



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 08, 2026

1:05 PM

ENGINEERING SERVICES

1. Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Greene Street-Part2 (13th St. to 5th St.) Improvements Project (PI #0021263). Also, authorize Augusta Mayor to execute Project Specific Construction Agreement and its associated documents (electronic and hard copy). /AE
2. Approve the award of “Solid Waste and Recycling Front Load Services” Contract to Georgia Waste System, LLC. (GWS) subject to receipt of signed contract and associated documents. The Contract is for five years with renewal option of two additional two years terms. AE/26-196
3. Approve Amendment 14 for capital improvements at the J. B. Messerly Wastewater Treatment Plant and associated budget amendments.
4. **Receive update on the J. B. Messerly Wastewater Treatment Plant.**
5. Approve additional fees in the amount of \$407,255.00 to ISM Engineering for engineering services supporting project management, rainfall, and on-call engineering. ISM is a Prequalified Engineering Consultant (RFQ24-132)
6. Approve funding in the amount of \$150,000 from vegetation management 2026 allocation to ensure continuity of county-wide right of way trees maintenance and removal services. /AE
7. **Mr. Richard E Jones-** uneven manway covers and work order cancellations. (Deferred from the August 25, 2026 committee meeting.
8. Motion to **approve** the minutes of the August 25, 2026 Engineering Services Committee Meeting.



Engineering Services Committee Meeting

Meeting Date: September 8, 2026

Greene Street-Part2 Roadway Improvements Project

GDOT Construction Agreements

GDOT PI # 0021263

File Reference: 26 – 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 Greene Street-Part2 (13th St. to 5th St.) Improvements Project (PI #0021263). Also, authorize Augusta Mayor to execute Project Specific Construction Agreement and its associated documents (electronic and hard copy). /AE
Background:	Greene Street this segment is part of the TIA-funded Augusta Downtown roadway network currently undergoing improvements. Completion of the proposed work with these improvements will provide continuity within the upgraded downtown network and support enhanced traffic operations and pedestrian safety consistent with Complete Streets principles. The project will improve roadway conditions and drainage along Greene Street/SR 28 from 5th Street to 13th Street/SR 4 to enhance safety and operations throughout the corridor. Improvements include milling and resurfacing, reconstruction and upgrades to the stormwater drainage system and targeted repairs to existing sidewalk and curb & gutter where warranted. Additional funds are needed to complete this segment improvement. Augusta Engineering and GDOT discussed additional funds options and determined that federal funds can be requested for completing this segment improvements.
Analysis:	The project listed in the Augusta Metropolitan Planning Organization (MPO) current Transportation Improvement Plan (TIP). The Project construction cost paid by FHWA federal funds as cost sharing project (Federal 80%/Other 20%). Federal funds allocated in MPO TIP year FY2026 (federal) and execution of construction agreement by Augusta, Georgia is time sensitive to retain allocated federal funds as programmed and complete project letting within that fiscal year. Given that Augusta Commission advance authorization to execute the project specific GDOT construction contract is critical factor. GDOT will provide Project Specific Agreement document at

completion of project letting. Example GDOT Construction Agreement Document attached to this agenda for information purposes only.

Financial Impact: Upon execution of Construction Agreement, Federal funds in amount of \$9,760,000.00 will become available for the project improvements. GDOT will provide Project Specific Agreement document at completion of project letting. Example GDOT Construction Agreement Document attached to this agenda for information purposes only.

Alternatives: Not proposed

Recommendation: Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Greene Street-Part2 (13th St. to 5th St.) Improvements Project (PI #0021263). Also, authorize Augusta Mayor to execute Project Specific Construction Agreement and its associated documents (electronic and hard copy).

Funds are available in the following accounts: N/A

REVIEWED AND HM/sr
APPROVED BY:

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:

EXAMPLE CONTRACT FOR INFORMATION PURPOSE ONLY

ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be that this project proposes to construct 240 feet left turn lanes on Barton Chapel Road northbound and southbound for approximate 1000 feet and extend the left turn lane on Gordon Highway 220 feet westbound for approximate 700 feet to improve pedestrian and vehicular mobility and to reduce crashes and congestion at the existing intersection of CR 1502/Barton Chapel Road and SR 10/US 78/Gordon Highway. , 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 X 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 XX Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the

negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:
1. It is understood that the SPONSOR (complete the applicable statement):

- ☐ shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage
- OR
- ☐ is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior

written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Four Million Three Hundrend Six thousand Nine hundred sixty four dollars and twenty five cents (\$4,306,964.25). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is Federal/State Share written out X dollars and Y cents (\$000,000.00), 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 **Federal/State Share written out X dollars and Y cents (\$000,000.00)**, 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

- EXAMPLE CONTRACT FOR INFORMATION PURPOSE ONLY
- 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.
- M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of X thousand (X000) hours.

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 LOCAL GOVERNMENT, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Mayor/Chairperson

Name: _____

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

Attest:

Treasurer

Witness

Name: _____

Title: _____

Notary Public (Notary Seal)

Name: _____

Title: _____

This Agreement, approved by
LOCAL GOVERNMENT, 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

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

General Description or List of Work to be Performed

1. Traffic Control
2. Demo existing concrete and asphalt
3. Install drainage
4. Install new sidewalk and curb and gutter
5. Upgrade signals
6. Erosion Control

EXHIBIT B**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. 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 bid 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 60, 29 CFR 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 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 do 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:

1. 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 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. 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.

2. 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.

3. 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. 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, 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 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.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 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 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 as provided in 29 CFR 5.5.

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 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 (29 CFR 5.5)

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

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 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. 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. 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 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

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 200.326.

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 200.326.

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 (<http://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 (l) 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.

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). 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.

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:

(a) 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;

(b) 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

(c) 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)

2. 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

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

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

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	DATE
Construction NTP	DATE
Corrective List	DATE
Final inspection	DATE

EXHIBIT D

BUDGET ESTIMATE

LOCAL GOVERNMENT

P.I. No. XXXXXXXX

INSERT LOW BID TAB BEHIND THIS PAGE (delete this note)

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

(Completed by the DEPARTMENT before Routing in CATS
Instructions on following page)

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	
Federal Award Identification Number (FAIN)	
Federal award date (see § 200.39 Federal Award Date)	
Subaward Period of Performance Start and End Date	
Amount of Federal Funds Obligated by this action	
Total Amount of Federal Funds Obligated to the subrecipient	
Total Amount of the Federal Award	
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	
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)	
Identification of whether award is R&D	
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	

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	Local Government 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

LOCAL GOVERNMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the [REDACTED] and duly authorized representative of [REDACTED], whose address is [REDACTED], 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 [REDACTED] whose address is [REDACTED], 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 LOCAL GOVERNMENT

STATE OF GEORGIA

I hereby certify that I am the Mayor or Chairperson of the LOCAL GOVERNMENT 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:	
Sponsor's Name:	
Sponsor's Address:	

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:

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

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.



Engineering Services Committee Meeting

Meeting Date: September 8, 2026

Solid Waste and Recycling Front Load Services

Augusta Engineering and Environmental Services

RFP 26-196

File Reference: 26-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the award of “Solid Waste and Recycling Front Load Services” Contract to Georgia Waste System, LLC. (GWS) subject to receipt of signed contract and associated documents. The Contract is for five years with renewal option of two additional two years terms. AE/26-196
Background:	The Environmental Services provides front-load dumpster services to Augusta-owned facilities such as recreation centers, administrative offices, Fire Department locations, and the Richmond County Sheriff’s Office locations; Housing Authority complexes, and some residential locations where traditional household cans would not be practicable. The Housing Authority service is provided based upon a Cooperation Agreement dated November 26, 1949. This Agreement states that the City shall provide without cost or charge, other than Payments in Lieu of Tax, for public services, including garbage, trash and ash collection and disposal. In addition, there are some townhome/condominium complexes, which are in locations that simply do not have room for each customer to have a household and a recycle container. The customers pay solid waste fees, but their services are provided in the form of a front-load container instead of roll-cart. At this time there are approximately 150 front-load containers that ESD is providing and servicing multiple times per week via the contractor. Current contract expiring December 31, 2026. Procurement of new contract is essential for continuity of services.
Analysis:	Proposals received on July 27, 2026. Received proposals evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. Following firms submitted proposal. Georgia Waste System, Inc. being top ranked and the selected firm. Fee unit rates table for requested services attached as Exhibit A.

Atlantic Waste Services, Inc. Coastal Waste & Recycling, Inc.
 Georgia Waste System, LLC GFL Environmental, Inc.
 Capital Waste Services, Inc. Ryland Environmental

Financial Impact: Funds available in Environmental Services annual operational fund. Contract start effective date January 1 2027.

Alternatives: Not proposed

Recommendation: Approve award of “Solid Waste and Recycling Front Load Services” Contract to Georgia Waste System, LLC. (GWS) subject to receipt of signed contract and associated documents. The Contract is for five years with renewal option of two additional two years terms. AE/26-196

Funds are available in the following accounts: 541044210-52.11120 - Environmental Services Operational Funds

REVIEWED AND HM/sr
APPROVED BY:

Request for Proposal

Bid Announcement for **RFP #26-196 Solid Waste And Recycling Front Load Services** for Augusta-Richmond County for the Augusta Engineering and Environmental Services Department.

Sealed proposals will be received in the Augusta Procurement Department on or before **Monday, July 27th at 10:00am**, during our normal business hours from 8:30 am to 5:00 pm, Monday through Friday.

Bid openings are open to the public located at Augusta Municipal Building, 535 Telfair Street, Suite 605, Augusta, GA 30901 or virtually via Microsoft Teams; Meeting ID: 259 748 129 335 980; Passcode: kp36vh9t.

No proposals will be accepted by email. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor.

RFP bid documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department's ARCBid drop-down menu at <https://www.augustaga.gov/681/ARCBid>, Euna OpenBids <https://network.demandstar.com> and Georgia Procurement Registry website located at <https://ssl.doas.state.ga.us/gpr/index>. Bidders are strongly advised to only obtain bid proposal documents directly from these sources. Bid documents obtained from other sources may be incomplete, inaccurate, and not up to date.

