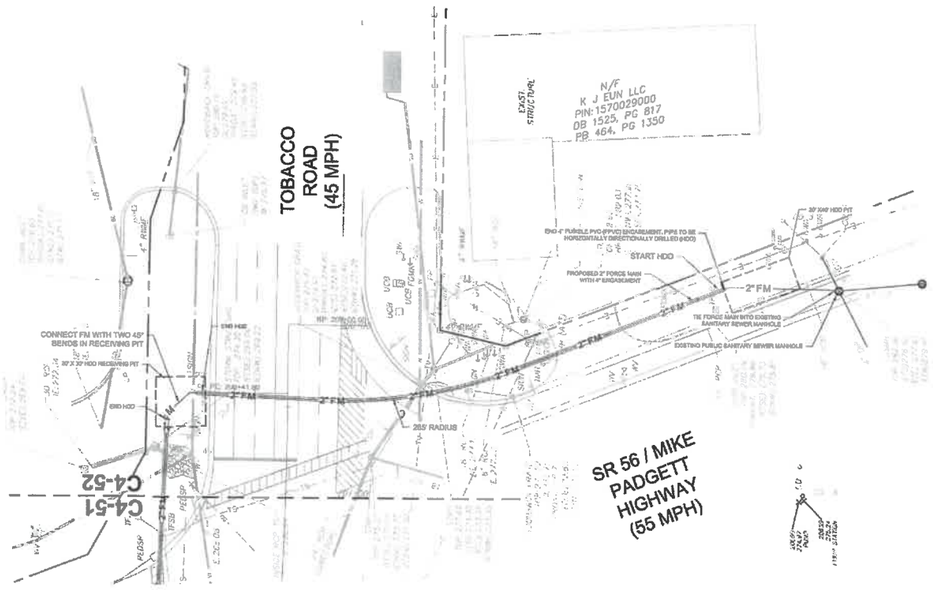
GSWCC NO. (LEVEL II)	0000073524
DRAWN BY	DRV
DESIGNED BY	DRV
REVIEWED BY	DDS
DATE	07/17/2023
PROJECT NO.	014774010

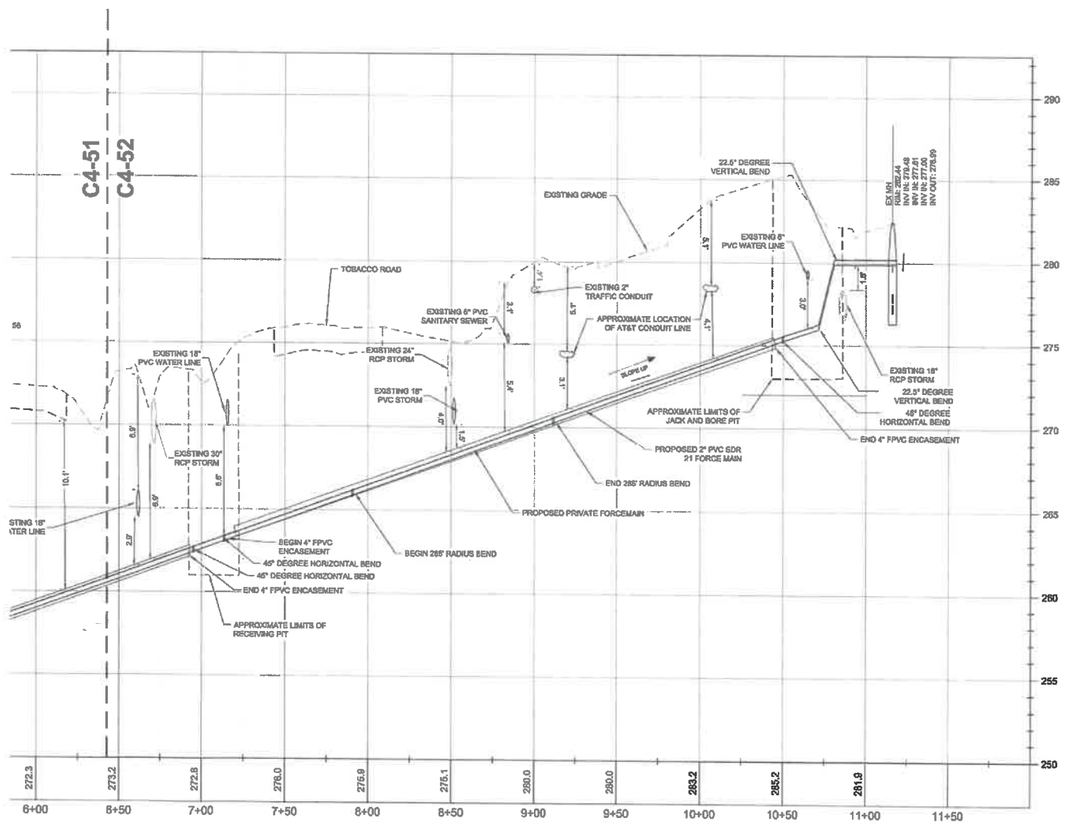
TITLE
FORCE MAIN PROFILE

SHEET NUMBER
C4-51

Drawing name: K:\SAV_Civil\014774000_Pecan\014774010_Augusta_Mike Padgett_GA\C4D\Plansheets\C4-50 - SANITARY SEWER PROFILES.dwg C4-51 FORCE MAIN PROFILE Jul 14, 2023 11:09am byr dawid.smith

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PROFILE VIEW
FORCE MAIN RUN
1" = 40' HORZ
1" = 4' VERT.

SANITARY SEWER PROFILE NOTES:

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.
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PROFILE LINE LEGEND:

PROPOSED GRADE LINE

EXISTING GRADE LINE

EXHIBIT A-2

NORTH

VERTICAL SCALE IN FEET
8
4
0

0 40 80
HORIZONTAL SCALE IN FEET

GEORGIA811
Utilities Protection Center, Inc.
Know what's below.
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JUL 18 2023

PREPARED BY
Kimley»Horn
© KIMLEY-HORN AND ASSOCIATES, INC.
544 E GORDON STREET
SAVANNAH, GEORGIA 31401
PHONE (912) 231-1004
WWW.KIMLEY-HORN.COM

PREPARED FOR
Parker's kitchen
DRAYTON-PARKER COMPANIES, LLC.
17 WEST MCDONOUGH STREET
SAVANNAH, GEORGIA 31401
PHONE: 912-231-1001

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
PARKER'S - SR 56 & TOBACCO ROAD
CITY OF AUGUSTA
RICHMOND COUNTY, GEORGIA
PARCEL ID: 157 0026 010, 157 0027 003, & 157 0028 000

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE SANITARY SEWER EXTENSION SHOWN HEREON ARE IN CONFORMITY WITH THE REGULATIONS OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION.
GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. PE034915
IWI GEORGIA WEST STREET PROFESSIONAL ENGINEER NORRIS GWATNEY

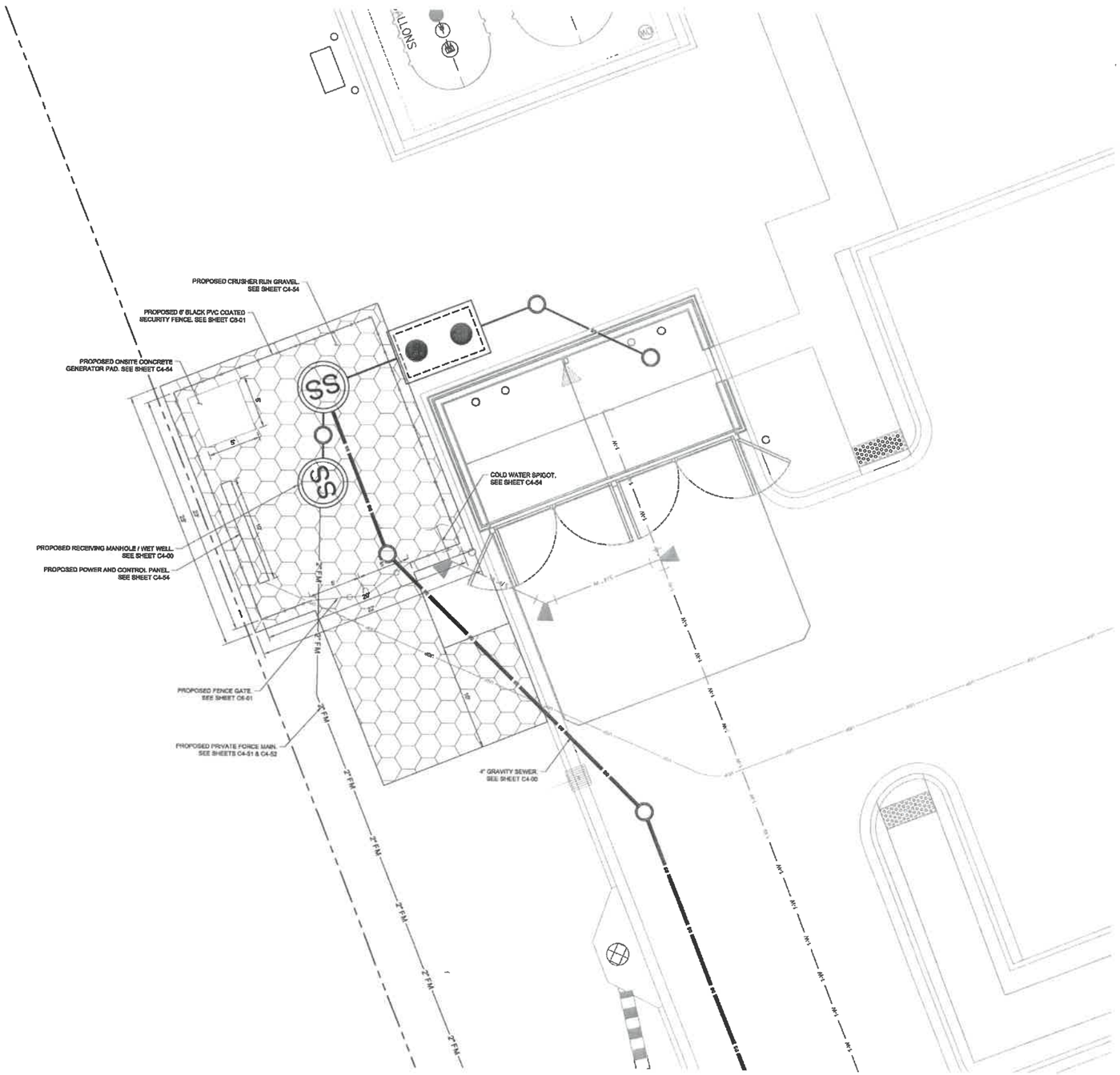
GSWCC NO. (LEVEL II)	0000073524
DRAWN BY	DRV
DESIGNED BY	DRV
REVIEWED BY	DDS
DATE	07/17/2023
PROJECT NO.	014774010

TITLE
FORCE MAIN PROFILE

SHEET NUMBER
C4-52

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Drawing name: K:\SAV_Civil\014774000_Pecan\014774010_Augusta_Mike Padgett_GA\CAD\Plansheets\C4-60 - SANITARY SEWER PROFILES.dwg C4-62 FORCE MAIN PROFILE Jul 14, 2023 11:09am by: david.smith



NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE STANDARDS AND REGULATIONS.
2. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS AND OWNERS REQUIREMENTS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
3. CONTRACTOR SHALL PROVIDE ALL NECESSARY EQUIPMENT TO COMPLETE THE WORK INCLUDING BUT NOT LIMITED TO:
   - DEWATERING EQUIPMENT
   - BYPASS PUMPS AND PIPING
   - TEMPORARY ELECTRICAL SERVICES
4. ALL EQUIPMENT WARRANTIES SHALL BE FULLY TRANSFERRED TO THE OWNER UPON SYSTEM TURN OVER.
5. ALL PIPE LENGTHS 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.
6. UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATE WITH UTILITY COMPANIES. CONTRACTOR SHALL NOTIFY ENGINEER OF CONFLICTS. ALL CHANGES SHALL BE APPROVED BY THE ENGINEER.
7. CONTRACTOR SHALL PROVIDE COMPLETE AS-BUILT DRAWINGS OF THE SANITARY SEWER CONSTRUCTION PRIOR TO ACCEPTANCE. CONTRACTOR SHALL PROVIDE FORCE MAIN ELEVATIONS EVERY 50 FT.

EXHIBIT A-3

GEORGIA811. Utilities Protection Center, Inc. Know what's below. Call before you dig.