A Mandatory Pre-Bid conference will be held on **Thursday, July 9, 2026, at 11:00am** in the Hicks Conference Room located at 452 Walker Street, Augusta, GA 30901 and virtually via Teams; Meeting ID: 268 897 266 824 716; Passcode: 5bP3w3aF.

Bidders must mark RFP #26-196 on the outside of the submittal envelope. Bidders must separate their Fee Proposal into a sealed envelope, and technical qualifications in a separate sealed envelope. All instructions are in the Bid Documents.

Any questions, or request for clarification, may be submitted via email to procbidandcontract@augustaga.gov on or before the close of business **Monday, July 13th, 2026, by 5:00pm**

Deliver all bids to:
Attn: Andy Penick
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Publish: Augusta Chronicle June 18, 25th and July 2nd.



**RFP Opening: RFP Item #26-196 Solid Waste and Recycling Front Load Services
for Augusta, GA - Augusta Engineering and Environmental Services Department
Due Date: Monday, July 27, 2026 @ 10:00 a.m.**

**Total Number Specifications Mailed Out: 31
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 81
Georgia Procurement Registry: 303
Pre-Bid Conference Attendees: 23
Total Packages Submitted: 5
Total Non-Compliant: 0**

Vendors	Exhibit A	Addendum 1 & 2	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal
Atlantic Waste Services, Inc. 125 Pine Meadow Drive Pooler, GA 31322	Yes	Yes	358555	Yes	Yes	Yes
Coastal Wase & Recycling, Inc. 3925 Goshen Industrial Blvd. Augusta, GA 30906	Yes	Yes	1481991	Yes	Yes	Yes
Georgia Waste System, LLC 208 Prep Phillips Drive Augusta, GA 30901	Yes	Yes	102444	Yes	Yes	Yes
GFL Environmental, Inc. 1064 Franke Industril dr. Augusta, GA 30909	Yes	Yes	170827	Yes	Yes	Yes
Capital Waste Services, LLC 132 Hedge Rd. Aiken, SC 29801	Yes	Yes	571783	Yes	Yes	Yes
Ryland Environmental 1751 Dixon Airline Road Augusta, GA 30906	Yes	Yes	133760	Yes	Yes	Yes

 Evlaution Sheet RFP Item #26-196 Solid Waste and Recycling Front Load Services for Augusta, GA - Augusta Engineering and Environmental Services Department Due Date: Monday, July 27, 2026 @ 10:00 a.m. Evaluation Date: Friday, August 14, 2026 @ 3:00 p.m.																										
Vendors			Atlantic Waste Services, Inc. 125 Pine Meadow Drive Pooler, GA 31322		Coastal Wase & Recycling, Inc. 3925 Goshen Industrial Blvd. Augusta, GA 30906		Georgia Waste System, LLC 208 Prep Phillips Drive Augusta, GA 30901		GFL Environmental, Inc. 1064 Franke Idustril dr. Augusta, GA 30909		Capital Waste Services, LLC 132 Hedge Rd. Aiken, SC 29801		Ryland Environmental 1942 US Hwy 441 South Dublin, GA 31021		Atlantic Waste Services, Inc. 125 Pine Meadow Drive Pooler, GA 31322		Coastal Wase & Recycling, Inc. 3925 Goshen Industrial Blvd. Augusta, GA 30906		Georgia Waste System, LLC 208 Prep Phillips Drive Augusta, GA 30901		GFL Environmental, Inc. 1064 Franke Idustril dr. Augusta, GA 30909		Capital Waste Services, LLC 132 Hedge Rd. Aiken, SC 29801		Ryland Environmental 1751 Dixon Airline Road Augusta, GA 30906	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																							
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)								Weighted Scores														
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS					PASS	PASS	PASS	PASS	PASS	PASS					PASS	PASS	
2. Qualifications & Experience		(0-5)	20	3.8	3.0	4.5	4.0	3.8	4.0					75.0	60.0	90.0	80.0	75.0	80.0							
3. Organization & Approach		(0-5)	15	2.5	4.3	5.0	3.8	3.8	3.5					37.5	63.8	75.0	56.3	56.3	52.5							
4. Scope of Services: a. Service Delivery Implementation Plan. b. Customer Service Procedures. c. Service route management process/strategy d. Service delivery communication with Client process/strategy		(0-5)	15	2.5	3.5	5.0	3.3	3.5	3.8					37.5	52.5	75.0	48.8	52.5	56.3							
5. Available Rourcersd andf Financial Stability		(0-5)	10	2.5	4.0	5.0	3.5	3.5	3.5					25.0	40.0	50.0	35.0	35.0	35.0							
6. References		(0-5)	5	5.0	4.0	5.0	4.5	4.5	4.0					25.0	20.0	25.0	22.5	22.5	20.0							
7. Proximity to Area - enter the point value for the one line only) Non-Weighted													Cost/Fee Proposal Consideration													
Within Richmond County		50		50.0	50.0	50.0							0.0	50.0	50.0	50.0	0.0	0.0								
Within CSRA		30					30.0						0.0	0.0	0.0	0.0	30.0	0.0								
Within Georgia		20	20.0						20.0				20.0	0.0	0.0	0.0	0.0	0.0	20.0							
Within SE		10											0.0	0.0	0.0	0.0	0.0	0.0								
All Others		5											0.0	0.0	0.0	0.0	0.0	0.0								
Phase 1 Total - (Total Maximum Ranking 80 - Maximum Weighted Total Possible 375)				36.3	68.8	74.5	69.0	49.0	38.8				220.0	286.3	365.0	292.5	271.3	263.8								
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																										
8. Presentation by Team		(0-5)	10										0.0	0.0	0.0	0.0	0.0	0.0								
9. Q&A Response to Panel Questions		(0-5)	5										0.0	0.0	0.0	0.0	0.0	0.0								
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Non-Weighted																										
Lowest Fees		50				50.0							0.0	0.0	0.0	50.0	0.0	0.0								
Second		30		30.0									0.0	30.0	0.0	0.0	0.0	0.0								
Third		20											0.0	0.0	0.0	0.0	0.0	0.0								
Forth		10			10.0								0.0	0.0	10.0	0.0	0.0	0.0								
Fifth		5											0.0	0.0	0.0	0.0	0.0	0.0								
Total Phase 2 - (Total Maximum Ranking 60 - Maximum Weighted Total Possible 125)				0.0	30.0	10.0	50.0	0.0	0.0				0.0	30.0	10.0	50.0	0.0	0.0								
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																										
Total Cumulative Score (Maximum point is 500)				36.3	98.8	84.5	119.0	49.0	38.8				220.0	316.3	375.0	342.5	271.3	263.8								
Internal Use Only																										
Evaluator: Cumulative Date: 8/12/26																										
Procurement Department Representative: Nancy Williams																										
Procurement Department Completion Date: 8/12/26																										



Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Andy Penick, Director Procurement
FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services
DATE: August 24, 2026
SUBJECT: Solid Waste and Recycling Front Load Services
RFP 26-196
File Reference: 26-014(A)

It is the recommendation of Augusta Engineering (AE) to award RFP 26-196, "Solid Waste and Recycling Front Load Services," to Georgia Waste System, LLC (GWS), the highest-ranked firm. AE reviewed and evaluated GWS's proposed fees and determined them to be reasonable. Accordingly, AE recommends acceptance of GWS's fees as submitted in its response to RFP 26-196.

AE is preparing a contract award agenda item for consideration and action by the Augusta Commission. The award is contingent upon receipt and execution of the signed contract, as well as submission of all required bonds & insurance documentation.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal & Oscar Flit, Augusta Engineering & Environmental Services
Program File

SECTION 4: FEE PROPOSAL (submit in a separate sealed envelope)Date: 7/20/2026**Bidder:**

In compliance with your invitation for bids/RFP dated June 22, 2026, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the Solid Waste & Recyclable collection & Disposal Services, and appurtenances referred to herein as:

RFP 26-196 Solid Waste Front Load Services

In strict accordance with the Request for Proposal, Contract Documents & relevant documents, and in consideration of the amounts shown on the Fee Schedule attached hereto and totaling per year:

two hundred eighty five thousand five hundred seventy-six DOLLARS

(\$ 285,576.00) **

** Billed Amount will be based on actual quantities served and periodic unit fee revisions per this RFP associated contract provisions.

The undersigned hereby agrees that, upon written acceptance of this bid/proposal, he/she will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he/she will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he/she will commence the work at the contract effective date that is listed in the executed contract document, and that he/she will complete all work per schedule included in this RFP associated executed contract document.

The undersigned acknowledges receipt of the following addenda:

Addendum Number:12**Addendum Date:**June 25, 2026July 17, 2026

Respectfully submitted:

Georgia Waste Systems, L

(Name of the Firm)

208 Prep Phillips Drive, Aug

(Business Address)

By: *Dina Heider-Hicks*Title: Area Director, Public Sector

EXHIBIT A

Frontload Waste Collection & Disposal Contract

FEE SCHEDULE

Waste Type	Collection & Disposal Frequency								
	Container Size	1/week	2/week	3/week	4/week	5/week	6/week	7/week	Unscheduled
Trash	2 yd	\$72.98	\$145.97	\$218.95	\$291.94	\$364.92	\$437.91	N/A	\$70.69
	4 yd	\$75.97	\$151.94	\$227.91	\$303.88	\$379.85	\$455.82	N/A	\$71.38
	6 yd	\$78.95	\$157.91	\$236.86	\$315.82	\$394.77	\$473.73	N/A	\$72.07
	8 yd	\$81.94	\$163.88	\$245.82	\$327.76	\$409.70	\$491.64	N/A	\$72.76
Recycling	2 yd	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	4 yd	\$207.77	N/A	N/A	N/A	N/A	N/A	N/A	\$207.77
	6 yd	\$276.66	N/A	N/A	N/A	N/A	N/A	N/A	\$276.66
	8 yd	\$345.55	N/A	N/A	N/A	N/A	N/A	N/A	\$345.55
Accessories	Casters	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	N/A	\$15.00
	Locking Device	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	N/A	\$15.00

Notes: Pricing for collection frequencies per week area shall be monthly.

Pricing for Unscheduled collection shall be per on-time collection.

Rollout Monthly Pricing				
	1x per week	2x per week	3x per week	4x per week
Single 96-gal cart	\$30.00	N/A	N/A	N/A
Price per additional cart	\$20.00	N/A	N/A	N/A

FEE PROPOSAL SUBMITTED BY:**NAME:** Dina Reider-Hicks**COMPANY:** Georgia Waste Systems, L.L.C.**ADDRESS:** 208 Prep Philips Drive**CITY/STATE:** Augusta, GA 30901-1700**TELEPHONE:** 706-830-8667**EMAIL:** dreider@wm.com**SIGNATURE:** 

Fee Proposal must be sealed and labeled on the outside of the package to clearly indicate that it is in response to RFP Item #26-196 Solid Waste Front Load Services.

ATTN: JEFF WASHINGTON
WASTE MANAGEMENT
208 PREP PHILIPS DRIVE
AUGUSTA, GEORGIA 30901

BERRY SMITH SANITATION
1308 NEW SAVANNAH ROAD
AUGUSTA, GA 30901

AUGUSTA DISPOSAL AND RECYCLING
851 TRIANGLE INDUSTRIAL COURT
EVANS, GA 30809-4257

ATTN: BOBBY WILLIAMS
ADVANCED DISPOSAL
5734 COLUMBIA ROAD
GROVETOWN, GA 30813-5114

GEORGIA WASTE SYSTEMS LLC
208 PREP PHILLIPS DRIVE
AUGUSTA, GA 30901

GFL ENVIRONMENTAL
1064 FRANKE INDUSTRIAL DR
AUGUSTA, GA 30909

A-1 SANITATION
3452 PEACH ORCHARD RD, STE. B
AUGUSTA, GA 30906

ECONOMY SANITATION
199 HIGHTOWER DRIVE SUITE 3
AUGUSTA, GA 30907-2560

RYLAND ENVIRONMENTAL INC
4132 WALLIE AVENUE
AUGUSTA, GA 30906

CAPITAL WASTE SERVICES
132 HEDGE RD
AIKEN, SC 29801

PRECISION WASTE SOLUTIONS
1064 FRANK INDUSTRIAL DR
AUGUSTA, GA 30909

FCC ENVIRONMENTAL SERVICES
5619 E COLUMBUS DR
TAMPA, FL 33619

WASTE INDUSTRIES USA
3301 BENSON DRIVE
SUITE 601
RALEIGH, NC 27609

COASTAL WASTE & RECYCLING, INC.
3925 GOSHEN INDUSTRIAL BLVD.
AUGUSTA, GA 30906

AUGUSTA DISPOSAL
PO BOX 334
EVANS, GA 30809

WASTE PRO
1405 DANIELSVILLE ROAD
ATHENS GA 30601

JUNK BUSTERS
4439 SHADOWOOD DR.
AUGUSTA, GA 30907

DIXON AIRLINE RECYCLING AND
DISPOSAL LLC
1710 DIXON AIRLINE RD
AUGUSTA, GA 30906

ATTN: JASON PLEDGER
COLUMBIA WASTE
1064 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GA 30909

VEOLIA ES SOLID WASTE
1101 HAWKINS STREET
VALDOSTA GA 31601

RICHMOND WASTE
ATTN: DAVE WALKER
P.O. BOX 6887
AUGUSTA, GA 30916

ATTN: JASON PLEDGER
COLUMBIA WASTE
1064 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GA 30909

METROPOLITAN WASTE
1824 WYLDs ROAD, STE A5
AUGUSTA, GA 30909

BIG DOG DISPOSAL
237 SETTLEMENT RD
MARTINEZ, GA 30907

HAMEED MALIK
ENGINEERING

JUNE HAMAAL
ENGINEERING

YOLANDA JACKSON
COMPLIANCE

RFP Item #26-196 5-900A Solid Waste &
Recyclable Frontload Services for
Augusta, GA – Augusta Engineering
and Environmental Services
Department
DUE: Mon., July 9, 2025 @ 10:00 a.m.

RFP Item #25-900A Solid Waste &
Recyclable Frontload Services for
Augusta, GA – Augusta Engineering
and Environmental Services
Department
Mailed: 06/18/2026

ACE TECHNOLOGIES
ATTN. DAWN MOORE
7428 SONNY ROGERS MEMORIAL DRIVE
HAHIRA, GEORGIA 31632

BASESIX. LLC
ATTN. ANIE WILLIAMS
2053 FRANKLIN WAT SE
MARIE, GA 30901

BRAVO FIRE PROTECTION
3482 KEITH BRIDGE ROAG
CUMMING, GA 30041

CENTURY FIRE PROTECTION
109 COMMERCIAL BLVD.
MARTINEZ, GA 30907

KEY FIRE PROTECTION ENT. LLC
3200 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

SOUTHEASTERN SYSTEM TECHNOLOGIES
3608 MILLEDGE ROAD
AUGUSTA, GA 30909

SUMMIT FIRE & SECURITY
3200 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

HAMEED MALIK
ENGINEERING

JUNE HAMAAL
ENGINEERING

YOLANDA JACKSON
COMPLIANCE

RFP Item #26-196 Solid Waste &
Recyclable Frontload Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
DUE: Mon., July 9, 2025 @ 10:00 a.m.

RFP Item #25-196 Solid Waste &
Recyclable Frontload Services for
Augusta, GA – Augusta Engineering and
Environmental Services Department
Mailed: 06/18/2026

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (11)

Supplier 	Download Date
Atlantic Lining Company	06/23/2026
Capital Waste Services	06/29/2026
Catch A Contract	06/23/2026
Coastal Waste & Recycling Inc.	06/22/2026
CompostNow	06/22/2026
Dodge Data	06/22/2026
FCC Environmental	06/24/2026
GovGuide	07/16/2026
Onvia, Inc. - Content Department	06/25/2026
Ryland Environmental, inc	07/11/2026
The W Real Estate and Investment Group	07/03/2026

[Add Supplier](#)

Supplier Details

Supplier Name	Atlantic Lining Company
Contact Name	Caroline Ferry
Address	2519 Route 206 , Mount Holly, NJ 08060
Email	carolinef@alcoincusa.com
Phone Number	609-468-4785

[Remove](#)

Documents

26-196_RFP	Bid Document / Specifications	View History
26-196_ADD1	Addendum	View History
26-196_ADD2	Addendum	View History

Company Name	Sent On	Email Address	Name	Minority	Ethnic
BFI WASTE SERVICES LLC	6/22/2026	HArcelay@	866274 - BFI WASTE SERVICES LLC		
BFI WASTE SERVICES LLC	6/22/2026	cdailey2@r	866274 - BFI WASTE SERVICES LLC		
BFI WASTE SERVICES LLC	6/22/2026	dstewart@i	866274 - BFI WASTE SERVICES LLC		
BFI WASTE SERVICES LLC	6/22/2026	kgrubb@rej	866274 - BFI WASTE SERVICES LLC		
BFI WASTE SERVICES LLC	6/22/2026	mhill8@reç	866274 - BFI WASTE SERVICES LLC		
BFI WASTE SERVICES LLC	6/22/2026	rstone@reç	866274 - BFI WASTE SERVICES LLC		
BFI WASTE SERVICES LLC	6/22/2026	wtownsend	866274 - BFI WASTE SERVICES LLC		
JOHNSON CONTROLS INC	6/22/2026	amy.m.broç	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	andrew.hin	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	christophe	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	danny.gree	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	danny.l.ves	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	dominique.	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	emilitza.go	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	james.c.da	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	james.edw	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	john.b.nutt	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	mark.a.zipç	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	melissa.d.k	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	michael.m.	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	mike.k.griff	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	nicholas.ry.	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	scott.e.mcç	864353 - JOHNSON CONTROLS INC		
JOHNSON CONTROLS INC	6/22/2026	timothy.b.li	864353 - JOHNSON CONTROLS INC		
WASTE INDUSTRIES USA INC	6/22/2026	amanda.rei	864462 - WASTE INDUSTRIES USA I		
HUSSEY GAY BELL & DEYOUNG INC	6/22/2026	sdmorrell@	890401 - HUSSEY GAY BELL & DEY		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	aowens2@	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	bademail@	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	bcrawfor@	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	bdivani@w	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	cjohns412ç	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	gcouncil@v	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	mmckay@v	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	mmille17@	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	sgriffith@w	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	smuldrow@	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	tbulloc1@v	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	tmcclung@	865832 - GEORGIA WASTE SYSTEM		
GEORGIA WASTE SYSTEMS LLC	6/22/2026	vsabotin@v	865832 - GEORGIA WASTE SYSTEM		
GEORGIA ASSOCIATION OF REHABILITATION	6/22/2026	bademail@	864466 - G Y		Not Applica
GEORGIA ASSOCIATION OF REHABILITATION	6/22/2026	c_s@georgi	864466 - G Y		Not Applica
GEORGIA ASSOCIATION OF REHABILITATION	6/22/2026	chyatt@asç	864466 - G Y		Not Applica
GEORGIA ASSOCIATION OF REHABILITATION	6/22/2026	czolomy@ç	864466 - G Y		Not Applica