GRAPHIC SCALE IN FEET
0 2.5 5 10

PREPARED BY:
Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
344 E. GORDON STREET
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PHONE (912) 231-4364
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PREPARED FOR:
Parker's kitchen
DRAYTON-PARKER COMPANIES, LLC.
17 WEST MCDONOUGH STREET
SAVANNAH, GEORGIA 31401
PHONE: 912-231-1001

No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PROJECT
PARKER'S - SR 56 & TOBACCO ROAD
CITY OF AUGUSTA
RICHMOND COUNTY, GEORGIA
PARCEL IDs: 197 00004 016, 197 0007 002, & 197 0008 000

JAMES RUSSELL WINDSOR — GEORGIA — REGISTERED — 39481 — PROFESSIONAL ENGINEER

GSWCC NO. (LEVEL II)	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

Drawing name: K:\SAV_Civil\014774000_Pcsa\014774010_Augusta_Mike Padgett_GA\CAD\Plansheets\C4-50 - SANITARY SEWER PROFILES.dwg C4-53 LIFT STATION PLAN Jul 14, 2023 10:24am by: david.smith

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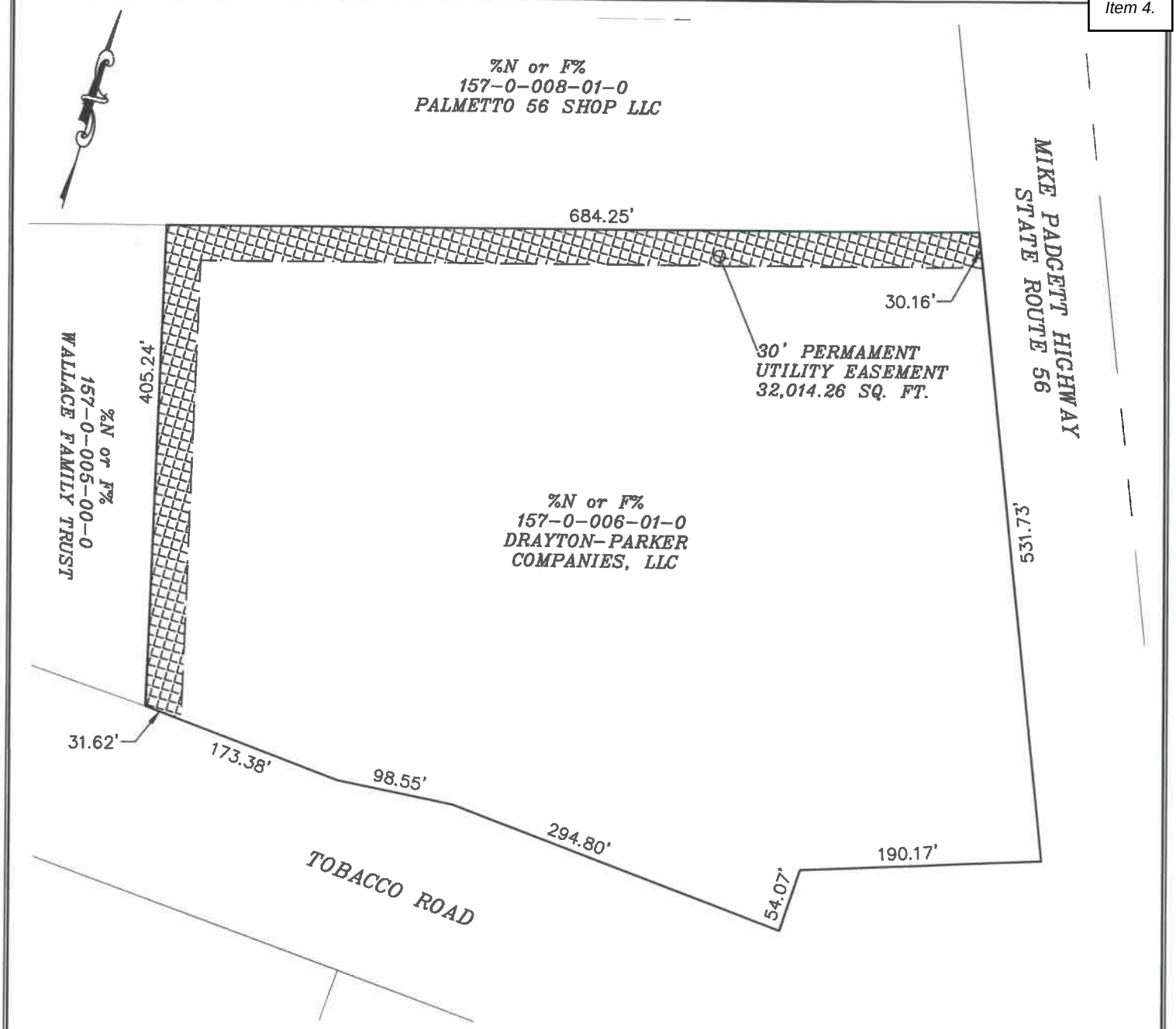


EXHIBIT B

NOT TO SCALE

DRAYTON-PARKER COMPANIES, LLC	Augusta GEORGIA	DRAWING INFORMATION
		PROJECT No: PARKER'S KITCHEN
		DATE: OCT. 2023
UTILITY EASEMENT	AUGUSTA UTILITIES DEPARTMENT 452 WALKER STREET, SUITE 200 AUGUSTA, GA 30901	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.
1 OF 1		

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.*

(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. D RAYTON-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

Witness

By: _____

Notary Public,
State of Georgia, County of Chatham

Keith Sultzman, VP of Finance
Printed Name and Title

My Commission Expires: 3/7/26

(NOTARY SEAL)

Witness

By: _____

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)

Meeting Name

Meeting Date: January 30, 2024

Drayton-Parker Easement Deed

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Drayton-Parker Easement Deed.
Background:	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..
Analysis:	Drayton-Parker has generously agreed to donate the easement needed for the water pipeline.
Financial Impact:	N/A
Alternatives:	Disapprove the Drayton-Parker Easement.
Recommendation:	Approve and accept the Drayton-Parker Easement.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	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]

IN WITNESS WHEREOF, DRAYTON-PARKER has set its hand and seal, the day and

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

H L SCOTTIE HENDRIX II NOTARY EXPIRES GEORGIA March 7, 2026 PUBLIC CHATHAM COUNTY

Witness

Blake L. Greco

Notary Public, Chatham County, Georgia

As Its: General Counsel

My Commission Expires: 3/7/26

H L SCOTTIE HENDRIX II NOTARY EXPIRES GEORGIA March 7, 2026 PUBLIC CHATHAM COUNTY

AUGUSTA, GEORGIA

By: ----------
Garnett L. Johnson
As Its Mayor

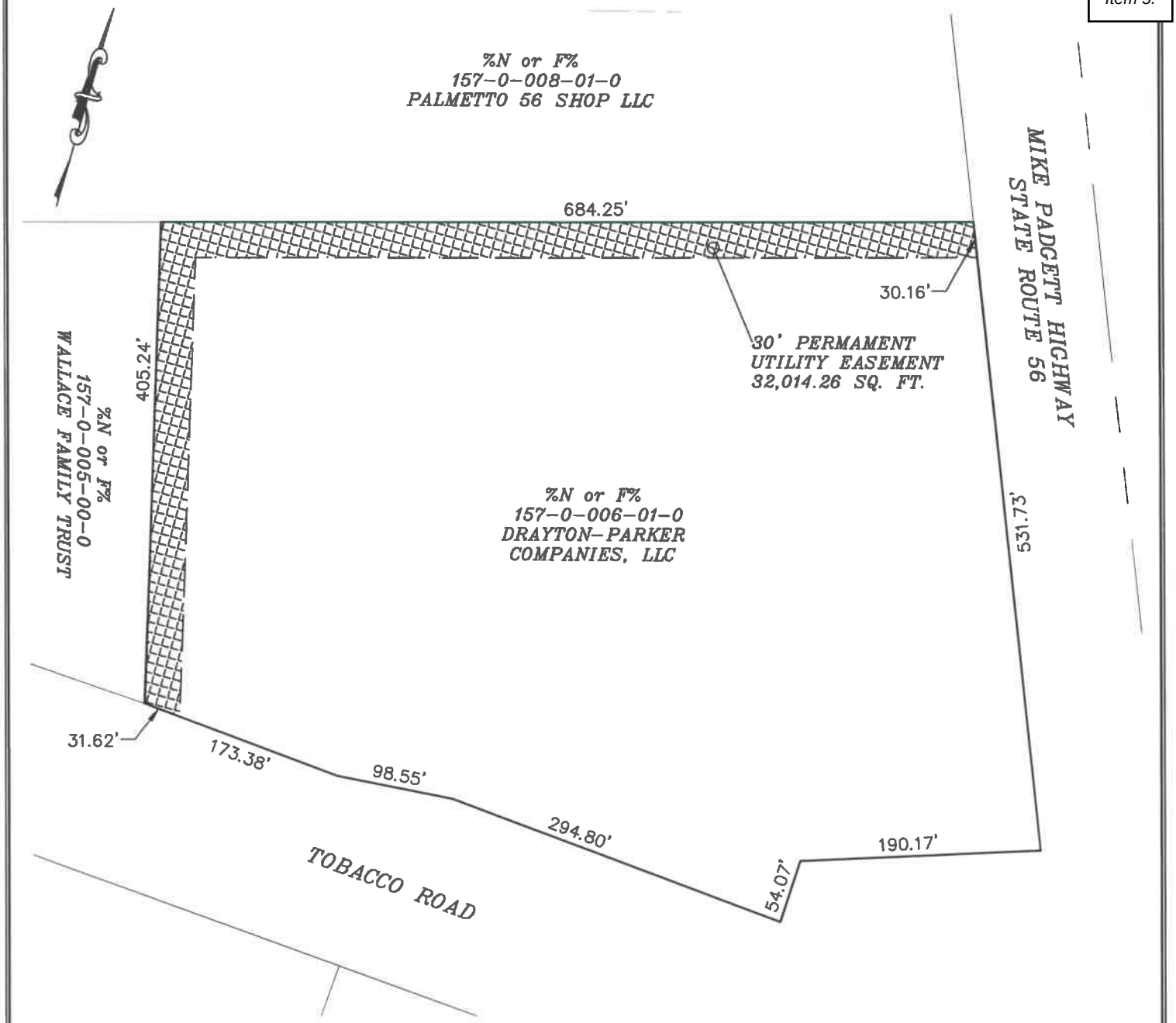
Attest: ----------
Lena Bonner
As Its Clerk of Commission

(SEAL)

Witness

Notary Public
State of Georgia, County of ____

My Commission Expires: _____



"EXHIBIT A"

NOT TO SCALE

DRAYTON-PARKER COMPANIES, LLC	Augusta GEORGIA	**DRAWING INFORMATION** PROJECT No: PARKER'S KITCHEN DATE: OCT. 2023
UTILITY EASEMENT	**AUGUSTA UTILITIES DEPARTMENT** **452 WALKER STREET, SUITE 200** **AUGUSTA, GA 30901**	*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.
1 OF 1		

Engineering Services

Meeting Date: December 19, 2023

Georgia Drinking Water State Revolving Fund Loan Application

Department:	Utilities
Presenter:	Wes Byne
Caption:	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.
Background:	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.
Analysis:	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.
Financial Impact:	This loan is principal forgiveness funding in the amount of $450,000.00
Alternatives:	Deny the loan agreement
Recommendation:	Approve submission of the loan application
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Loan/Project No. **DWLSL2022108**
Catalog of Federal Domestic Assistance (CFDA): # 66.468

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

LOAN AGREEMENT

DO NOT DATE THIS PAGE

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) dated __ 20____, by and between **AUGUSTA UTILITIES DEPARTMENT**, [illegible] 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**

ITEM	TOTAL	DWSRF	Other Contributions
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	-
TOTAL	**$450,000**	**$450,000**	**-**

*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.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **AUGUSTA UTILITIES DEPARTMENT**

Loan Number: **DWLSL2022108**

ACTION	DATE
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 15th 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 _____, ____.

(SEAL)

AUGUSTA UTILITIES DEPARTMENT

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

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.

STATE REQUIREMENTS

Recipient: **AUGUSTA UTILITIES DEPARTMENT**

Loan Number: **DWLSL2022108**

None.

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.

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. 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.

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.

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.

FINANCIAL COVENANTS

Recipient: **AUGUSTA UTILITIES DEPARTMENT**

Loan Number: **DWLSL2022108**

None.

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:

(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:_____ _____
Secretary/Clerk

(SEAL)

GEFA ACH AUTHORIZATION FORM

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 #: | DISADVANTAGED BUSINESS ENTERPRISE DBE: Yes ☐ No ☐

SAM UEI #: | SAM CAGE Code:

E-Verify #: | E-Verify Date:

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. PLEASE EMAIL THIS FORM ALONG WITH A COMPLETED CURRENT YEAR W9 TO 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 15th 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

Department:	Law
Presenter:	Wayne Brown, General Counsel
Caption:	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.
Background:	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.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340-041110-54.11120
REVIEWED AND APPROVED BY:	N/A

Engineering Services

Meeting Date: January 30, 2024

Acquisition of Right-of-Way 3754 Wheeler Road – Parcel 10

Department:	LAW
Presenter:	Wayne Brown, General Counsel
Caption:	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.
Background:	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.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340-041110-54.11120
REVIEWED AND APPROVED BY:	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)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: 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

Background: 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.