GEORGIA ASSOCIATION OF REHABILITATION	6/22/2026	sboyd@asg 864466 - G Y	Not Applica
GEORGIA ASSOCIATION OF REHABILITATION	6/22/2026	spursley@g 864466 - G Y	Not Applica
GEORGIA ASSOCIATION OF REHABILITATION	6/22/2026	tbeck@asg 864466 - G Y	Not Applica
BOAEN MECHANICAL CONTRACTORS INC	6/22/2026	estimating@ 894227 - BOAEN MECHANICAL CO	
BOAEN MECHANICAL CONTRACTORS INC	6/22/2026	marciu@bc 894227 - BOAEN MECHANICAL CO	
BOAEN MECHANICAL CONTRACTORS INC	6/22/2026	michelek@ 894227 - BOAEN MECHANICAL CO	
BRANNON DAVID	6/22/2026	caservices@ 869799 - BRANNON DAVID	
PAYNE CONSTRUCTION COMMERCIAL INC	6/22/2026	Quaison@f 870445 - PAYNE CONSTRUCTION C	
DODGE COUNTY	6/22/2026	conner.bea 867388 - DODGE COUNTY	
DODGE COUNTY	6/22/2026	kim.parkers 867388 - DODGE COUNTY	
WASTE MANAGEMENT INC OF ATLANTA	6/22/2026	sedward1@ 866885 - WASTE MANAGEMENT INC	
WASTE MANAGEMENT INC OF ATLANTA	6/22/2026	sgriffith@w 866885 - WASTE MANAGEMENT INC	
ABM JANITORIAL SERVICES	6/22/2026	buz.campb 871295 - ABM JANITORIAL SERVICE	
ABM JANITORIAL SERVICES	6/22/2026	christie.car 871295 - ABM JANITORIAL SERVICE	
ABM JANITORIAL SERVICES	6/22/2026	kalia.beard 871295 - ABM JANITORIAL SERVICE	
ABM JANITORIAL SERVICES	6/22/2026	kking@abr 871295 - ABM JANITORIAL SERVICE	
PRIME CONTRACTORS INC	6/22/2026	astephensc 864777 - PI Y	Not Applica
PRIME CONTRACTORS INC	6/22/2026	kdunn@pri 864777 - PI Y	Not Applica
CONTINENTAL CONSTRUCTION COMPANY INC	6/22/2026	cccinc197@ 871411 - CONTINENTAL CONSTRU	
CONTINENTAL CONSTRUCTION COMPANY INC	6/22/2026	pccontinen 871411 - CONTINENTAL CONSTRU	
CONTRACT MANAGEMENT INC	6/22/2026	gregoryw@ 871675 - CONTRACT MANAGEMEN	
CHOSEN ENTERPRISES	6/22/2026	chosengpa 871692 - CHOSEN ENTERPRISES	
CHOSEN ENTERPRISES	6/22/2026	chosensch 871692 - CHOSEN ENTERPRISES	
THOMAS CONTRACTING INC	6/22/2026	thomasac@ 879432 - THOMAS CONTRACTING I	
BARBER CONTRACTING CO	6/22/2026	bademail@ 882197 - B/ Y	Not Applica
BARBER CONTRACTING CO	6/22/2026	barbercecil 882197 - B/ Y	Not Applica
BARBER CONTRACTING CO	6/22/2026	carolinebar 882197 - B/ Y	Not Applica
BARBER CONTRACTING CO	6/22/2026	john@barb 882197 - B/ Y	Not Applica
COFIELD ALFRED G	6/22/2026	alfiecofield 883501 - COFIELD ALFRED G	
JIMMY HARRIS TRUCKING INC	6/22/2026	jhtruckin@ 873803 - JIMMY HARRIS TRUCKING	
ADVANCED DISPOSAL SERVICES LLC	6/22/2026	anne.broth 874202 - ADVANCED DISPOSAL SE	
ADVANCED DISPOSAL SERVICES LLC	6/22/2026	apenningto 874202 - ADVANCED DISPOSAL SE	
ADVANCED DISPOSAL SERVICES LLC	6/22/2026	badams@a 874202 - ADVANCED DISPOSAL SE	
ADVANCED DISPOSAL SERVICES LLC	6/22/2026	laura.johns 874202 - ADVANCED DISPOSAL SE	
ADVANCED DISPOSAL SERVICES LLC	6/22/2026	mmayfield@ 874202 - ADVANCED DISPOSAL SE	
ADVANCED DISPOSAL SERVICES LLC	6/22/2026	modekirk@ 874202 - ADVANCED DISPOSAL SE	
ADVANCED DISPOSAL SERVICES LLC	6/22/2026	saustin@ac 874202 - ADVANCED DISPOSAL SE	
WOODWIND CONSTRUCTION COMPANY INC	6/22/2026	lberthen@v 874530 - WOODWIND CONSTRUCT	
B J COMPREHENSIVE INC	6/22/2026	bjci@att.ne 874639 - B J COMPREHENSIVE INC	
ENGINEERED RESTORATIONS INC	6/22/2026	jparnell@ei 874730 - ENGINEERED RESTORATI	
ENGINEERED RESTORATIONS INC	6/22/2026	sandra@er 874730 - ENGINEERED RESTORATI	
TRUST BUILDING SERVICE INC	6/22/2026	songman@ 876775 - TRUST BUILDING SERVICE	
ATTAWAY WASTE SERVICES	6/22/2026	pmixon@ac 876783 - ATTAWAY WASTE SERVICE	
ATTAWAY WASTE SERVICES	6/22/2026	willatoro@ 876783 - ATTAWAY WASTE SERVICE	

J M CLAYTON COMPANY	6/22/2026	jeffrabon@	877271 - J M CLAYTON COMPANY
J M CLAYTON COMPANY	6/22/2026	rellington@	877271 - J M CLAYTON COMPANY
WORLDSCAPES LGP LLC	6/22/2026	worldscape	878543 - WORLDSCAPES LGP LLC
ALL GREEN SERVICES	6/22/2026	ben@atlan	867967 - ALL GREEN SERVICES
ALL GREEN SERVICES	6/22/2026	brad@atlar	867967 - ALL GREEN SERVICES
ALL GREEN SERVICES	6/22/2026	misty@atla	867967 - ALL GREEN SERVICES
ALL GREEN SERVICES	6/22/2026	sullivan_19	867967 - ALL GREEN SERVICES
STATEWIDE SERVICES INC	6/22/2026	brenda_ric	878718 - STATEWIDE SERVICES INC
STATEWIDE SERVICES INC	6/22/2026	michaelric	878718 - STATEWIDE SERVICES INC
REPUBLIC SERVICES OF GA LLC	6/22/2026	CSanborn@	867614 - REPUBLIC SERVICES OF C
REPUBLIC SERVICES OF GA LLC	6/22/2026	CSanborn@	867614 - REPUBLIC SERVICES OF C
REPUBLIC SERVICES OF GA LLC	6/22/2026	kallen@rep	867614 - REPUBLIC SERVICES OF C
REPUBLIC SERVICES OF GA LLC	6/22/2026	kmock@re	867614 - REPUBLIC SERVICES OF C
REPUBLIC SERVICES OF GA LLC	6/22/2026	ppyrzenski	867614 - REPUBLIC SERVICES OF C
REPUBLIC SERVICES OF GA LLC	6/22/2026	prolfes@re	867614 - REPUBLIC SERVICES OF C
SOUTHEASTERN AIR CONDITIONING INC	6/22/2026	edean@so	880242 - SOUTHEASTERN AIR CON
D'BABS CONSTRUCTION INC	6/22/2026	brnelson@	883921 - D'BABS CONSTRUCTION I
VARSITY CONTRACTORS INC	6/22/2026	jdoles@var	886916 - VARSITY CONTRACTORS I
VARSITY CONTRACTORS INC	6/22/2026	ron.kartchr	886916 - VARSITY CONTRACTORS I
ADVANCED DISPOSAL SERVICES MIDDLE GA	6/22/2026	a.cam.brya	887441 - ADVANCED DISPOSAL SE
ADVANCED DISPOSAL SERVICES MIDDLE GA	6/22/2026	aherndon@	887441 - ADVANCED DISPOSAL SE
ADVANCED DISPOSAL SERVICES MIDDLE GA	6/22/2026	dchristoph	887441 - ADVANCED DISPOSAL SE
ADVANCED DISPOSAL SERVICES MIDDLE GA	6/22/2026	dianna.smi	887441 - ADVANCED DISPOSAL SE
ADVANCED DISPOSAL SERVICES MIDDLE GA	6/22/2026	jordan.scot	887441 - ADVANCED DISPOSAL SE
ADVANCED DISPOSAL SERVICES MIDDLE GA	6/22/2026	kymberly.al	887441 - ADVANCED DISPOSAL SE
IN HIS EYES LLC	6/22/2026	trashman7:	887876 - IN HIS EYES LLC
HOGAN CONSTRUCTION GROUP	6/22/2026	haiken@ho	888536 - HOGAN CONSTRUCTION
HOGAN CONSTRUCTION GROUP	6/22/2026	hbrickey@	888536 - HOGAN CONSTRUCTION
HOGAN CONSTRUCTION GROUP	6/22/2026	notify@hog	888536 - HOGAN CONSTRUCTION
A-Z SERVICES INC	6/22/2026	laurie5013	865280 - A-Z SERVICES INC
E ESCHER INC	6/22/2026	dennis.hor	893038 - E Y Not Applica
E ESCHER INC	6/22/2026	elaine.esch	893038 - E Y Not Applica
E ESCHER INC	6/22/2026	erica.esche	893038 - E Y Not Applica
E ESCHER INC	6/22/2026	max.esche	893038 - E Y Not Applica
E ESCHER INC	6/22/2026	troy.overby	893038 - E Y Not Applica
PRATT RECYCLING INC	6/22/2026	mplace@p	893335 - PRATT RECYCLING INC
PRATT RECYCLING INC	6/22/2026	mrenova@	893335 - PRATT RECYCLING INC
AJ I CONSTRUCTION COMPANY INC	6/22/2026	bademail@	894540 - AJ N NA
LYONS CONTRACT SERVICES	6/22/2026	lyonscontr	894962 - LYONS CONTRACT SERVI
EVANS DISPOSAL SERVICE INC	6/22/2026	trashman7:	865292 - EVANS DISPOSAL SERVIC
EMCON SERVICES INC	6/22/2026	allison.m.w	896602 - EMCON SERVICES INC
SOUTHEASTERN INDUSTRIAL CONTRACTING	6/22/2026	cmccoy@s	896841 - SOUTHEASTERN INDUST
WASTE SERVICES OF TENNESSEE	6/22/2026	kfuquea@s	896924 - WASTE SERVICES OF TEN
WASTE SERVICES OF TENNESSEE	6/22/2026	tydavis@sa	896924 - WASTE SERVICES OF TEN

ADVANCETEC LLC	6/22/2026 bryanp@ad 896936 - ADVANCETEC LLC
ARROW INC	6/22/2026 Jon.Bonner 897208 - ARROW INC
ARROW INC	6/22/2026 brianamcp 897208 - ARROW INC
ETI INC	6/22/2026 rmoore@et 897775 - ETI INC
S D & C INC	6/22/2026 sdandcinc 897968 - S D & C INC
SWAINSBORO INDUSTRIAL RECYCLING LLC	6/22/2026 bvillasir@b 899540 - SWAINSBORO INDUSTRIAL
SELECT MILL PRODUCTS INC	6/22/2026 SELECTMIL 900659 - SI N NA
HAWK CONSTRUCTION	6/22/2026 mhawkcon: 901544 - HAWK CONSTRUCTION
D & A BUILDING SERVICES INC	6/22/2026 rperez@dal 901641 - D & A BUILDING SERVICE
VISUAL INSPECTION SYSTEMS LLC	6/22/2026 rsherwin@ 899932 - VISUAL INSPECTION SYST
REAMS ENTERPRISES INC	6/22/2026 mabernath: 904149 - REAMS ENTERPRISES INC
ROBERT K DICKENS CAR CARE & JANITORIAL	6/22/2026 robertkdick 905164 - ROBERT K DICKENS CAR C
HARMON COMMERCIAL & INDUSTRIAL CONST	6/22/2026 harmonco 906038 - HARMON COMMERCIAL &
SHAGA CONSULTING & RECRUITING	6/22/2026 LPATEL@G 865029 - SI N NA
SHAGA CONSULTING & RECRUITING	6/22/2026 pshyam@g 865029 - SI N NA
ARTESIAN CONTRACTING CO INC	6/22/2026 gsingfield@ 906573 - ARTESIAN CONTRACTING
A & D HORIZON INC	6/22/2026 adhorizons 906601 - A & D HORIZON INC
PDC CONSTRUCTION INC	6/22/2026 cmcanelly 902159 - PDC CONSTRUCTION INC
RELIABLE BUILDING SOLUTIONS I	6/22/2026 christie@rt 902507 - RELIABLE BUILDING SOLI
RELIABLE BUILDING SOLUTIONS I	6/22/2026 kathy@rbsi 902507 - RELIABLE BUILDING SOLI
RELIABLE BUILDING SOLUTIONS I	6/22/2026 ron@rbsi-o 902507 - RELIABLE BUILDING SOLI
RELIABLE BUILDING SOLUTIONS I	6/22/2026 ronlee@ho 902507 - RELIABLE BUILDING SOLI
ADVANCED CLEANING SYSTEMS & SUPPLIES INC	6/22/2026 acsrome@ 902815 - ADVANCED CLEANING SY
BILLEVE LLC	6/22/2026 kcb@billev 905688 - BILLEVE LLC
LATHAM HOME SANITATION CO INC	6/22/2026 barbara_lat 906498 - LATHAM HOME SANITATIC
LATHAM HOME SANITATION CO INC	6/22/2026 bearkeeling 906498 - LATHAM HOME SANITATIC
LATHAM HOME SANITATION CO INC	6/22/2026 ricjarvis@g 906498 - LATHAM HOME SANITATIC
JAMES EXECUTIVE CONSULTANT GROUP LLC	6/22/2026 info@jegro 908226 - JAMES EXECUTIVE CONSTI
CUSTOM CLEANING	6/22/2026 jamesmeer 908540 - CUSTOM CLEANING
PHOENIX SOLUTIONS INC	6/22/2026 bademail@ 910188 - PHOENIX SOLUTIONS INC
PHOENIX SOLUTIONS INC	6/22/2026 ww2006@ 910188 - PHOENIX SOLUTIONS INC
RED OAK SANITATION LLC	6/22/2026 JOHN@REI 911161 - RED OAK SANITATION LLC
RED OAK SANITATION LLC	6/22/2026 john@redo. 911161 - RED OAK SANITATION LLC
DAVID WILLIAM A DAVID	6/22/2026 wad1son@ 912328 - DAVID WILLIAM A DAVID
DIVERSIFIED CONSTRUCTION OF GEORGIA	6/22/2026 Sarah@dcc 914666 - DIVERSIFIED CONSTRUCTI
DIVERSIFIED CONSTRUCTION OF GEORGIA	6/22/2026 bademail@ 914666 - DIVERSIFIED CONSTRUCTI
DIVERSIFIED CONSTRUCTION OF GEORGIA	6/22/2026 coretta@dc 914666 - DIVERSIFIED CONSTRUCTI
DIVERSIFIED CONSTRUCTION OF GEORGIA	6/22/2026 jeffk@dcof 914666 - DIVERSIFIED CONSTRUCTI
DIVERSIFIED CONSTRUCTION OF GEORGIA	6/22/2026 sarah@dco 914666 - DIVERSIFIED CONSTRUCTI
DIVERSIFIED CONSTRUCTION OF GEORGIA	6/22/2026 sperry@dc 914666 - DIVERSIFIED CONSTRUCTI
VEOLIA ES TAYLOR COUNTY LANDFILL LLC	6/22/2026 rhonda.pos 915209 - VEOLIA ES TAYLOR COUN
VEOLIA ES TAYLOR COUNTY LANDFILL LLC	6/22/2026 sandy.lam 915209 - VEOLIA ES TAYLOR COUN
MCGALLIARD WASTE SERVICES	6/22/2026 MCGALLIAF 866651 - MCGALLIARD WASTE SER
MCGALLIARD WASTE SERVICES	6/22/2026 mws1016@ 866651 - MCGALLIARD WASTE SER

ALLGREEN SERVICES LLC	6/22/2026	Misty@atla 917614 - AIN	NA
ASAP GLENN CO INC	6/22/2026	robert@ase 920144 - ASAP GLENN CO INC	
ASAP GLENN CO INC	6/22/2026	tonya@Asa 920144 - ASAP GLENN CO INC	
NIVEK SERVICES INC	6/22/2026	nivek247@ 922158 - NIVEK SERVICES INC	
AMERICAN DISPOSAL SERVICES OF GA INC	6/22/2026	dcarey@ad 922604 - AMERICAN DISPOSAL SEF	
SMITH JAMES	6/22/2026	tracy_70_d 923962 - SMITH JAMES	
RYLAND ENVIRONMENTAL INC	6/22/2026	james@ryl 866063 - RYLAND ENVIRONMENTA	
RYLAND ENVIRONMENTAL INC	6/22/2026	jnail@rylan 866063 - RYLAND ENVIRONMENTA	
RYLAND ENVIRONMENTAL INC	6/22/2026	michael.m 866063 - RYLAND ENVIRONMENTA	
RYLAND ENVIRONMENTAL INC	6/22/2026	todd@rylan 866063 - RYLAND ENVIRONMENTA	
CONCRETE ENTERPRISES LLC	6/22/2026	RGARCIA@ 926893 - C N	NA
CONCRETE ENTERPRISES LLC	6/22/2026	cmoye@thr 926893 - C N	NA
CONCRETE ENTERPRISES LLC	6/22/2026	tshepard@i 926893 - C N	NA
A-1 BRANTLEY WASTE MANAGEMENT LLC	6/22/2026	a1brantley 927135 - A-1 BRANTLEY WASTE MA	
AMWASTE OF GEORGIA LLC	6/22/2026	mrenova@i 867933 - AMWASTE OF GEORGIA LI	
AMWASTE OF GEORGIA LLC	6/22/2026	rlee@amw 867933 - AMWASTE OF GEORGIA LI	
GFL SOLID WASTE SOUTHEAST LLC	6/22/2026	jessicawhit 930765 - GFL SOLID WASTE SOUTH	
GFL SOLID WASTE SOUTHEAST LLC	6/22/2026	lewing@gfl 930765 - GFL SOLID WASTE SOUTH	
CMG LANDSCAPE AND MAINTENANCE LLC	6/22/2026	info@kmbe 931969 - CMG LANDSCAPE AND M.	
CMG LANDSCAPE AND MAINTENANCE LLC	6/22/2026	sharonperr 931969 - CMG LANDSCAPE AND M.	
LIBERTY DISPOSAL INC	6/22/2026	c.brigance@ 935636 - LI Y	Not Applica
LIBERTY DISPOSAL INC	6/22/2026	c.rueda@ld 935636 - LI Y	Not Applica
LIBERTY DISPOSAL INC	6/22/2026	j.lawrence@ 935636 - LI Y	Not Applica
LIBERTY DISPOSAL INC	6/22/2026	v.sanchez@ 935636 - LI Y	Not Applica
TOTER INCORPORATED	6/22/2026	toterbids@ 954166 - TOTER INCORPORATED	
SUMMITT FORESTS INCORPORATED	6/22/2026	summitt25 949321 - SUMMITT FORESTS INCOF	
MSAB LLC	6/22/2026	bademail@ 949537 - MSAB LLC	
MSAB LLC	6/22/2026	bob@msab 949537 - MSAB LLC	
MILLENNIAL CLEAN LLC	6/22/2026	brenston@ 950612 - MILLENNIAL CLEAN LLC	
AKC CONSTRUCTION LLC	6/22/2026	akcconstru 952158 - AKC CONSTRUCTION LLC	
TOCCOA CORP INC.	6/22/2026	david@fcs 952181 - T N	NA
LOGISTIC DELIVERY SERVICES LLC	6/22/2026	ldslogistics 950129 - LOGISTIC DELIVERY SERV	
MCCLEAN SOLUTIONS LLC	6/22/2026	Poku.d@m 950344 - MCCLEAN SOLUTIONS LL	
PRIME MOVER WASTE MANAGEMENT LLC	6/22/2026	cnmangunc 951876 - PRIME MOVER WASTE MA	
SCHIEFER ENTERPRISE LLC	6/22/2026	myah@sch 952089 - SCHIEFER ENTERPRISE LI	
ESVA ALL DAY INC	6/22/2026	rwalker@es 952111 - ESVA ALL DAY INC	
ANDERSON PROPERTY CLEAR-OUT SERVICES LL	6/22/2026	desireeand 952542 - ANDERSON PROPERTY CI	
BELTRAN ENTERPRISES INC.	6/22/2026	cga@binth 952625 - BELTRAN ENTERPRISES IN	
BEEMON ENTERPRISES LLC	6/22/2026	beemonent 953249 - BEEMON ENTERPRISES LI	
DNA VENTURES LLC	6/22/2026	DNAVENTU 953602 - DNA VENTURES LLC	
VP33 ENTERPRISES LLC	6/22/2026	Info@vp33 953947 - VP33 ENTERPRISES LLC	
WEEKS END ENTERPRISE LLC	6/22/2026	weeksente 954330 - WEEKS END ENTERPRISE	
121 DISPOSAL COMPANY LLC	6/22/2026	amy@121d 954378 - 121 DISPOSAL COMPANY	
121 DISPOSAL COMPANY LLC	6/22/2026	bademail@ 954378 - 121 DISPOSAL COMPANY	