Analysis:	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
Financial Impact:	Services cost is covered by City Waste Collection Contract revenue.
Alternatives:	No alternate proposed
Recommendation:	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
Funds are available in the following accounts:	542-000000 – 34.41122 - Environmental Services Waste Hauling Contract Revenue
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: 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

Augusta GEORGIA

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 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

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

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)**						
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
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 Servicers 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 DepartmentRepresentative:_____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

Etiquettes d'adresse Easy Peel

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	ctib...@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	Rlcfarms1062@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

Solid Waste & Recyable 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	*RFP 23-112* GWS Initial Unit Fee Monthly	11/27/2023 *RFP 23-112* GWS Final Unit Fee Monthly
1	Garbage, yard Waste, Bulky Waste, Recyclables	Residential	Weekly	30185			32.75	32.03
2	Garbage , Recyclables	Non-Residential	Weekly	141			26.75	26.75
3	Yard Waste, Bulky Waste	Unoccupied	Weekly	5241			6.00	6
4		Extra Carts	Weekly	1206			17.94	17.94

OPTION Two

	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly	Unit Fee Monthly	Unit Fee Monthly
1	Garbage, yard Waste	Residential	Once/week	30185				
	Bulky Waste, Recyclables		Once/Two-Week				30.98	29.00
2	Garbage	Non-Residential	Once/week	141			25.98	25.98
	Recyclables		Once/Two-Week					
3	Yard Waste, Bulky Waste	Unoccupied	Once/Two-Week	5241			6	6
4		Extra Carts	Weekly	1206			17.94	17.94

OPTION Three

	Waste Type	Service Type	Service Frequency	Units Quantity *	Unit Fee Monthly	Total Fee Monthly	Unit Fee Monthly	Unit Fee Monthly
1	Garbage	Residential	Once/week	30185			27.72	27.00
	Yard Waste, Bulky Waste		Once/Two-Week					
2	Garbage	Non-Residential	Once/week	141			22.72	22.72
3	Yard Waste, Bulky Waste	Unoccupied	Once/Two-Week	5241			6	6
4		Extra Carts	Weekly	1206			17.94	17.94

Option Three Note: 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	Unit Fee Monthly	Unit Fee Monthly
1	Garbage	Residential	Weekly	30185			19.15	19.15
2	Garbage	Non-Residential	Weekly	141			21.72	21.72
3		Extra Carts	Weekly	1206			17.94	17.94

Option Four Note: 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.

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)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: 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

Background: 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".

Analysis: 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.

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

Financial Impact: Funds in amount of $2,744,549.10 are available in Solid Waste Facility Phase 3 Closure/Post Closure funds.

Alternatives: 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 APPROVED BY:	HM/SR

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

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
				SUBTOTAL BID COST	$2,344,549.10
				FORCE ACCOUNT	$400,000.00
				TOTAL BID COST	$2,744,549.10

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***

Augusta GEORGIA

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

Augusta
GEORGIA

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

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Base Bid
American Environmental Group, Ltd., LLC 3600 Brecksville Road, Suite 100 Richfield, OH 44286	Yes	Yes	141223	Yes	Yes	$3,528,877.50
Blue Flame Crew, LLC 620 N. River Road, Suite 106 Naperville, IL 60563	Yes	Yes	1786748	Yes	Yes	$2,744,549.10
Carlson Environmental Consultants, PC 1127 Curtis Street, Suite 100 Monroe, NC 28112	Yes	Yes	343032	Yes	Yes	$2,757,104.50

Invitation to Bid

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) 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 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

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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Georgia Procurement Registry:1057
Pre-Proposal Conference Attendees: N/A
Total Packages Submitted: 3
Total Noncompliant: 0

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Base Bid
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Blue Flame Crew, LLC 620 N. River Road, Suite 106 Naperville, IL 60563	Yes	Yes	1786748	Yes	Yes	$2,744,549.10
Carlson Environmental Consultants, PC 1127 Curtis Street, Suite 100 Monroe, NC 28112	Yes	Yes	343032	Yes	Yes	$2,757,104.50

Augusta GEORGIA

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

Augusta Blueprint & Microfilm, Inc.

23-237 Deans Bridge Rd MSW Landfill Ph 3 Gas Collection & Control System Expansion

Planholders List

nt #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	Stearns, Conrad & Schmidt Consulting Eng., dba SCS Field Services			X	1881 Csmpus Commons Drive, Suite 450 Reston, VA 20191 Sesmith@scsengineers.com	571-643-4324	703-709-8379
2	Carlson Environmentasl 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@tetratech,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@dotenerysolutions.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 DEPERTMENT

JUNE HAMAL
ENGINEERING/ENVIRONMENTAL SERVICES

Planholders

Add Supplier | Export To Excel

Supplier (9)

Supplier	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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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.
Background:	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.
Analysis:	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.
Financial Impact:	Funds in amount of $148,205 available in SPLOST 8 Grading & Drainage.
Alternatives:	1). Do not approve and find alternative to complete the project
Recommendation:	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
Funds are available in the following accounts:	($148,205) 330-044320-222830907-52.23110 - SPLOST 8 Grading & Drainage

REVIEWED AND APPROVED BY: HM/SR

AUGUSTA-RICHMOND COUNTY
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	**330-044320**
Supplemental Agreement Number:	**5**
Purchase Order Number:	**22ENG182/P163878**

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

_____
Mayor Garnett L. Johnson

Approved: Date _____

ATTEST:
_____

Title: _____

Alfred Benesch & Company

_____

Approved: Date _____
[ATTACHED CORPORATE SEAL]
ATTEST:
_____

Title: _____

Alfred Benesch & Com
1005 Broad Street, Suite 200
Augusta, GA 30901
www.benesch.com
P 706-722-4114
F 706-722-6219

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)

benesch

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
Phase IV - Hornsby								
Final Construction Plans								
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
Bidding and Pre-Construction								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 recommentation			**2**		**4**			6
Attend Pre-construction Meeting			**2**		**2**			4
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
Total		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**

benesch

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
Phase V - East Telfair								
Final Construction Plans								
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
Bidding and Pre-Construction								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 recommentation			2		4			6
Attend Pre-construction Meeting			2		2			4
								0
								0
								0
								0
								0
								0
								0
								0
Total		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	
Total per Rate Schedule			$42,235.00	$42,235.00
Direct Costs	Number	Rate	Cost ($)	
Travel				
		$0.585	$0.00	
Total Direct Costs				$0.00
Subconsultant Costs	Number	Rate	Est. Cost ($)	
Toole Surveying	1	$2,000.00	$2,000.00	
Total Subconsultant Costs				$2,000.00
Total Proposed Fees				**$44,235.00**

benesch

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
Phase VI - East View Subdivision								
Final Construction Plans								
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
Bidding and Pre-Construction								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 recommentation			**2**		**4**			6
Attend Pre-construction Meeting			**2**		**2**			4
								0
								0
								0
								0
								0
								0
								0
								0
Total		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	
Total per Rate Schedule			$36,285.00	$36,285.00
Direct Costs	Number	Rate	Cost ($)	
Travel				
		$0.56	$0.00	
Total Direct Costs				$0.00
Subconsultant Costs	Number	Rate	Est. Cost ($)	
Toole Surveying	1	$500.00	$500.00	
Total Subconsultant Costs				$500.00
Total Proposed Fees				**$36,785.00**

benesch

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
Phase VII - Riverside Park								
Final Construction Plans								
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
Bidding and Pre-Construction								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 Recommentation			2		4			6
Attend Pre-construction Meeting			2		2			4
								0
								0
								0
								0
								0
								0
								0
								0
Total		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	
Total per Rate Schedule			$41,135.00	$41,135.00
Direct Costs	Number	Rate	Cost ($)	
Travel				
		$0.56	$0.00	
Total Direct Costs				$0.00
Subconsultant Costs	Number	Rate	Est. Cost ($)	
Toole Surveying	1	$625.00	$625.00	
Total Subconsultant Costs				$625.00
Total Proposed Fees				**$41,760.00**

Committee Meeting

Meeting Date: January 30, 2024

811 Utilities Protection Center Annual Payment

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the sole source payment of $27,245.75 to the Georgia 811 Utilities Protection Center.
Background:	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.
Analysis:	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.
Financial Impact:	Adequate funds are available, and expenditures of this amount will leave enough funding for other payments throughout the remainder of this fiscal year.
Alternatives:	Do not approve the sole source request.
Recommendation:	Approve the sole source payment request in the amount of $27,245.75 to the Georgia 811 Utilities Protection Center.
Funds are available in the following accounts:	($27,245.75) Streetlights Operations 276041610-5312310
REVIEWED AND APPROVED BY:	HM/SR

Print Form

Augusta GEORGIA

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:

Rev. 09/10/12

ENGINEERING DEPARTMENT

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

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

☐ Monthly
☐ Quarterly
☐ Annual

P.O. No.	Terms

Item	Description	Quantity	Rate	Amount
Annual	2024 Annual Membership Fee		27,245.75	27,245.75

Total	$27,245.75
Payments/Credits	$0.00
Balance Due	$27,245.75

If paying by check, please include your invoice number and member code to ensure payment is applied correctly.

Thank you!

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

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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
Background:	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.
Analysis:	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.
Financial Impact:	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.
Alternatives:	Do not approve installation of speed humps along Fairington Dr
Recommendation:	Approve the installation of twelve (12) speed humps along Fairington Drive between Tobacco Road and Teakwood Drive at a cost of approximately $54,000.
Funds are available in the following accounts:	($54,000) 101041710-5319160 – Traffic Operations budget
REVIEWED AND APPROVED BY:	HM/SR

FOR Augusta GEORGIA

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).

	Name	Address	Phone Number
Neighborhood Representative:	Rev. Melvin Ivey	4120 Country Ln.	

Print Name	Address	Date	Signature
Shanita Kimble	3925 Fairington Dr.	4/2/23	
Blonda Runnels	3920 Fairington Dr.	4/2/23	Blonda Runnels
David Thomas	3922 Fairington Dr	4-2-23	
Shirley Mack	3921 Fairington Dr	4/2/23	Shirley Mack
Anthony Hawes	3918 FAIRINGTON DR	4/2/23	
Wade Belcher	3914 Fairington Dr.	4/2/23	
LAkeetra Wilkes	3913 Fairington Dr.	4-2-23	
Travis Perkins	3911 Fairington Dr	4/2/23	
Michael W. Wilkins	3912 FAIRINGTON DR	4/2/23	
Eldon O. Smith	3906 Fairington Dr	4/2/23	
Samantha Clark	3720 Clayton Dr	4-2-23	

Augusta GEORGIA

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
Rickie Mclendon	3789 Fairington Dr.	3-17-23	
Lorraine Cain	3793 Fairington Dr.	3/17/23	
Johnnie B. Liggins	3778 Fairington DR		
Joe Mitchum	3785 Fairington DR		
Michael Lowe	3776 Fairington Dr.	3-18-23	
Bernice Johnson	3781 Fairington Dr	3-18-2023	
Warren Johnson	3779 Fairington Dr	3-18-23	
Jacquelyn Jones	3774 Fairington Dr.	3-18-23	
Deborah Smith	3770 Fairington Dr	3-18-23	
Jeffrey Byrd	3775 Fairington Dr.	3-18-23	
Lesley Crawford	3788 Fairington Dr	3-29-23	

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Augusta GEORGIA

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 Street from ~~3795~~ 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
Sara C. Rogers	3797 FAIRINGTON	3/	S. Rogers
Vontina Allen	3799 Fairington	3/17/23	
[illegible]	3803 Fairington Dr	3-17-23	
Nicole Green	3794 Fairington Dr	3/17/23	
Ariana Conkleen	3805 Fairington Dr	3/17/23	
Allen S. Thomas	3798 FAIRington Dr.	3/17/23	
Gregory Scott	3796 Fairington Dr.	3/17/23	
[illegible]	3809 Fairington Dr.	3/17/23	
Tyra Gaynor	3784 Fairington Dr	3/17/23	
Veola McCain	3782 Fairington	3/17/23	
Benjamin Jones	3780 Fairington	3-17-23	

Augusta GEORGIA

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 (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
Cassie Gray	3909 Fairington Dr	4-2-23	Cassie Gray
Antonio Collins	3714 Clayborn Dr	4-2-23	

FOR

Augusta GEORGIA

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	
Raymond Mercer	3828 fairington DR	3/7/23	
Eli Badillo	3787 Fairington Dr	3/7/23	Eli Badillo
Mary Johnson	3749 Fairington Dr	3/7/23	
Jacqueline Brady	3751 Fairington Dr	3/25/23	
Melinda Sessoms	3755 Fairington	3/25/23	
Ray Gethers	3755 fairington DR	3/25/23	
Natasha Watkins	3757 Fairington Dr.	3/25/23	
Dina Elbeleidy	3759 Fairington Dr	3/25/23	
Keenan Phillips	3766 Fairington Dr	3/25/23	

FOR

Augusta GEORGIA

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

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
✓ Ella Ealy	3848 Fairington Dr	03-07-23	E. E. Ealy
✓ MERLIN THOMASON	3776 FAIRINGTON DR	03-2-23	706 817 6383
✓ John & MaeAnn Perez	3783 Fairing Dr.	3/07/23	John & Mae Perez
✓	3747 Fairington Dr 30815	03/07/23	
✓ Ann R. Hampton	3744 Fairington Dr	3/9/2023	Ann R Hampton

FOR

Augusta GEORGIA

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
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	
John & Cheryl Gilchrist	3795 Fairington	3-7-23	John H Gilchrist
Stanton and Teresa Shealy	3728 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	

Augusta GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph D, Director
John Ussery, PE, Assistant Director of Traffic

PETITION REQUESTING THE INSTALLATION OF SPEED HUMPS

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Neighborhood Representative: Name / Address / Phone Number

Print Name	Address	Date	Signature
Debra Keffer	3853 Fairington Dr.	March 18th	Debra Keffer
Rayneira Thompsun	3819 Fairington Dr.	March 18th	Rayneira Thompsun
Joni Rogers	3804 Fairington Dr	20 Mar 23	Joni Rogers

Augusta GEORGIA

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Neighborhood Representative: _____ Name _____ Address _____ Phone Number

Print Name	Address	Date	Signature
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	
JANNIE Hightower	3857 FAIRING DR.	3/18/23	
ANITA KEFFER	3842 FAIRINGTON DR.	3/18/23	Anita Keffer
Joseph Tenorio	3844 Fairington Drive	18 Dec 2023	
Otis Jones Jr	3863 Fairington Dr	3/18/23	Otis Jones
Linda Anderson	3854 fairington Dr.	3/18/23	
Angela Goodwin	3856 Fairington Dr.	3/18/23	
Kenneth Adams	3865 Fairington dr	3/18/23	

Augusta GEORGIA

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Neighborhood Representative:	Name	Address	Phone Number

Print Name	Address	Date	Signature
WILLIAM LAMB	3814 FAIRINGTON	03-17-23	William D Lamb
Cameron McFadden	3827 Fairington	3-17-23	
Gloria Cooper	3817 Fairington	3-17-23	Gloria Cooper
George Jones	3808 Fairington	3-17-23	
Fastine Cooper	3806 Fairington Dr.	3/18/23	Fastine Cooper
Chief Seymore	3837 Fairington Dr.	3/18/23	
Josephine Burns	3841 fairington Dr	3/18-23	Josephine Burns
Alice Burky	3843 Fairington Dr	3/15/23	Alice M
OSWALD CALENDER	3830 Fairington dr	3/18/23	
Clare Corley	3847 Fairington Dr	3/18	
JAMES C HUGHES	3832 FAIRINGTON DR	3/18-23	

Augusta GEORGIA

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Neighborhood Representative: _____ Name _____ Address _____ Phone Number

Print Name	Address	Date	Signature
Katuiny Grant	3812 Fairington Dr.	3/17	Katuiny Grant
Marie Davis	3821 Fairington Dr	3-17	Marie Davis
Lachell Smith	3829 Fairington Dr	3-17	
Sharon Mitchell	3820 Fairington Dr	3-17	Sharon Mitchell
Catherine Harris	3833 Fairington Pk	3.17	
Johnathan Prince	3833 Fairington Pk	3.17	
Shanaris Byrnes	3824 Fairington Dr	3/17	
MUNC Redden	3822	3/17	Munc Redden
Ann Bryant	3839 Fairington Drive	3/17	Ann Bryant
Nicole Moore	3810 Fairington Dr	3/17	Nicole Moore
Vane' Davis	3816 Fairington Dr	3/17	

Augusta GEORGIA

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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 Goodlett	3710 Fairington Dr.	3/15/23	Jo Ann Goodlett
Karin Brennan	3715 Fairington Dr	3/15/23	K Brennan
Cheryl Reed	3720 FAIRINGTON DR		Cheryl Reed
Kevin Demastrie	3717 Fairington Dr.		
Remille Ables	3721 Fairington Dr		Remille Ables
Richard Broadale	3727 FAIRINGTON		
JERRY K GILKES	3734 Fairington Dr	3/15	
James Swanagan	3737 Fairington Dr		
Jerome R. Peterson	3743 Fairington		
Orlando Bradley	3751 Fairington Dr.		

Augusta GEORGIA

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Neighborhood Representative: _____ Name _____ Address _____ Phone Number _____

Print Name	Address	Date	Signature
Miguela Geraldo	3867 fairington DR	3/16/23	Miguela Geraldo
Yohendri Mendez	3719 fairington Dr	3/16/23	Yohendri Mendez
Michael Cuy	3718 fairington DR	3-16-23	Michael Cuy
Kenya Goodwin	3723 Fairington Dr	3-16-23	Kenya Goodwin
Jonathan Todd	3730 Fairington Dr	3/16/23	Jonathan Todd
Thomas Cody Sr	3732 Fairington	3-16-23	Thomas Cody Sr
Faye Armstrong	3738 Fairington	3-16-23	Faye Armstrong
HAROLD BUKESTRAW	3741 FAIRINGTON DR	3/16/23	Harold Bukestraw

Augusta GEORGIA

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Neighborhood Representative: _____ Name _____ Address _____ Phone Number

Print Name	Address	Date	Signature
Edward B. Anderson	3784 Fairington DR.	6 Sep 23	Edward B. A
Cheryl A. Palmer Gilchrist	3795 Fairington Dr.	Sept 6, 2023	Cheryl A. Gilchrist
Veola McCain	3782 Fairington Dr	sept. 11, 2023	Veola McC

3773 Empty

2513

Augusta GEORGIA

ENGINEERING DEPARTMENT

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	Name	Address	Phone Number
Neighborhood Representative:	Rosa Rosier	2513 Mickey Dr. Hph	706 792-2884

Print Name	Address	Date	Signature
Wanda Lynch	3725 Fairington Dr.	9/6/2023	Wanda Lynch
SYLVIA J. BARNES	3735 FAIRINGTON DR	9-6-2023	Sylvia Barnes
Antoine Dalton	3765 Fairington Dr.		

Augusta GEORGIA

ENGINEERING DEPARTMENT

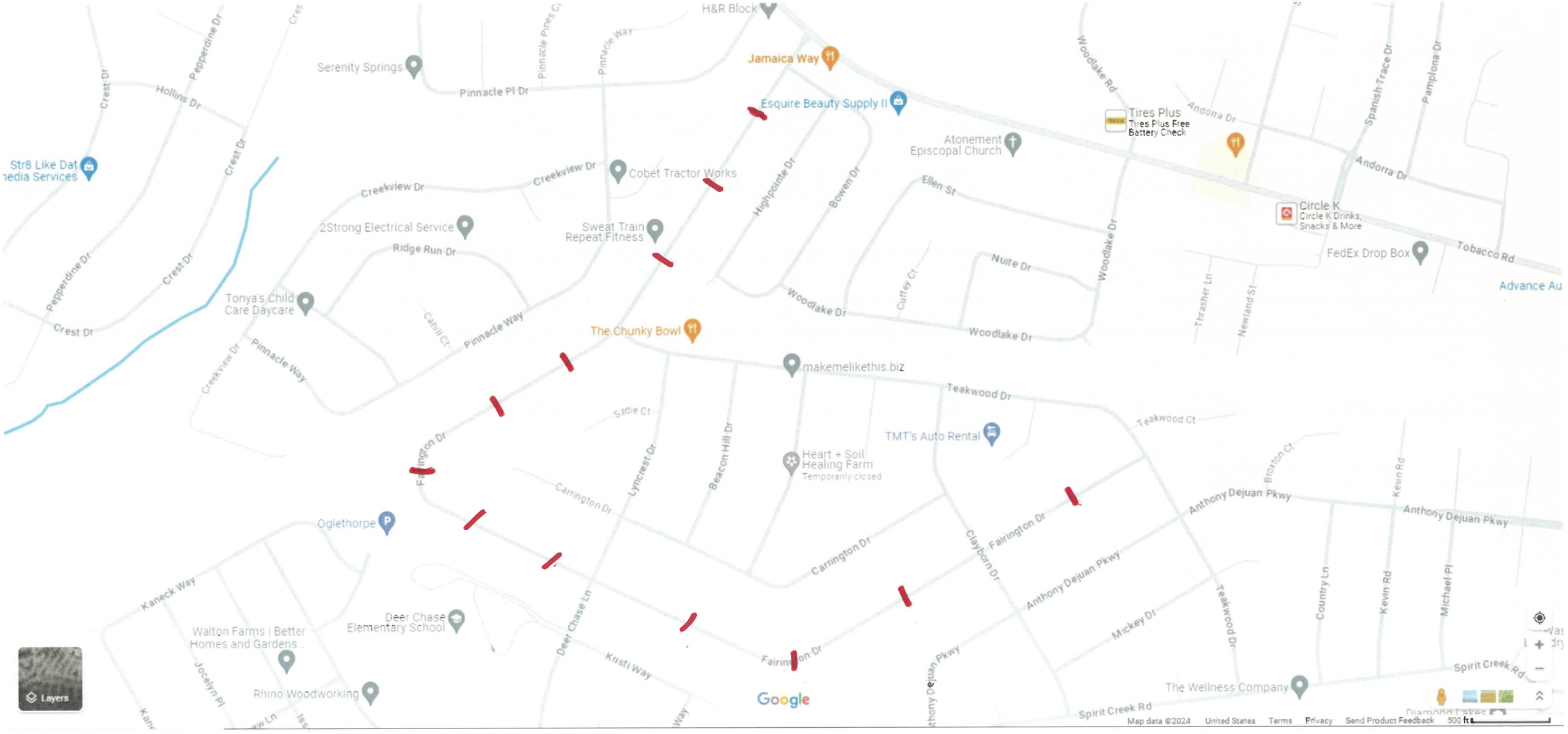
Hameed Malik, PE, Ph D, Director
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Neighborhood Representative: _____ Name _____ Address _____ Phone Number

Print Name	Address	Date	Signature
Calvery Martin	3916 Fairington Dr	8/19/23	Calvery Martin
Barbara Dixon	3907 Fairington dr	8-19-2023	Barbara A Dixon
Jesse Fontejon	3905 Fairington dr.	8-19-23	
Lena Bell	3807 Fairington Drive	8.19.23	Lena Bell
Alexis Medina	3813 Fairington Drive	8/19/23	Alexis Medina
KALVIN GRANT	3817 Fairington Drive	8.23.23	


H&R Block
Jamaica Way
Serenity Springs
Pinnacle Pl Dr
Pinnacle Pines Ct
Pinnacle Way
Esquire Beauty Supply II
Tires Plus
Tires Plus Free Battery Check
Woodlake Rd
Andorra Dr
Spanish Trace Dr
Pamplona Dr
Atonement Episcopal Church
Str8 Like Dat
Hollins Dr
Pepperdine Dr
Crest Dr
Creekview Dr
Cobet Tractor Works
Highpointe Dr
Bowen Dr
Ellen St
Circle K
Circle K Drinks, Snacks & More
Tobacco Rd
FedEx Drop Box
Advance Au
2Strong Electrical Service
Sweat Train Repeat Fitness
Ridge Run Dr
Nuite Dr
Woodlake Dr
Cuffey Ct
Thrasher Ln
Newland St
Tonya's Child Care Daycare
Cahill Ct
The Chunky Bowl
makemelikethis.biz
Teakwood Dr
Szdie Ct
TMT's Auto Rental
Teakwood Ct
Heart + Soil Healing Farm
Temporarily closed
Broxton Ct
Kevin Rd
Anthony Dejuan Pkwy
Carrington Dr
Lyncrest Dr
Beacon Hill Dr
Fairington Dr
Claybourn Dr
Oglethorpe
Kaneck Way
Deer Chase Elementary School
Deer Chase Ln
Walton Farms | Better Homes and Gardens...
Jocelyn Pl
Rhino Woodworking
Kristi Way
Mickey Dr
Country Ln
Michael Pl
The Wellness Company
Spirit Creek Rd
Diamond Lakes
Layers
Google
Map data ©2024
United States
Terms
Privacy
Send Product Feedback
500 ft

Committee Meeting

Meeting Date: January 30, 2024

National Hills Drainage Basin-Drainage Conveyance Improvements Project

Railroad Coordination and Review

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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
Background:	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.
Analysis:	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.
Financial Impact:	SPLOST 8 Grading & Drainage.
Alternatives:	1). Do not approve and find alternative to reimburse CSX and complete the project.
Recommendation:	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 the following accounts:	($15,000) 330-044320-52.23110 / 222830907-52.23110 - SPLOST 8 Grading & Drainage
REVIEWED AND APPROVED BY:	HM/SR

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.

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.

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

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.