LEGACYXXII LLC	6/22/2026 e.legacy.loj 954516 - LEGACYXXII LLC
JUS EWEN TRANSPORT	6/22/2026 justinewen 954611 - JUS EWEN TRANSPORT
CHECK MARK JUNK REMOVAL LLC	6/22/2026 checkmark 955938 - CHECK MARK JUNK REMC
CHECK MARK JUNK REMOVAL LLC	6/22/2026 jperdue@cl 955938 - CHECK MARK JUNK REMC
LETS GET IT DONE JUNK & HAUL REMOVAL LLC	6/22/2026 shanika@le 956014 - LETS GET IT DONE JUNK &
LETS GET IT DONE JUNK & HAUL REMOVAL LLC	6/22/2026 terence@le 956014 - LETS GET IT DONE JUNK &
EXPRESS SANITATION SERVICES	6/22/2026 Expresssan 956026 - EXPRESS SANITATION SEI
DIAMOND HEIGHTS LLC	6/22/2026 diamondhe 956545 - DIAMOND HEIGHTS LLC
Q'S CLEANING LLC	6/22/2026 dqscleanin 956578 - Q Y AFA - Black
TACTICAL CONSTRUCTION LLC	6/22/2026 jonathaneb 956819 - TACTICAL CONSTRUCTIO
CHATTANOOGA WASTE HAULERS	6/22/2026 Swical6@g 957887 - CHATTANOOGA WASTE H
CHATTANOOGA WASTE HAULERS	6/22/2026 jwical7@gn 957887 - CHATTANOOGA WASTE H
CHATTANOOGA WASTE HAULERS	6/22/2026 matt.mikell 957887 - CHATTANOOGA WASTE H
RIGHT SERVICES INC	6/22/2026 anncc@righ1 955116 - RIGHT SERVICES INC
GRAB & GO LLC	6/22/2026 carneychar 955554 - GRAB & GO LLC
BUC'S JUNK & HAUL SERVICES LLC	6/22/2026 Bucsjunkn1 955867 - BUC'S JUNK & HAUL SERV
CROWNED GODDESS	6/22/2026 monicajone 956488 - CROWNED GODDESS
JONES FAMILY POWER LLC	6/22/2026 jemisejone 956721 - JONES FAMILY POWER LL
ALISHA SCOTT	6/22/2026 adottscott2 956728 - ALISHA SCOTT
TYLER SOLUTIONS LLC	6/22/2026 tylersolutio 956945 - TYN NA
MELISSA PHILLIPS DBA OPTIMUM SERVICES	6/22/2026 memegirl1 958084 - MELISSA PHILLIPS DBA OI
LITTLE RED HEN SOLUTIONS L.L.C	6/22/2026 veyla@redr 958230 - LITTLE RED HEN Solutio
TRANSPORT POWERHOUSE LLC	6/22/2026 dmanigo@t 958535 - TRANSPORT POWERHOU:
ASHTON ALEXANDER LOGISTICS LLC	6/22/2026 support@a: 958721 - ASHTON ALEXANDER LOC
SUSHIL ENTERPRISES INC	6/22/2026 sushilenter 963401 - SUSHIL ENTERPRISES INC
GOLDEN BARK LLC	6/22/2026 colecapital 963481 - GOLDEN BARK LLC
SKIPPYTIPPY REFRESH RECYCLING INC	6/22/2026 pwilson@si 963493 - SKIPPYTIPPY REFRESH RE
GOLDEN BOYS LOGISTICS LLC	6/22/2026 gbl@golder 963707 - GOLDEN BOYS LOGISTIC:
ART CLEANING SOLUTION LLC	6/22/2026 info@artcle 963708 - ART CLEANING SOLUTION
GRACEFUL HANDS HOME CARE LLC	6/22/2026 CIERA@GR 958908 - GRACEFUL HANDS HOME
ON-DEMAND WASTE REMOVAL LLC	6/22/2026 aclanton@r 959001 - ON-DEMAND WASTE REM
LLG TRANSPORT CO	6/22/2026 support@ll 959080 - LLG TRANSPORT CO
DARCELL ENTERPRISE LLC	6/22/2026 klindsey@d 959097 - DARCELL ENTERPRISE LL
WEHUB GROUP	6/22/2026 wehubgrou 959305 - WEHUB GROUP
NOURISH SOLUTIONS LLC	6/22/2026 sbourdeau 959360 - NOURISH SOLUTIONS LLC
TOP-TIER HAULING & REMOVAL LLC	6/22/2026 brookeban 959426 - TOP-TIER HAULING & REM
APEX RESOLUTIONS LLC	6/22/2026 marcus.wa 959507 - APEX RESOLUTIONS LLC
B. ELLIS PROPERTY MANAGEMENT LLC	6/22/2026 bernardelli 959647 - B. ELLIS PROPERTY MANA
NS LOGISTICS	6/22/2026 nsmart@ns 959762 - NS LOGISTICS
PURPLE SHIELD LLC	6/22/2026 krisrules17 959815 - PURPLE SHIELD LLC
COLLEGETOWN MOVERS LLC	6/22/2026 rbanton@c 959848 - COLLEGETOWN MOVERS
FASH CONCEPTS LLC	6/22/2026 fash.nathai 960110 - FASH CONCEPTS LLC
ARABIA	6/22/2026 arabia@au 960363 - ARABIA
M&M PRESSURE WASHING LLC	6/22/2026 mmpressui 960450 - M&M PRESSURE WASHIN

ELITE SUPPORT ZONE LLC	6/22/2026 info@elites 960489 - ELITE SUPPORT ZONE LLC
TG ENTERPRISE	6/22/2026 Info@tg-en 960497 - TG ENTERPRISE
ERICSON WASTE SOLUTIONS LLC	6/22/2026 edsharp24 961042 - ERICSON WASTE SOLUTIONS LLC
NK BUSINESS SOLUTIONS LLC	6/22/2026 nadsing63 961326 - NK BUSINESS SOLUTIONS LLC
GLOBAL DISCOVERIES INTERNATIONAL LLC	6/22/2026 rmoss2041 961369 - GLOBAL DISCOVERIES INTERNATIONAL LLC
WEAVER WORX LLC	6/22/2026 weaverworx 961441 - WEAVER WORX LLC
FORENSICLEAN LLC	6/22/2026 cody@forei 961486 - FORENSICLEAN LLC
A CLEAN RUN PROPERTY PRESERVATION	6/22/2026 lawanda@ac 961608 - A CLEAN RUN PROPERTY PRESERVATION
WASTE ELIMINATOR	6/22/2026 bdawson@w 961651 - WASTE ELIMINATOR
WASTE ELIMINATOR	6/22/2026 jskove@wa 961651 - WASTE ELIMINATOR
HELLYEAHPERFORMANCE	6/22/2026 twitterxavie 961755 - HELLYEAHPERFORMANCE
SUTTON GLOBAL LLC	6/22/2026 michaelsut 962277 - SUTTON GLOBAL LLC
BLUE NOVA LLC	6/22/2026 tiffany.ross 962369 - BLUE NOVA LLC
MOCHA V LLC	6/22/2026 mochav.llc 962582 - MOCHA V LLC
PRICE FAMILY LEGACY LLC	6/22/2026 info@pricef 962875 - PRICE FAMILY LEGACY LLC
D.& C'S. W FARMS LLC	6/22/2026 denisewoo 962954 - D.& C'S. W FARMS LLC
D.& C'S. W FARMS LLC	6/22/2026 woo10inve 962954 - D.& C'S. W FARMS LLC
A W MORRIS LOGISTICS LLC	6/22/2026 awmorristo 963035 - A W MORRIS LOGISTICS LLC
TLC HAULERS LLC	6/22/2026 tamara@tlc 963070 - TLC HAULERS LLC NA
MIJUMPER DISPOSAL & ENTERTAINMENT	6/22/2026 mijumpers 963160 - MIJUMPER DISPOSAL & ENTERTAINMENT
MULTISERVE SOLUTIONS LLC	6/22/2026 jhonhenao 963362 - MULTISERVE SOLUTIONS
MULTISERVE SOLUTIONS LLC	6/22/2026 nicoleescol 963362 - MULTISERVE SOLUTIONS
MULTISERVE SOLUTIONS LLC	6/22/2026 rickyruiz@r 963362 - MULTISERVE SOLUTIONS
VICTORNETWORTH LLC	6/22/2026 Victornetw 963763 - VICTORNETWORTH LLC
PEACHTREE WASTE LLC	6/22/2026 jlipscomb@ 963880 - PEACHTREE WASTE LLC
DEGREAT DYNASTY LLC	6/22/2026 degreatdyn 963942 - DEGREAT DYNASTY LLC
INFANTRY LANDSCAPING LLC	6/22/2026 jose@infan 963975 - INFANTRY LANDSCAPING
EDGEWOOD PROFESSIONAL SERVICES LLC	6/22/2026 edgewoodc 960727 - EDGEWOOD PROFESSIONAL SERVICES LLC
DIDO'S DUMPSTER RENTALS	6/22/2026 customers 964508 - DIDO'S DUMPSTER RENTALS
TRUE LINK FACILITY SOLUTIONS	6/22/2026 admin@tru 964933 - TRUE LINK FACILITY SOLUTIONS NA
HARLEY MARIE HAULING AND JUNK REMOVAL LLC	6/22/2026 Stefan@ha 965051 - HARLEY MARIE HAULING AND JUNK REMOVAL LLC
THOMASONS PROPERTY MAINTENANCE	6/22/2026 thomasons 965132 - THOMASONS PROPERTY MAINTENANCE
THE FORT LAUDERDALE HOSPITALITY GROUP	6/22/2026 ftlhospitalit 965317 - THE FORT LAUDERDALE HOSPITALITY GROUP NA
HARRISON LABS LLC	6/22/2026 info@abun 965371 - HARRISON LABS LLC
OTTO ENVIRONMENTAL SYSTEMS	6/22/2026 municipal 965727 - OTTO ENVIRONMENTAL SYSTEMS
DUMP ALL DAY	6/22/2026 service@dt 965882 - DUMP ALL DAY
DB SOLUTIONS	6/22/2026 dbeproduct 966121 - DB SOLUTIONS
ECHELON STRATEGIES AND SOLUTIONS	6/22/2026 brandon@e 966122 - ECHELON STRATEGIES AND SOLUTIONS
CRYSTAL ALL IN ONE CLEANING INC	6/22/2026 crystalclea 966155 - CRYSTAL ALL IN ONE CLEANING INC
PREPS PROFESSIONALS LLC	6/22/2026 harper@pre 966486 - PREPS PROFESSIONALS LLC
I SMITH VENTURES	6/22/2026 ismithvent 966818 - I SMITH VENTURES
711 EXEC'S CONSULTING GROUP LLC	6/22/2026 alisonh@7 969643 - 711 EXEC'S CONSULTING GROUP LLC
SUNNI'S RESTORATION SERVICES LLC	6/22/2026 info@sunni 969713 - SUNNI'S RESTORATION SERVICES LLC
QOR JUNK REMOVAL INC	6/22/2026 qorjunkrem 969751 - QOR JUNK REMOVAL INC