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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 **MILE POST:** AK 464.19 to 464.52
AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:					
Contracted & Administrative Engineering Services (CSX Admin)				$	2,000
Contracted & Administrative Engineering Services (STV)				$	13,000
Subtotal				**$**	**15,000**
CONSTRUCTION ENGINEERING/INSPECTION:					
Contracted & Administrative Engineering Services				$	-
Subtotal				**$**	**-**
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
Subtotal				**$**	**-**
SIGNAL & COMMUNICATIONS WORK:				**$**	**-**
TRACK WORK:				**$**	**-**
PROJECT SUBTOTAL:				**$**	**15,000**
CONTINGENCIES:	10.00% of construction costs only			$	-
PROJECT TOTAL:	**********			$	15,000
CURRENT AUTHORIZED BUDGET:	**********			$	-
TOTAL SUPPLEMENT REQUESTED:	**********			**$**	**15,000**

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
Stephanie_Williams@csx.com
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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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
Background:	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.
Analysis:	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.
Financial Impact:	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.
Alternatives:	1). Do not approve and find alternative to complete the project
Recommendation:	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 $590,262.7
the Skinner Mill Road Improvements Project. Requested by Engineering.
RFQ 19-239

Funds are available in the following accounts: ($590,262.75) SPLOST VII Project Funds, SPLOST VII Grading & 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. Stromwater 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

Augusta Richmond County Project Number(s):	**329-041110**
Supplemental Agreement Number:	**1**
Purchase Order Number:	**20ENG835**

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

_____
Mayor Garnett L. Johnson

Approved: Date _____

ATTEST:

_____

Title: _____

Infrastructure Systems Management, LLC

_____

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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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)
Background:	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.
Analysis:	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.
Financial Impact:	Funds are allowable in TIA Discretionary funds (39,759.06).
Alternatives:	Do not approve and find alternative to complete the project and meet TIA project construction requirements
Recommendation:	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
Funds are available in the following accounts:	($39,759.06) 235-041110 – T20045028 – TIA Discretionary funds
REVIEWED AND APPROVED BY:	HM/SR

Georgia Department of Transportation

COST PROPOSAL SUMMARY

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%**

Offeror: **Civil Services, Inc.**
2394 St. Johns Bluff Rd.
Jacksonville, FL 32246

Contact: **Christopher Morse** **(904) 309-8591**
Sr. Bridge Engineer cmorse@civilservicesinc.com

Master Contract:	**contract number**
Contract Expiration:	**1-Jan-2000**
Task Order No:	**2**

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	

Georgia Department of Transportation

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**

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 prc
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>>	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

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: _____

Approved: Date:

[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

_____ _____

Title:

_____

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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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)
Background:	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.
Analysis:	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.
Financial Impact:	Funds in amount of $794,842.00 are available as: $442,654 (TIA-Discretionary), $200,000 (SPLOST8-Resurfacing), and $152,188 (SPLOST8-ADA Sidewalks).
Alternatives:	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 *MOVED*	412	LF	$12.00	$4,944.00
652-5452	SOLID TRAF STRIPE, 5 IN, YELLOW *MOVED*	412	LF	$4.00	$1,648.00
652-6501	SKIP TRAF STRIPE, 5 IN, WHITE *MOVED*	412	LF	$3.00	$1,236.00
	SUB-TOTAL BRIDGE				**$2,819,240.70**

AUGUSTA ENGINEERING DEPARTMENT
HIGHLAND AVENUE BRIDGE REPAIR AND RESTORATION
AND WALTON WAY OVER HAWKS GULLY

HIGHLAND AVE ROADWAY
Revised w/ Bridge Breakout

ITEM	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL
150-1000	TRAFFIC CONTROL (SIDEWALK) *CHANGE*	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" *QTY. CHANGE*	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
	SUB-TOTAL ROADWAY				**$367,654.00**
		SUB-TOTAL (BRIDGE + ROADWAY)			**$3,186,894.70**
		TOTAL			

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

SOURCE OF FUNDS	**CPB AMOUNT CPB**	**CPB ADDITION**	**NEW CPB**
TIA DISCRETIONARY 235-041110-54.14110 HIGHLAND AVE	$ (768,192)	$ (442,654)	$ (1,210,846)
TIA FUNDS 371-041110-54.14110 T20040118-54.14110 HGHLAND 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)
TOTAL SOURCES:	**$ (3,585,501)**	**$ (794,842)**	**$ (4,380,343)**

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 8 330-0411120-54.14110		$ 200,000	$ 200,000
SPLOST 8 330-041110-54.14110		$ 152,188	$ 152,188
TOTAL USES:	**$ 3,585,501**	**$ 794,842**	**$ 4,380,343**

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)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: 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

Background: 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.

Analysis: 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.

Financial Impact: Augusta, GA/AED will retain its eligibility receiving federal infrastructures funds for design phase of infrastructure project.

Alternatives: No alternate proposed

Recommendation: 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 the following accounts: N/A

REVIEWED AND APPROVED BY: HM/SR

EXHIBIT A

Augusta, Georgia Procurement Policy Letter
and Statement

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
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.

_____

Director of Augusta Procurement (Geri A. Sams)

_____

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 GDOTs 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.

_____

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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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
Background:	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.
Analysis:	FHWA requires recipient of Federal-aid highway funds to prepare a plan clarifying roles, responsibilities and procedures established to ensure compliance with Tike 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.
Financial Impact:	Augusta, GA/AED will retain its eligibility receiving federal infrastructures funds.
Alternatives:	No alternate proposed
Recommendation:	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 the following accounts:	N/A
REVIEWED AND APPROVED BY:	HM/SR

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.

_____ _____

Garnett L. Johnson Mayor 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 Stat3es 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.

Ill. 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 · n 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

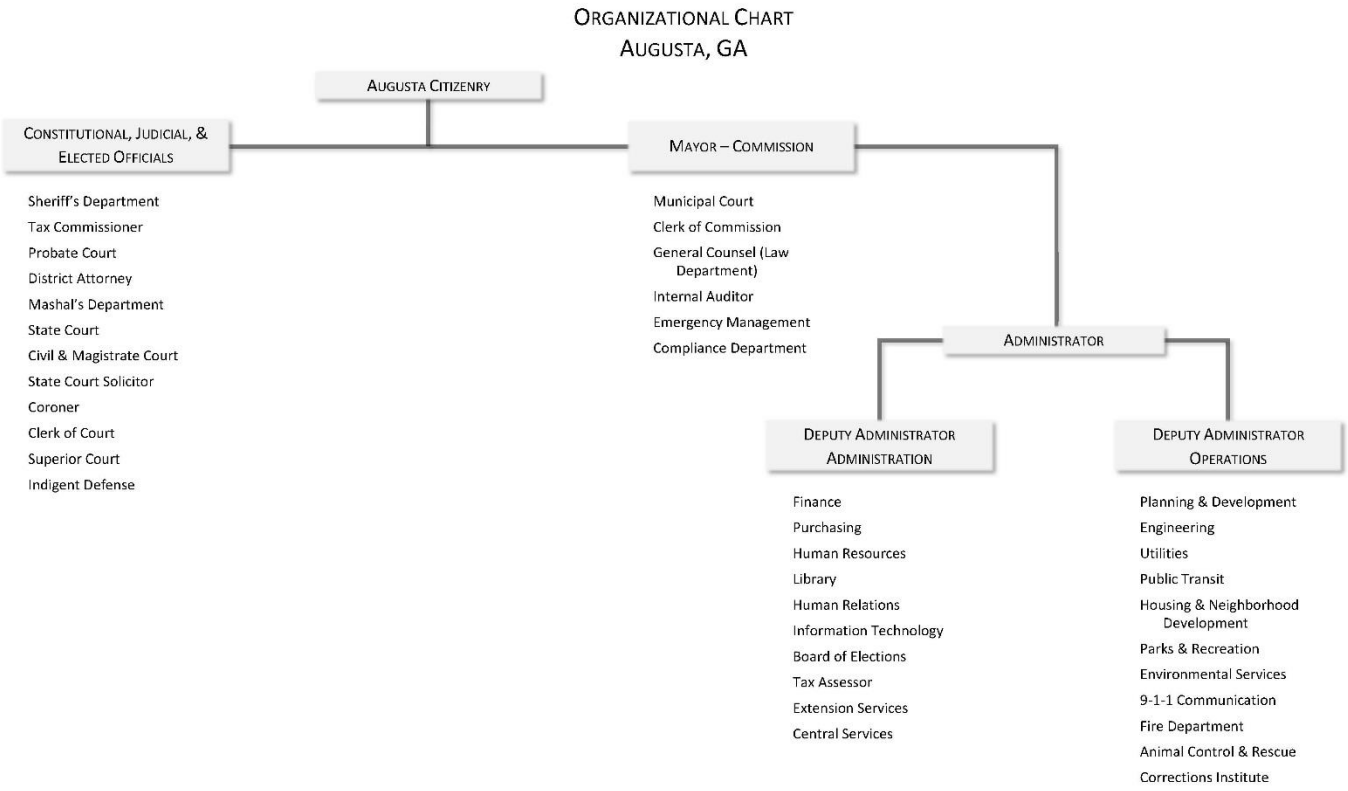
number and will then be logged into Augusta's records identifying its basis and alleged harm, and the race, religion, color, national origin, and gender of the complainant.

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


ORGANIZATIONAL CHART
AUGUSTA, GA
AUGUSTA CITIZENRY
CONSTITUTIONAL, JUDICIAL, & ELECTED OFFICIALS
Sheriff's Department
Tax Commissioner
Probate Court
District Attorney
Mashal's Department
State Court
Civil & Magistrate Court
State Court Solicitor
Coroner
Clerk of Court
Superior Court
Indigent Defense
MAYOR – COMMISSION
Municipal Court
Clerk of Commission
General Counsel (Law Department)
Internal Auditor
Emergency Management
Compliance Department
ADMINISTRATOR
DEPUTY ADMINISTRATOR ADMINISTRATION
Finance
Purchasing
Human Resources
Library
Human Relations
Information Technology
Board of Elections
Tax Assessor
Extension Services
Central Services
DEPUTY ADMINISTRATOR OPERATIONS
Planning & Development
Engineering
Utilities
Public Transit
Housing & Neighborhood Development
Parks & Recreation
Environmental Services
9-1-1 Communication
Fire Department
Animal Control & Rescue
Corrections Institute

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)

_____

_____

_____

Pleas 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

FHWA-1273 -- Revised May 1, 2012

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 contacting 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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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.
Background:	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.
Analysis:	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.
Financial Impact:	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.
Alternatives:	Do not approve and abandon the project.
Recommendation:	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 h
copy). Requested by Engineering

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

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

Kimberly W. Nesbitt
State Program Delivery Administrator

C.L.B. MRT

KWN:CLB:MRT:FC
Attachments

Cc: General Accounting, 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):
x 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 Foom 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 Hundrend 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

By:_____(Seal)
Commissioner

Attest:

_____
Treasurer

City of Augusta, Georgia

By:_____(Seal)
Mayor/Chairperson

Name:_____

Signed, sealed and delivered
This _____,
in the presence of:

_____
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.

FHWA-1273 – Revised October 23, 2023

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. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account 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 reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(iii) 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 reprocurement costs;

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

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

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

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

4. Subcontracts. The contractor or subcontractor must insert in any 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 contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

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

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

Georgia Department of Transportation

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.

CGL:jhl

Cc: Kyle G. Brooks, Area Manager
District 2 Files

Georgia Department of Transportation

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

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

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

C.L.B. MRT
KWN:CLB:MRT:FC

CC: Corbett Reynolds, District 2 Engineer

Augusta GEORGIA

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. Pease 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

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 Procuement 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

Augusta GEORGIA

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

Augusta GEORGIA

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.

/:hm

cc: Darrell White & Nancy Williams, Procurement Department
John Ussery, PE, June Hamal, & Tevia Brown -Augusta Engineering
Program File

Augusta
GEORGIA

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 Road
City, State, Zip Code: Snellville, GA. 30078
Phone: 770-985-0600 Fax: 770-985-2957 Email: tclower@ersnell.com
Do You Have A Business License? Yes: ✓ No: _____
Augusta, GA Business License # for your Company (Must Provide): N/A
And/or Your State/Local Business License # for your Company (Must Provide): OCC-000159
Utility Contractors License # (Must Provide if applicable): UC 300077 MUST BE LISTED ON FRONT OF ENVELOPE
General Contractor License # (Must Provide if applicable): GCCO00 3037
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, Gwinnett

Acknowledgement 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

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, not 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) (l)

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

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00 — **Date of Authorization**

** (E-Verify Number) 22114 — 01/22/07

E.R. Snell Contractor, Inc. — **Name of Contractor**

Construction Services for CR601/ Wheeler Road at CR 124/ CR 2157/ Robert C. Daniel Parkway — **Name of Project/Bid Number** Bid # 23-184

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 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

Notary Public

Sept. 15, 2025
My Commission Expires:

NOTARY SEAL

ROBBIE THOMPSON NOTARY PUBLIC GWINNETT COUNTY GA MY COMM. EXPIRES Sept. 15, 2025

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.

Augusta
GEORGIA

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
[ITB Project Number and Project Name]

Tom Clower
[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

E.R. Snell Contractor, 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.

TCW
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, 2023

Bobbie Thompson
Notary Public

My Commission Expires: Sept. 15, 2025

NOTARY SEAL

BOBBIE THOMPSON NOTARY PUBLIC WALTON COUNTY, GA MY COMM. 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

Augusta
GEORGIA

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

Augusta GEORGIA

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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) 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 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

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**

OFFICAL 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 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

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 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
[X] (B) One time Purchase.
[ ] (C) Other

Augusta
GEORGIA

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

Effective Date:	1/01/2023
License No:	OCC-000159
Class:	CLASS 2
SIC Code:	1600 CONSTRUCTION OTHER THAN BLD CONSTRUCTION - ROADS & BRIDGES
Expires:	12/31/2023

SNELL, E.R. CONTRACTORS

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.

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 or 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

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO: UM102609
Joseph R Martin
149 Hidden Falls Walk
Griffin GA 30224
Utility Manager

EXP DATE - 04/30/2025 Status: Active
Issue Date: 01/29/2019

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.

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

Joseph R Martin
149 Hidden Falls Walk
Griffin GA 30224

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No: UM102609
Joseph R Martin
149 Hidden Falls Walk
Griffin GA 30224
Utility Manager
EXP DATE - 04/30/2025 Status: Active
Issue Date: 01/29/2019

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC300077
ER Snell Contractor Inc
Jared Snell, VP
1785 Oak Road
Snellville GA 30078

Utility Contractor

EXP DATE - 04/30/2023 Status: Active-Renewal Pending
Issue Date: 10/07/1993

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.

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

ER Snell Contractor Inc
1785 Oak Road
Snellville GA 30078

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC300077
ER Snell Contractor Inc
Jared Snell, VP
1785 Oak Road
Snellville GA 30078

Utility Contractor

EXP DATE - 04/30/2023 Status: Active-Renewal Pending
Issue Date: 10/07/1993

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA003045
Thomas R Griffin, II
PO BOX 306
Snellville GA 30078
Company Name: E R Snell Contractor Inc
Company License NO: GCCO003037
General Contractor Qualifying Agent

EXP DATE - 06/30/2024 Status: Active
Issue Date: 02/07/2011

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.