JAMRAKK TRANSPORT LLC	6/22/2026 jamrakktra 969905 - JAMRAKK TRANSPORT LLC
VEREEN INCORPORATED LLC	6/22/2026 najivereen 969938 - VEREEN INCORPORATED
BRIDGEPOINT SOLUTIONS	6/22/2026 des@bridge 969967 - BRIDGEPOINT SOLUTIONS
ALLIANCE INTEGRATED SOLUTIONS NC INC	6/22/2026 contact@al 970201 - ALLIANCE INTEGRATED SOLUTIONS
ALLIANCE INTEGRATED SOLUTIONS NC INC	6/22/2026 contact@al 970201 - ALLIANCE INTEGRATED SOLUTIONS
ALLIANCE INTEGRATED SOLUTIONS NC INC	6/22/2026 contacts@ 970201 - ALLIANCE INTEGRATED SOLUTIONS
ALLIANCE INTEGRATED SOLUTIONS NC INC	6/22/2026 mgardner@ 970201 - ALLIANCE INTEGRATED SOLUTIONS
IMANI FORGE LLC	6/22/2026 info@imani 970360 - IMANI FORGE LLC
TOTAL TASKS SOLUTIONS	6/22/2026 totaltaskss 970416 - TOTAL TASKS SOLUTIONS
TWLS LLC	6/22/2026 info@thewl 970685 - TWLS LLC
MILLER GORILLA WASTE SOLUTIONS LLC	6/22/2026 Info@miller 970764 - MILLER GORILLA WASTE SOLUTIONS
SOLOMON & SOPHIA LLC	6/22/2026 solomonan 970802 - SOLOMON & SOPHIA LLC
K KELLY VENTURES	6/22/2026 kkellyventu 971051 - K KELLY VENTURES
GLOBAL XTREME SERVICES INC	6/22/2026 xtremebusi 971061 - GLOBAL XTREME SERVICES
HARDEN EMPIRE LLC	6/22/2026 info@harde 971147 - HARDEN EMPIRE LLC
CLEAN ONE SOLUTIONS LLC	6/22/2026 info@clean 971148 - CLEAN ONE SOLUTIONS LLC
X.O.G. LC	6/22/2026 manageme 971171 - X.O.G. LC
GRAHAM SERVICES ENTERPRISE	6/22/2026 INFO@GRA 971219 - GRAHAM SERVICES ENTERPRISE
QDETLLC	6/22/2026 info@qdetll 971299 - QDETLLC
NAIL ON THE HEAD RENOVATIONS PROS LLC	6/22/2026 timothy@n 971539 - NAIL ON THE HEAD RENOVATIONS
WALTON REMOVAL LLC	6/22/2026 info@walto 971638 - WALTON REMOVAL LLC
DYNAMIC AMBITION INC.	6/22/2026 ricochetuni 971704 - DYNAMIC AMBITION INC.
INFINIPLAN GROUP LLC	6/22/2026 bcumming 971992 - INFINIPLAN GROUP LLC
MP JUNK REMOVAL LLC	6/22/2026 domdpie@ 972044 - MP JUNK REMOVAL LLC
GEROGIA WASTE SYSTEMS LLC	6/22/2026 snorwood@ 972186 - GEROGIA WASTE SYSTEMS
DIVERSIFIED CONTAINERS	6/22/2026 diversifiedc 965996 - DIVERSIFIED CONTAINERS
A & G PROPERTY PRESERVATION GROUP INC.	6/22/2026 cindy_agbi 966067 - A & G PROPERTY PRESERVATION
A & G PROPERTY PRESERVATION GROUP INC.	6/22/2026 elsha_go@ 966067 - A & G PROPERTY PRESERVATION
A & G PROPERTY PRESERVATION GROUP INC.	6/22/2026 lamarsulliv 966067 - A & G PROPERTY PRESERVATION
A & G PROPERTY PRESERVATION GROUP INC.	6/22/2026 nadean_val 966067 - A & G PROPERTY PRESERVATION
SKYLINE BUILDING SOLUTIONS INC	6/22/2026 skylinebuil 967033 - SKYLINE BUILDING SOLUTIONS
GISELLE DUMORNAY PROPERTIES LLC	6/22/2026 d.cesar131 967097 - GISELLE DUMORNAY PROPERTIES
CC2 HEALTH GROUP LLC	6/22/2026 chip@cc2h 967198 - CC2 HEALTH GROUP LLC
SUPREMEONE TRASH VALET	6/22/2026 mannceo@ 967261 - SUPREMEONE TRASH VALET
LABOR ELITE LLC	6/22/2026 info@labor 967478 - LABOR ELITE LLC
VERSAPRO SOLUTIONS LLC	6/22/2026 solutionsve 967676 - VERSAPRO SOLUTIONS LLC
ATL ELITE PROPERTY SERVICES LLC	6/22/2026 87brandonl 967679 - ATL ELITE PROPERTY SERVICES
CLEANTASTIC ATL LLC	6/22/2026 cleantastic 967680 - CLEANTASTIC ATL LLC
ROYAL CONNECT LLC	6/22/2026 Stanley@ro 967856 - ROYAL CONNECT LLC
SQUARE ONE JUNK REMOVAL	6/22/2026 salmondim 969012 - SQUARE ONE JUNK REMOVAL
SOLIDCREW SERVICES LLC	6/22/2026 smith99.ds 969119 - SOLIDCREW SERVICES LLC
T ENDURANCE CORP DBA TRINITY DISPOSAL	6/22/2026 jeff.william 969503 - T ENDURANCE CORP DBA TRINITY DISPOSAL
PRIME CONTRACTING SERVICES LLC	6/22/2026 kakeshpou 970500 - PRIME CONTRACTING SERVICES
K&S SPOTLESS CLEANING LLC	6/22/2026 markeshiat 971338 - K&S SPOTLESS CLEANING LLC