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

Thomas R Griffin, II
2380 Island Drive
Gainesville GA 30501

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
License No. GCQA003045
Thomas R Griffin, II
PO BOX 306
Snellville GA 30078
Company Name: E R Snell Contractor Inc
Company License NO: GCCO003037
General Contractor Qualifying Agent
EXP DATE - 06/30/2024 Status: Active
Issue Date: 02/07/2011

Georgia Department of Transportation

Russell R. McMurry, 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.

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: 2023.07.06 09:17:45-04'00'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

AIA® Document A310™ - 2010

Bid Bond

BOND NUMBER: N/A

CONTRACTOR:
(Name, legal status and address)
E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

SURETY:
(Name, Legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
City of Augusta
535 Telfair St. Room 605
Augusta, GA. 30909

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT: Bid # 23-184
(Name, location or address, and Project number, if any)
Construction Services for CR601/ Wheeler Road At CR124/ CR2157/ Robert C. Daniel Parkway

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.

E.R. SNELL CONTRACTOR, INC. CORPORATE SEAL SNELLVILLE GEORGIA

Witness

E.R. Snell Contractor, Inc.
(Contractor as Principal) *(Seal)*

(Title) Vice President

Witness

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Title) David C. Eades, Attorney-in-fact

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TRAVELERS

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

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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. 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. If you need assistance completing a form or filing information, please contact the LSBO 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

Augusta
GEORGIA

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

Augusta
GEORGIA

Kimberly King, EEO Director
Georgia Department of Transportation
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GDOT
Georgia Department of Transportation

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 3rd 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 reputably 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 expediter) 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.

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____

Augusta
GEORGIA

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

Augusta
GEORGIA

BID ITEM #23-184

CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C. DANIEL PRWY

PI# 0012866

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SECTION 1: INSTRUCTION TO BIDDERS

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

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 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

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.

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,

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

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

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 Count, 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.

Augusta GEORGIA

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

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

TRWC

ATTACHMENTS: **REVISED PLANS(6 PAGES)**
REVISED BID SCHEDULE (4 PAGES)

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 twenty two dollars and thirty two cents DOLLARS

($2,673,822.32)

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:

E.R. Snell Contractor Inc.
(Name of the Firm)

1785 Oak Rd Snellville GA 30078
(Business Address)

By: [signature]

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

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 BKFILL 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
[illegible]	[illegible]	[illegible]	[illegible]	185.00	178,155.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	104	TN	316.00	32,864.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	70	TN	417.00	29,190.00
~~402-4510~~	~~RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME~~	~~963~~	~~TN~~	-	-
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~~	~~178~~	~~LF~~	-	-
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	120.00	40,200.00
[illegible]	[illegible]	[illegible]	[illegible]	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

TN

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**

R. SNELL CONTRACTOR, INC. CORPORATE SEAL SNELLVILLE, GEORGIA

***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

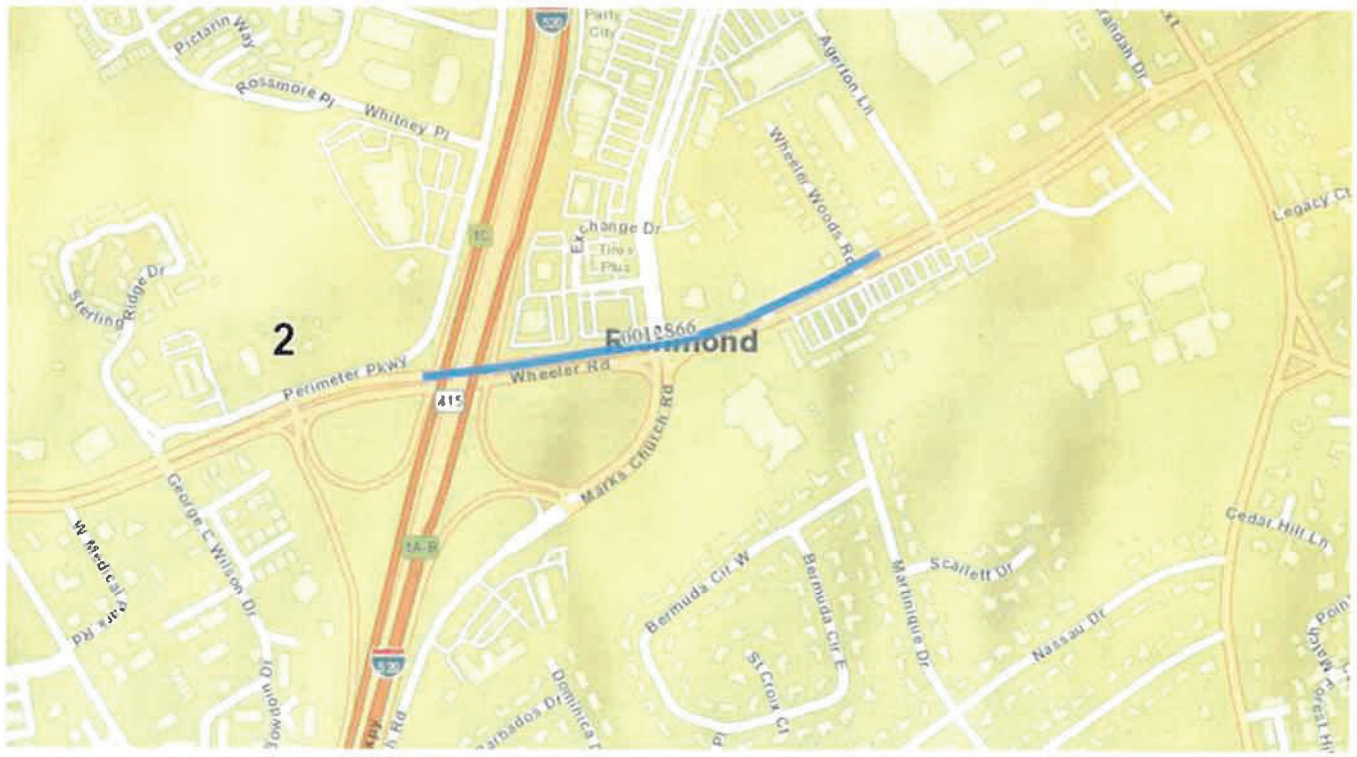
GEORGIA FY 2021-2024 TRANSPORTATION IMPROVEMENT PROGRAM

PROJECT NAME: CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY		**MTP Ref:** Tier 0	
PROJECT DESCRIPTION: 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.		**Estimated Cost:** $1,880,000.00	
		P.I. #: 0012866	**COUNTY:** RICHMOND
Length (miles): 0.40	**DOT District#:** 02		**Congressional Dist. #:** 012
Primary Work Type: Intersection Improvement			

COMMENTS/REMARKS: 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
				$1,880,000.00	**$1,504,000.00**	**$0.00**	**$376,000.00**

PROJECT LOCATION



GDOT Georgia Department of Transportation

3/17/2023

Project Cost Estimate

Processed on: 3/17/2023 11:55:27 AM

Concept Name:	0012866	**Cost Estimate Name:**	0012866-DE
Concept Description:	CR 601/Wheeler Road @ CR 124/CR 2157/Robert C D	**Adhoc Pricing Total:**	$0.00
Spec Year:	21	**Typical Section Total:**	$0.00
Item History:	BHP-ALL	**Estimate Total:**	$872,630.10
Cost Estimate Phase:	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

Georgia Department of Transportation

3/17/2023

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

GDOT Georgia Department of Transportation

3/17/2023

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

Georgia Department of Transportation

3/17/2023

ADHOC PRICING FOR CONCEPT NAME 0012866

Georgia Department of Transportation

3/17/2023

TYPICAL SECTIONS FOR CONCEPT NAME 0012866

TOTALS FOR CONCEPT NAME 0012866

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

PI NUMBER: 0012866 **CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY**

COUNTY:	Richmond	**SPONSOR:**	Richmond County	**MEASURE:**	E	**BASELINE LET DT:**	3/16/23	**MGMT LET DT:**	6/16/23	**PRINT DATE:**	10/05/23
LENGTH(MI):	0.57	**MPO:**	Augusta TMA	**DESIGN FIRM:**	Hussey Gay Bell & Deyoung, Inc.	**SCHED LET DT:**	1/22/24	**MGMT ROW DT:**	9/15/21	**PAGE:**	1
PROJ NO:		**TIP#:**						**WHO LETS?:**	Local Let		
PROJ MGR:	Childs Jr, Frank	**MODEL YR:**		**PRIORITY CD:**		**LIGHTING TYP:**	None	**LET WITH:**	0		
AOHD INITIALS:	CLB	**TYPE WORK:**	Intersection Improvement	**DOT DIST:**	2	**ENV DOC TYPE:**	NEPA				
				CONG. DIST:	012	**ENV CONSULTANT:**	Hussey Gay Bell & Deyoung, Inc.				
OFFICE:	Program Delivery	**CONCEPT:**	INTERSECT IMP								
CONSULTANT:	Local Design, Reimbursed by GDOT funds	**PROG TYPE:**	Reconstruction/Rehabilitation	**COMPLETE STREETS:**							
				SUFF:							

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

PE	$644,581.00	6/6/19
ROW	$180,000.00	9/17/21
CST	$872,630.10	3/3/22

STIP AMOUNTS

Activity	Cost	Fund
PE	$644,581.00	Z230S
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

P.I.# and Project Description:	PI 0012866 - CR 601/WHEELER ROAD FROM I-20 TO CR 804/AUGUSTA
Sponsor's Name:	Augusta-Richmond County Government
Sponsor's Address:	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

_____

Date of Authorization (EEV/E-Verify Company Identification Number)

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)

Processed Date: Jan-02-2024 12:46:50 PM

Project: 0012866

Description:	CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY
Project Manager Name:	Childs Jr, Frank
Office:	Program Delivery
Counties:	Richmond
Congressional Districts:	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	$.01	$180,000.00	$179,999.99	1799999900.00%	Feb-03-2016	Sep-17-2021
TOTALS:	**$1,000,000.02**	**$1,104,732.69**	**$104,732.67**	**10.47%**		

Programmed Funds

Activity	Fund Code	Activity Status	Federal Funding	AC Funding	State Funding	Local Funding	Total Funding
CST	Y230	AUTHORIZED	($698,104.08)	$.00	$.00	($174,526.02)	($872,630.10)
		CST Subtotal:	**($698,104.08)**	**$.00**	**$.00**	**($174,526.02)**	**($872,630.10)**
PE	M23E	AUTHORIZED	($228,030.26)	$.00	($57,007.57)	$.00	($285,037.83)
	Z230	AUTHORIZED	($287,634.54)	$.00	($71,908.63)	$.00	($359,543.17)
		PE Subtotal:	**($515,664.80)**	**$.00**	**($128,916.20)**	**$.00**	**($644,581.00)**
ROW	LOC	AUTHORIZED	$.00	$.00	$.00	$.00	$.00
	Z23E	AUTHORIZED	($144,000.00)	$.00	$.00	($36,000.00)	($180,000.00)
		ROW Subtotal:	**($144,000.00)**	**$.00**	**$.00**	**($36,000.00)**	**($180,000.00)**
		TOTALS:	**($1,357,768.88)**	**$.00**	**($128,916.20)**	**($210,526.02)**	**($1,697,211.10)**

Project Accounting

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 alloted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

Georgia Department of Transportation
Project Financial Report (PFR)

Processed Date: Jan-02-2024 12:46:50 PM

	CONTIGENCY	CONTRACT				INHOUSE / OVERHEAD / GENERAL FUNDS**			
Activity	Amount	Allotted	Unearned	Earned	Allotment Balance	Allotted	Unearned	Earned	Allotment Balance
CST	$.00	$698,104.08	$.00	$.00	$698,104.08	$.00	$.00	$.00	$.00
PE	$.00	$644,581.00	$.00	$644,581.00	$.00	$.00	$.00	$.00	$.00
ROW	$.00	$144,000.00	$144,000.00	$.00	$.00	$.00	$.00	$.00	$.00
TOTALS:	**$.00**	**$1,486,685.08**	**$144,000.00**	**$644,581.00**	**$698,104.08**	**$.00**	**$.00**	**$.00**	**$.00**

Project Accounting Summary

Activity	Allotted	Unearned	Earned	Allotment Balance	%Earned	Last Activity Date
CST	$698,104.08	$.00	$.00	$698,104.08	0.00%	Jul-01-2022
PE	$644,581.00	$.00	$644,581.00	$.00	100.00%	Mar-03-2023
ROW	$144,000.00	$144,000.00	$.00	$.00	0.00%	Jun-06-2023
TOTALS:	**$1,486,685.08**	**$144,000.00**	**$644,581.00**	**$698,104.08**	**43.36%**	

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 alloted in the INHOUSE/OVERHEAD/GENERAL FUNDS section.

Preconstruction Status Report

PI NUMBER: 0012866 **CR 601/WHEELER ROAD @ CR 124/CR 2157/ROBERT C DANIEL PKWY**

COUNTY:	Richmond	**SPONSOR:**	Richmond County	**MEASURE:**	E	**BASELINE LET DT:**	3/16/23	**MGMT LET DT:**	6/16/23	**PRINT DATE:**	01/02/24
LENGTH(MI):	0.57	**MPO:**	Augusta TMA	**DESIGN FIRM:**	Hussey Gay Bell & Deyoung, Inc.	**SCHED LET DT:**	8/16/23	**MGMT ROW DT:**	9/15/21	**PAGE:**	1
PROJ NO:		**TIP#:**						**WHO LETS?:**	Local Let		
PROJ MGR:	Childs Jr, Frank	**MODEL YR:**		**PRIORITY CD:**		**LIGHTING TYP:**	None	**LET WITH:**	0		
AOHD INITIALS:	CLB	**TYPE WORK:**	Intersection Improvement	**DOT DIST:**	2	**ENV DOC TYPE:**	NEPA				
				CONG. DIST:	012	**ENV CONSULTANT:**	Hussey Gay Bell & Deyoung, Inc.				
OFFICE:	Program Delivery	**CONCEPT:**	INTERSECT IMP								
CONSULTANT:	Local Design, Reimbursed by GDOT funds	**PROG TYPE:**	Reconstruction/Rehabilitation	**COMPLETE STREETS:**							
				SUFF:							

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

PE	$644,581.00	6/6/19
ROW	$180,000.00	9/17/21
CST	$872,630.10	3/3/22

STIP AMOUNTS

Activity	Cost	Fund
PE	$644,581.00	Z230S
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|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		

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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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.
Background:	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.
Analysis:	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.
Financial Impact:	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.
Alternatives:	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

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.

Should you have any questions or concerns, please contact the Department's Project Manager, Travis McDonald, at 404-631-1650.

Sincerely,

Kimberly W. Nesbitt

Kimberly W. Nesbitt
State Program Delivery Administrator

C.L.B. MRT

KWN:CLB:MRT:TSM
Attachments

Cc: General Accounting, 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 (9th 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):
x 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

By:_____ (Seal)
Commissioner

Attest:

_____
Treasurer

City of Augusta, Georgia

By:_____ (Seal)
Mayor/Chairperson

Name:_____

Signed, sealed and delivered
This _____,
in the presence of:

_____
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

Exhibit B

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. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account 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 reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(iii) 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 reprocurement costs;

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

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

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

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

4. Subcontracts. The contractor or subcontractor must insert in any 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 contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

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

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

Georgia Department of Transportation

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

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

C.L.B MRT
KWN:CLB:MRT:TSM
cc: Corbett Reynolds, District 2 Engineer

Augusta
GEORGIA

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 Corporation

Street Address: 15 Fresh Bru Dr

City, State, Zip Code: Newnan, GA 30263

Phone: 770-487-3258 Fax: 770-487-4254 Email: Jim@jhccorporation.com

Do You Have A Business License? Yes: X No: ____

Augusta, GA Business License # for your Company (Must Provide): N/A

And/or Your State/Local Business License # for your Company (Must Provide): A-17774

Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): GCCO001893

Additional 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 County

Acknowledgement 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 .

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, not 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

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
Name of Contractor

#23-173 Construction Services for James Brown Blvd - Phase III
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:

MELISSA GUY NOTARY SEAL MY COMMISSION EXPIRES September 17, 2026 COWETA COUNTY NOTARY PUBLIC, STATE OF GEORGIA

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation listed 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.

Augusta
GEORGIA

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

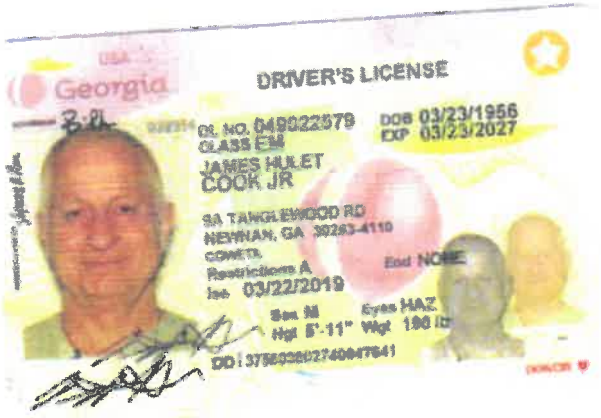
Melissa Guy
Notary Public

My Commission Expires: 9/17/2026

NOTARY SEAL

MELISSA GUY
NOTARY PUBLIC, STATE OF GEORGIA
COWETA COUNTY
COMMISSION EXPIRES
September 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
CLASS EM
DOB 03/23/1956
EXP 03/23/2027
JAMES HULET
COOK JR
9A TANGLEWOOD RD
NEWNAN, GA 30263-4110
COWETA
Restrictions A
End NONE
Iss 03/22/2019
Sex M
Hgt 5'-11"
Eyes HAZ
Wgt 190 lb
DD 375602802740847641


Rev 07/01/2015
MEDICAL
INFORMATION
None
CLASS: vehicles including 2 or 3 wheeled motorcycles
ENDORSEMENTS: None
RESTRICTIONS: A-None
Georgia

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

E-MAILED/MAILED

TO: All Vendors
Tywanna 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

Augusta GEORGIA

Procurement Department

Mrs. Geri Sams, Director

E-MAILED/MAILED

TO: All Vendors
Tywanna Scott, Quality Assurance Analyst
Hameed Malik, Augusta Engineering and Environmental Services Department

FROM: Geri 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.

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:
1	7/7/2023
2	7/10/2023

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

000-1000	Force Account	1	LS	$50,000	$50,000

JAMES BROWN BLVD					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
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

	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
SUBTOTAL TWIGGS ST TO LANEY WALKER BLVD		1,346,039.70			

FORCE ACCOUNT:	$50,000
GRAND TOTAL	1,396,039.70

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**

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.**

AIA® 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 Guy
(Witness)

JHC Corporation, Inc.
(Principal) *(Seal)*

James H. Cook, President
(Title)

Landbank
(Witness)

NGM Insurance Company
(Surety) *(Seal)*

Mark D. Pichowski, Attorney-in-Fact
(Title)

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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

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

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 Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 928597
Expires 12/17/2023

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, 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.

Nicole Hall
Finance Director

236115 Gen Cont Residential

2023

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.

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

JHC Corporation
1029 Peachtree Pkwy N #359
Peachtree City GA 30269

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

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.

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'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

jhc corporation

CAPABILITY STATEMENT

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

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 201

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
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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	Arcitect/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, Laschober & 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@atlbeltline.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	Arcitect/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 Renwick - 678-417-4000 rrenwick@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 Lendbergh 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 Haralson St LaGrange, GA 30240 Gordon "Skip" Smith - 706-882-5511 skip@sdgarch.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 - 762-235-9862 selfr@floydcountyga.org	Floyd County Water Department PO Box 1169 Rome, GA 30162 Troy Atkins - 706-291-5244 atkinst@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	Arcitect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Exterior Hardscape & Landscape Development @ Pryor St Entry Plaza 20ITB204811K-JAJ	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@fultoncountyga.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@benesch.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	Kimley-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 Approch 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, Clearing & 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.solutions	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 Veiwing 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

Attachment A
Project References

Project Name	Location	Owner Information and Contact	Arcitect/Engineer Contact	Contract Amount	Scope of Work	Name of Prime Contractor	Start Date	Completion Date
Call 009 Spalding 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 Kraig 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, Pvmt 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 Newnan, GA 30263	City of Newnan 25 Lagrange Street Newnan, GA 30263 Cleatus Phillips - 770-254-2358 cphillips@cityofnewnan.org	Wilburn Engineering LLC 931 Lower Fayetteville Rd, STE I Newnan, 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		$ 112,800.00	Bridge Maintenance Painting Bridge Piles	JHC Corporation	April 2018	September 2018
Fresh Bru Drive Ph I	15 Fresh Bru Dr Newnan, GA 30263	Mangrove Properties, LLC 9A Tanglewood Rd Newnan, 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		$ 105,599.00	Traffic Signal Installation	Chattahoochee Group	October 2018	February 2020

Attachment A
Project References

Project Name	Location	Owner Information and Contact	Arcitect/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, Pvmt 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 Wieczynski - 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, Rumble Strips, Signs, Striping, Conc Slope, Joint Sealing, Structural Steel, Rebar, Superstr Reinf 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 Verterans 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, Mideian, Header Curb, Curb & Gutter, Pvmt Widening, Storm Drain, Signs, Striping, Chain Link Fence, Landscaping	JHC Corporation	October 2017	March 2019
Call 010 Chatt & Macon Co Bridge Rebailiation PI M005424	SR 26 over Ochillee 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 Eiberger - 478-988-7151 meiberger@dot.ga.gov	$ 487,212.00	Bridge Rehabiliation 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

Attachment A
Project References

Project Name	Location	Owner Information and Contact	Arcitect/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 Maggioni - 912-644-7783 Kmaggioni@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 Norcorss, 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
Milledgeville Road Bridge Maintenance at Rocky Creek PI 0011395	3315 Milledgeville Rd Milledgeville 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/SR 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@bronvleveland.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 Ruin 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 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: Charter Construction Services, Inc.
Address: 4998 Lakeland Woods Ct
City: Atlanta State: GA Zip: 30338

DBE Contact Person: Name: Kay Broaddus Phone: 770 235-5992

DBE Certifying Agency: GDOT 2CH200 Expiration Date:
If not DBE on bid submittal deadline, (circle) explanation of DBE certification status.

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/Offeror 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 Broaddus PRESIDENT
(Signature) (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.*

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 ESTIMATOR
(Signature) *(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.*

EXHIBIT 2

Project Name: Construction Services for James Brown Blvd - Phase III

Bid Number: 23-173

UTILIZATION STATEMENT
Disadvantaged Business Enterprise (DBE)

The DBE goal for this project is ~~16.3%~~ 12%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- [X] **The bidder/offeror is committed to the minimum of ~~16.3%~~ 12% DBE utilization on this contract**
- [ ] **The bidder/offeror, while unable to meet the DBE contract goal of ~~16.3%~~ 12%, hereby commits to a minimum of _____% 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/Offeror's Firm Name

Signature James H. Cook, President

7/18/2023
Date

DBE UTILIZATION SUMMARY

	Contract Amount		DBE Amount	Contract Percentage
DBE Prime Contractor	$_____	x 1.00 =	$_____	_____%
DBE Subcontractor	$ 167,525	x 1.00 =	$ 167,525	12 %
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.

First Use: March 23, 1999

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

*VENDOR NUMBER	DBE NAME/ ADDRESS (CITY, STATE)	TYPE OF WORK	RACE Neutral	Race Conscious	*WORK CODE	AMOUNT
2CH200	Charter Construction Services, Inc Atlanta, GA	Concrete Grading Demo Erosion	Y	Y		$151,487.90
2HI351	Highway Services Inc Douglasville, GA	Signs Striping	Y	Y		$16,037.10
					TOTAL	$167,525

* 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

P.I.# and Project Description:	PI 0013707 James Brown Blvd FM Twiggs ST to Laney Walker Blvd – PIII
Sponsor's Name:	Augusta-Richmond County Government
Sponsor's Address:	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

_____

Date of Authorization (EEV/E-Verify Company Identification Number)

Augusta-Richmond County Goverment

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

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		
				DOT DIST:	2	**ENV DOC TYPE:**	NEPA				
AOHD INITIALS:	CLB	**TYPE WORK:**	Streetscapes	**CONG. DIST:**	012	**ENV CONSULTANT:**	In House				
OFFICE:	Program Delivery	**CONCEPT:**	SIDEWALKS	**COMPLETE STREETS:**							
CONSULTANT:	Local Design, Reimbursed by GDOT funds	**PROG TYPE:**	Enhancement	**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

Bridge : NO BRIDGE REQUIRED

Construction : DBE goal approved 3-2-22 = 12%

Design : Sponsor Augusta: Hameed Malik 706.796.5068 hmalik@augustaga.gov
Consultant PM: Mitchell Murchison; mmurchison@cranstonengineering.com

EIS : Certified Dec22 Let| Certified on 30Sep22, 29MAR22| PCE Reval approved 30Sep22, 29MAR22|Jackson 20Sep22

Engr Services : 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.

LGPA : 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.

Office Heads : PFPR was missed by local and BL shifted. KWN

Prog. Develop : CST AUGUSTA TIP ADMIN MOD 5-11-2022

Programming : ADDED BY AUGUSTA MPO|#1 8-2016

ROW : 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;

Utility : 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 Utils-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

PE	$150,000.00	
ROW	$310,000.00	9/29/20
CST	$479,709.77	1/13/22

STIP AMOUNTS

Activity	Cost	Fund
PE	$150,000.00	M301
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

Pre Parcel CT	17	**Total Parcel in ROW System:**	13	**Cond Field:**	4	**Acquired by:**	LOC	**DEEDS CT:**	
Under Review	0	**Options Pending:**	0	**Relocations:**	0	**Acquisition MGR:**	Oliver, Winifred Yvette (LOC)		
Released	13	**Condemnations – Pend:**	0	**Acquired:**	13	**ROW Cert Date:**	1/23/2023		

Georgia Department of Transportation
Project Financial Report (PFR)

Processed Date: Dec-08-2023 08:57:59 AM

Project: 0013707

Description:	JAMES BROWN BLVD FM TWIGGS ST TO LANEY WALKER BLVD - PH III
Project Manager Name:	McDonald, Travis S.
Office:	Program Delivery
Counties:	Richmond
Congressional Districts:	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
TOTALS:	**$440,000.01**	**$848,650.12**	**$408,650.11**	**92.88%**		

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)	($424,560.00)
		CST Subtotal:	**$.00**	**($339,648.00)**	**$.00**	**($140,061.77)**	**($479,709.77)**
PE	M301	AUTHORIZED	($120,000.00)	$.00	$.00	($30,000.00)	($150,000.00)
		PE Subtotal:	**($120,000.00)**	**$.00**	**$.00**	**($30,000.00)**	**($150,000.00)**
ROW	Z301	AUTHORIZED	($248,000.00)	$.00	$.00	($62,000.00)	($310,000.00)
		ROW Subtotal:	**($248,000.00)**	**$.00**	**$.00**	**($62,000.00)**	**($310,000.00)**
		TOTALS:	**($368,000.00)**	**($339,648.00)**	**$.00**	**($232,061.77)**	**($939,709.77)**

Project Accounting

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Georgia Department of Transportation
Project Financial Report (PFR)

Processed Date: Dec-08-2023 08:57:59 AM

	CONTIGENCY	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	$.00
TOTALS:	**$.00**	**$707,648.00**	**$255,479.69**	**$112,520.31**	**$339,648.00**	**$.00**	**$.00**	**$.00**	**$.00**

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
TOTALS:	**$707,648.00**	**$255,479.69**	**$112,520.31**	**$339,648.00**	**15.90%**	

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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)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: 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

Background: 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.

Analysis: 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.

1. E R Snell Contractor, Inc. $2,673,822.32

2. Reeves Construction Co. $3,243,328.45

Financial Impact: 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).

Alternatives: Do not approve and abandon the project.

Recommendation: 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 the following accounts:	($2,673,822.32); $1,360,000 FHAW Federal Funds, $500,000 330-041110 SPLOST 8 (Traffic Safety), $313,822.32 SPLOST 8 (Traffic Operations), $500,000 330-0411120 (Resurfacing)
REVIEWED AND APPROVED BY:	HM/SR

Augusta GEORGIA

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

Augusta GEORGIA

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.

/: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

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 (shoud 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 twenty two dollars and thirty two cents **DOLLARS**

($2,673,822.32)

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:

E.R. Snell Contractor Inc.
(Name of the Firm)

1785 Oak Rd Snellville GA 30078
(Business Address)

By: [signature]

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

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 BKFILL 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
[illegible]	[illegible]	[illegible]	[illegible]	185.00	178,155.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	104	TN	316.00	32,864.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	70	TN	417.00	29,190.00
~~402-4510~~	~~RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME~~	~~963~~	~~TN~~		
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~~	~~178~~	~~LF~~		
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	335	LF	120.00	40,200.00
[illegible]	[illegible]	[illegible]	[illegible]	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

R. SNELL CONTRACTOR, INC. CORPORATE SEAL SNELLVILLE, GEORGIA

TNC

***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

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) 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 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

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 Procuement 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

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

t #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
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	rt ult@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@fsscarbrough.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
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)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: 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

Background: 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.

Analysis: 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.

1. E R Snell Contractor, Inc.	$5,483,998.27
2. Reeves Construction Co.	$4,306,964.25

Financial Impact: 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.

Alternatives: Do not approve and abandon the project.

Recommendation: 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) Improveme

	Project (PI# 0012868), subject to receipt of signed contract, proper bon 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

Augusta GEORGIA

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

Augusta GEORGIA

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.

/: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

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

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:
1	8/2/2023

Respectfully submitted:

Reeves Construction Company
(Name of the Firm)

1 APAC Industrial Way Augusta, GA 30907
(Business Address)

By: _____

Title: Dallas Suggs, Assistant Secretary

000-1000	Force Account	1	LS	$50,000	$50,000

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 PVMT, VARIABLE DEPTH	13085	SY	$3.00	$39,255.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	3013	LF	$8.00	$24,104.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	20	CY	$650.00	$13,000.00
207-0203	FOUND BKFILL 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

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

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
SUBTOTAL BARTON CHAPEL ROAD	$4,256,964.25				

FORCE ACCOUNT:	$50,000
GRAND TOTAL	$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**

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

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) 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 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

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 Procuement 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

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 78for 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 78for 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

ət #	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 Pesso
Address	6440 Southpoint Parkway, Suite 300 Suite 300, Jacksonville, FL 32216
Email	spesso@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)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: 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

Background: 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.

Analysis: 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

Financial Impact: 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).

Alternatives: 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:
1	7/7/2023
2	7/10/2023

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

000-1000	Force Account	1	LS	$50,000	$50,000

JAMES BROWN BLVD					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
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

	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
SUBTOTAL TWIGGS ST TO LANEY WALKER BLVD		1,346,039.70			

FORCE ACCOUNT:	$50,000
GRAND TOTAL	1,396,039.70

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**

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 GEORGIA

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

Augusta GEORGIA

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.

/: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

Department	**Engineering & Environmental Services**
Project Name:	**James Brown Bvd (Twiggs St to Laney Walker Blvd) Phase III- PI 13707**
Project Description:	**Entering into Construction Agreement with JHC Corporation for the James Brown Blvd (Twiggs St to Laney Walker Blvd) Phase III Improvements project - BID 23-173**
Start Date:	**5/1/2024**
Completion Date:	**2024-2026**
Project Phase - (Design or Construction)	**CST**
total Project Budget (all Sources)	1,395,855

Funding						
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

Expenditures						
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 (shoud be -0-)		-	-	-	-	-

Invitation to Bid

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) 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 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

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 Procuement 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

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

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.

June Hamal
Engineering & Environmental Services

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

Phyllis Johnson
Compliance

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	06/16/23	11	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

Supplier Details

larry l mccord 2023-06-12	llm[redacted]@comcast.net MCCORD, LARRY	Y	AFA

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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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.
Background:	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 abut 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.
Analysis:	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.
Financial Impact:	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 APPROVED BY:	HM/SR

Augusta Georgia
SPLOST 7
Project Budgets

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

VENDORS	Attachment "B"	E-Verify	Save Form	Addendum 1	Fee Proposal	Original	7 Copies
CSRA TESTING & ENGINEERING 1005 EMMETT STREET, SUITE A AUGUSTA, GA 30904	Yes	138689	Yes	Yes	Yes	Yes	Yes
NOVA ENGINEERING 3900 KENNESAW 75 PKWY SUITE 100 KENNESSAW, GA 30144	Yes	124398	Yes	Yes	Yes	Yes	Yes
MC SQUARED INC 1275 SHILOH RD NW SUITE 2620 KENNESAW, GA 30144	Yes	228126	Yes	Yes	Yes	Yes	Yes
WOOD 2677 BUFORD HWY ATLANTA, GA 30324	Yes	44372	Yes	Yes	Yes	Yes	Yes
ATC 1453 GREENE STREET AUGUSTA, GA 30901	Yes	46692	Yes	Yes	Yes	Yes	Yes
GMC 1450 GREENE STREET, SUITE 505 AUGUSTA, GA 30901	Yes	425070	Yes	Yes	Yes	Yes	Yes
MATRIX ENGINEERING 3459 WRIGHTSBORO RD, SUITE B AUGUSTA, GA 30909	Yes	46339	Yes	Yes	Yes	Yes	Yes
S & ME 1527 CRESCENT DRIVE AUGUSTA, GA 30909	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)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	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
Background:	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.
Analysis:	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.
Financial Impact:	Funds are available in the amount of $250,000 in TIA discretionary funds.
Alternatives:	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 APPROVED BY:	HM/SR

Augusta Georgia
SPLOST 7
Project Budgets

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 Prourement 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

Department:	Utilities
Presenter:	Wes Byne
Caption:	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.
Background:	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. 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.
Analysis:	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
Financial Impact:	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
Alternatives:	No alternatives are recommended.
Recommendation:	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.
Funds are available in the following accounts:	Funds are available in the following accounts: 514043410-5425110
REVIEWED AND APPROVED BY:	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>
Sent: Wednesday, January 24, 2024 4:48 PM
To: Tate Horton <thorton@augustaga.gov>
Cc: Rick Haynes <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

"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> 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

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

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Augusta GEORGIA

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. CDH

Invitation to Bid

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) 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 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

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 Procuement 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

t #	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 Mattapoisset, MA 02739 alisa@aqueousco.com	508-635-1370	
6							
7							
8							

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

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Planholders

Add Supplier

Supplier (10)

Supplier	Download Date
Aqueous Infrastructure Management	11/21/2023
Cranston LLC	10/27/2023
D&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

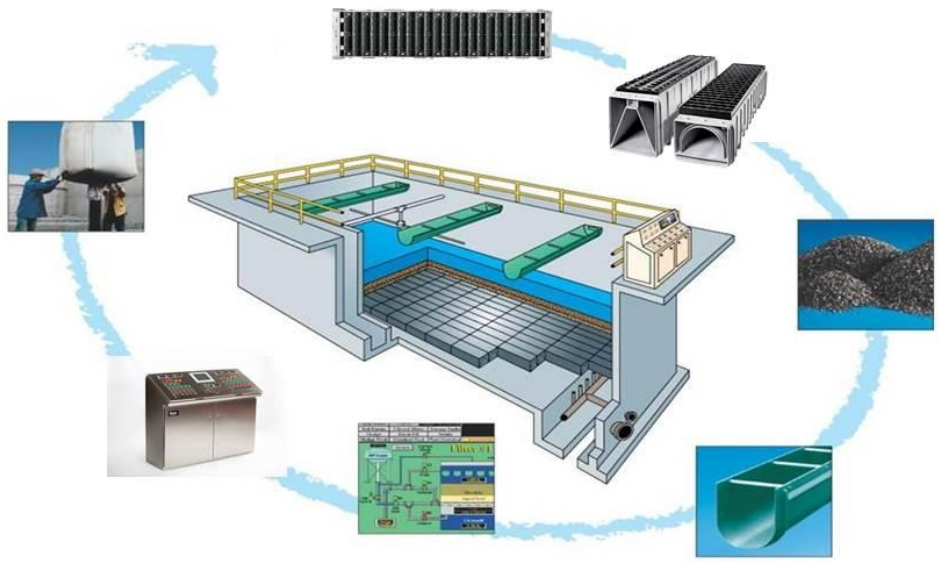
Hicks Water Treatment Plant Emergency Purchase Request

Department:	Utilities
Presenter:	Wes Byne
Caption:	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.
Background:	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.
Analysis:	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.
Financial Impact:	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
Alternatives:	No alternatives are recommended.
Recommendation:	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.
Funds are available in the following accounts:	Funds are available in the following accounts: 512043410-5425110/82400020-5425110
REVIEWED AND APPROVED BY:	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.

_____
(BUYER)

BY:_____

_____

_____

_____, 20 _____

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

Xylem Water Solutions USA, Inc.

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.

Engineering Services Committee

January 30, 2024

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Engineering Services Committee held on November 28, 2024.
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

Augusta
GEORGIA

ENGINEERING SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, November 28, 2023
1:15 PM

ENGINEERING SERVICES

PRESENT
Mayor Garnett Johnson
Commissioner Alvin Mason
Commissioner Catherine Smith-McKnight
Commissioner Tony Lewis
Commissioner Brandon Garrett

1. Presentation by Mrs. Mariela E. Larry regarding a possible solution to the problem at the Olive Road bridge.

   Motion to approve proceeding with procuring the recommendation of the Traffic Engineer for the traffic device for the Olive Road bridge and to allow the Legal Department and Risk Management to study the matter for one month before reporting back to the committee.

   Motion made by Garrett, Seconded by Smith-McKnight.
   Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

   Motion carries 4-0.

2. Presentation by Ms. Linda Williams regarding trash and litter and the need for a sign and speed bumps at the front entrance of the 3400 block of S. Kinsington Drive.

   It was the consensus of the committee that this item be received as information without objection.

3. Approval of purchase order to Consolidated Pipe & Supply for 13th Street water line project in amount of $47,179.35.

   Motion to approve.

   Motion made by Garrett, Seconded by Smith-McKnight.
   Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

   Motion carries 4-0.

4. Approval of sole-source purchase order to Consolidated Pipe & Supply for water meter registers for $39,600.00.

   Motion to approve.

   Motion made by Garrett, Seconded by Smith-McKnight.
   Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

Motion carries 4-0.

5. Discuss approval or denial of Renovation Solution. LLC (RLS) "Consistency Letter" request for Construction & Operation of Renewable Energy (Biofuel) Facility at 1680 Dixon Airline Road, Augusta, Georgia.

   Motion to deny the request for the Consistency Letter.

   Motion made by Lewis, Seconded by Mason.
   Voting Yea: Mason, Smith-McKnight, Lewis
   Voting Nay: Garrett

   Motion carries 3-1.

6. Motion to determine that the road beginning at the intersection of Doug Barnard Parkway and Newsprint Road, and terminating at Graphic Packaging International, as shown on the attached map, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the country road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities as directed by Augusta Engineering Department and Augusta Utilities Department.

   Motion to approve.

   Motion made by Garrett, Seconded by Lewis.
   Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

   Motion carries 4-0.

7. Motion to approve the minutes of the Engineering Services Committee held on November 14, 2023.

   Motion to approve.

   Motion made by Garrett, Seconded by Smith-McKnight.
   Voting Yea: Mason, Smith-McKnight, Lewis, Garrett

   Motion carries 4-0.