STORK STANDARD	6/22/2026	ishmael.jor 971440 - S1N	NA
SIMMONS STRATEGIES LLC	6/22/2026	simmons.s 972236 - S1N	NA
SOUTHEAST CIVIL CONTRACTING LLC	6/22/2026	cwelch@sc 972355 - SOUTHEAST CIVIL CONTR	
LOW COUNTRY PRO SERVICES LLC	6/22/2026	ruffinrashe 972406 - LOW COUNTRY PRO SERV	
ADAMS SANITATION HOLDING COMPANY	6/22/2026	Bailey@ad 972496 - ADAMS SANITATION HOLI	
ADAMS SANITATION HOLDING COMPANY	6/22/2026	Raeanna.g 972496 - ADAMS SANITATION HOLI	
ADAMS SANITATION HOLDING COMPANY	6/22/2026	Tim@adam 972496 - ADAMS SANITATION HOLI	
MAHZY FIRM LLC	6/22/2026	THEMAHZY 972519 - M N	NA
MUIR GROUP LLC	6/22/2026	gairy@muir 972534 - MUIR GROUP LLC	
THE SKKY BRAND LLC	6/22/2026	didi@thesk 972600 - T1 N	NA
BLUE RIVER SERVICES LLC	6/22/2026	info@bluer 972641 - BLUE RIVER SERVICES LL	
MILESTONE OPERATIONS	6/22/2026	andrewrobr 972646 - MILESTONE OPERATIONS	
STUBBS & COOK SOLUTIONS LLC	6/22/2026	SANDCSOL 972666 - STUBBS & COOK SOLUTIC	
ECOLOGY MIR GROUP	6/22/2026	accounting 972761 - ECOLOGY MIR GROUP	
ECOLOGY MIR GROUP	6/22/2026	quality@ec 972761 - ECOLOGY MIR GROUP	
CM CLEANING CO	6/22/2026	steven.lee 972857 - CM CLEANING CO	
THE BETTER CHOICE CLEANING SOLUTIONS LLC	6/22/2026	info@thebe 972989 - THE BETTER CHOICE CLE	
ARROW WASTE	6/22/2026	justin.vetsc 973043 - ARROW WASTE	
BRIDGERISE SOLUTIONS LLC	6/22/2026	info@bridgi 973064 - BRIDGERISE SOLUTIONS	
BLUROAR	6/22/2026	chrisdhutcl 973114 - BLUROAR	
SUPERIOR CHOICE TRANSPORT LLC	6/22/2026	mbmoguel 973245 - SUPERIOR CHOICE TRAN	
SUPERIOR CHOICE TRANSPORT LLC	6/22/2026	superiorchr 973245 - SUPERIOR CHOICE TRAN	
EMACULATE CLEANING SERVICE	6/22/2026	dametra70 973277 - EMACULATE CLEANING S	
DOMINION STATEGIC PARTNERS LLC	6/22/2026	Domionstr 968006 - DOMINION STATEGIC PAF	
ANCHOR BRIDGE LLC	6/22/2026	info@anch 968084 - ANCHOR BRIDGE LLC	
PREFERRED WASTE SOLUTION LLC	6/22/2026	jisaacpws 968090 - PREFERRED WASTE SOLU	
GENESIS THE MOVEMENT LLC	6/22/2026	ceo@gene 968100 - G Y	AFA - Black
KEITH VENTURE GROUP LC	6/22/2026	consult@kr 968204 - KEITH VENTURE GROUP L	
LIFEHAUL PRO SERVICES	6/22/2026	support@li 968259 - LIFEHAUL PRO SERVICES	
ATHENA ENTERPRISES LLC	6/22/2026	caswall@cl 968309 - ATHENA ENTERPRISES LL	
DRF TRANSPORT	6/22/2026	contracts@ 968334 - DRF TRANSPORT	
TENAX ENTERPRISES LLC	6/22/2026	tenaxenter 968438 - TENAX ENTERPRISES LLC	
STERLING RISE FEDERAL CORPORATION	6/22/2026	info@sterli 968496 - STERLING RISE FEDERAL	
CLP CENTS FOR SENSE	6/22/2026	info@clpce 968579 - CLP CENTS FOR SENSE	
PRIMECUSTODIX LLC	6/22/2026	PRIMECUS 968663 - P1 N	NA
REGTEL	6/22/2026	noreply@re 969169 - REGTEL	
SAFE-HIGHWAYS G.A LLC	6/22/2026	yordanysali 969231 - SAFE-HIGHWAYS G.A LLC	
HYPERION WHOLESALE LLC	6/22/2026	sales@hyp 969267 - HYPERION WHOLESALE L	
LUXE PRESTIGE PROPERTIES LLC	6/22/2026	luxeprestig 969329 - LUXE PRESTIGE PROPERT	
HARBOR HALO LLC	6/22/2026	mim.peters 969343 - H. N	NA
HARBOR HALO LLC	6/22/2026	simuel.ran 969343 - H. N	NA
EVEN KEEL SOLUTIONS LLC.	6/22/2026	evenkeelso 969344 - E1 N	NA
WM	6/22/2026	lvidetto@w 969412 - WM	
WHATS NEXT ENTERPRISE	6/22/2026	druben@wl 969512 - W N	NA

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.



Engineering Services Committee Meeting

Meeting Date: 9/08/2026

Amendment 14 for Capital Improvements

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Approve Amendment 14 for capital improvements at the J. B. Messerly Wastewater Treatment Plant and associated budget amendments.
Background:	Augusta Utilities is requesting approval of Amendment 14 to advance critical capital improvements at the J. B. Messerly Wastewater Treatment Plant and associated wastewater facilities. The amendment will allocate approximately \$18 million in available bond funding for priority projects designed to rehabilitate aging infrastructure, improve treatment processes, maintain regulatory compliance, and enhance system reliability and capacity. The improvements include rehabilitation of Digesters 4 and 5, emergency pond liner repairs, additional biosolids dewatering equipment, aeration improvements, pump upgrades, and other essential facility improvements.
Analysis:	Approval of Amendment 14 will allow Augusta Utilities to move forward with priority capital projects through Azuria/Inframark, providing streamlined project management and execution. These improvements are necessary to address aging and critical infrastructure, improve biosolids handling and wastewater treatment performance, maintain state and federal permit compliance, reduce operational risks and costs, and provide additional capacity to support Augusta's future residential, commercial, and industrial growth. There is approximately \$44 million of unencumbered and unbudgeted funding currently available in Fund 516, the 2024 Bond fund. Therefore, we request that the Commission approve a budget adjustment for the Fund 516 portion of this request against Fund Balance appropriations concurrently with this agenda item to allow for the funding in Fund 516.
Financial Impact:	Funding in the amount of \$18,116,929.00 is available from accounts: \$17,441,929 from G/L 516043420-5425210 - J/L 82600060-5425210 (fund balance appropriation) \$675,000 from (FORT GORDON) G/L 507043490-5212115 - J/L 88880230-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these capital improvements be approved.
Funds are available in the following accounts:	Funding is available in the following accounts: \$17,441,929 from G/L 516043420-5425210 - J/L 82600060-5425210 \$675,000 from (FORT GORDON) G/L 507043490-5212115 - J/L 88880230-5212115
REVIEWED AND APPROVED BY:	Wes Byne, Director

AMENDMENT NO. 14
to the
AGREEMENT Between
Inframark, LLC d/b/a ESG Operations
And
Augusta, Georgia
For
Operations, Maintenance and Management Services

This Amendment is made and entered into this _____ day of _____, 2026, between **AUGUSTA, GEORGIA, by and through the Augusta-Richmond County Commission**, a political subdivision of the State of Georgia (hereinafter "Augusta"), and **Inframark, LLC d/b/a ESG OPERATIONS**, a Texas limited liability company, (hereinafter "ESG"). This is Amendment No. 14 to the Agreement dated the 16th day of December 2009, between Augusta and ESG.

NOW THEREFORE, Augusta and ESG agree to amend the Agreement as follows:

REPLACE Appendix O with new Appendix O, ADD Appendix P, Appendix Q, Appendix R, Appendix S, Appendix T, and Appendix U

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by signature below.

Authorized signatures:

IINFRAMARK, LLC d/b/a ESG Operations

AUGUSTA, GEORGIA

By: _____
Steve Meineger, CEO Inframark

By: _____
Garnett Johnson, Mayor

By: _____

Date: _____

Date: _____

ATTEST: _____
Clerk of Commission

Date: _____

Appendix O –

Renovations are needed on the Fort Gordon Irrigation elevated storage tank. ESG will facilitate the following at the request of AUD:

Irrigation Tank Exterior Specifications

- Surface Preparation: Pressure wash exterior with rotary nozzle at a minimum of 3,500 psi
- 1st Coat: Tnemec Series 108 ProBond, DFT 1.5-2.5 mils
- 2nd Coat: Tnemec Series 118 Uni-Bond Mastic, DFT 6-8 mils
- Finish: Tnemec Series 1029 Enduratone, DFT 2-4 mils
- Logo: Tnemec Series 1028 Enduratone, DFT 2-4 mils
- Install Class 3A containment

Lump sum costs are **\$675,000.00** inclusive of all labor, equipment and material required for the above listed scope. There will be **zero** percent markup on this scope.

Appendix P – JB Messerly Digester 4 & 5 Rehabilitation

The JB Messerly WPCP's Digesters four and five are in need of repair. ESG proposes to install a new lid, mix pump and jet mix nozzles, sludge heater and recirculation pump, and address damage from Helene to structures on the facility and associated expenditures. The estimated costs are as follows:

Summary of Cost Estimate		
Item	Description	Cost
1	Digester Mixing	\$284,000
2	Digester Lid and Installation	\$3,400,000
3	Digester Piping and Misc.	\$202,000
4	Sludge Heater and Recirculation	\$950,000
5	Demolition, Cleaning, Door Repair, Roof Repair, Replace IPS covers, Emergency Expenditures	\$2,024,508
Subtotal		\$6,860,508
6	Tax	\$226,000
7	Design	\$175,000
8	Contingency	\$343,025
Sub-Total		\$7,604,533
9	Mark Up	\$684,408
Total		\$8,288,941

ESG's cost estimate is Eight Million Two Hundred Eighty-Eight Thousand Nine Hundred Forty-One dollars (\$8,288,941) inclusive of a nine percent markup. ESG will invoice Augusta monthly based on the actual cost incurred for this work.

Appendix Q – JB Messerly Dewatering Rehabilitation

The JB Messerly WPCP's dewatering equipment was replaced in 2021 but did not expand capacity or through-put. ESG is proposing to procure and install one additional new 2M belt filter press and control system, one sludge feed pump and refurbish one existing, and add additional water capacity to the dewatering facility to address through put issues in the system. The estimated costs are as follows:

Summary of Costs Estimate		
Item	Description	Cost
1	Belt Filter Press	\$751,000
2	Water line, Foundation and ancillary, grating, plumbing, electrical, etc.	\$275,000
3	Sludge Conveyance	\$177,500
4	Thickened sludge feed pump	\$260,000
5	Polymer Feed	\$45,000
Subtotal		\$1,508,500
6	Tax	\$133,000
7	Design	\$135,000
8	Contingency	\$274,382
Sub-Total		\$2,050,882
9	Mark Up	\$184,579
Total		\$2,235,461

ESG's cost estimate is Two Million Two Hundred Thirty-Five Thousand Four Hundred Sixty-One dollars (\$2,235,461) inclusive of a nine percent markup. ESG will invoice Augusta monthly based on the actual cost incurred for this work.

Appendix R – JB Messerly Emergency Pond Liner Repair

The JB Messerly WPCP's Final Pond liner has torn and has created compliance issues at the outfall. Presently, there is no way to take the pond out of service to make the necessary repairs. ESG proposes to construct a new bypass around the structure to provide for current and future repairs, dewater the pond, and repair the existing liner. The estimated costs are as follows:

Summary of Costs Estimate		
Item	Description	Cost
1	Final Pond Liner repair, empty pond	\$1,300,000
2	Bypass Pump rental	\$300,000
3	Bypass construction	\$2,000,000
Subtotal		\$3,600,000
4	Tax	\$35,000
5	Design	\$200,000
6	Contingency	\$180,000
Sub-Total		\$4,015,000
7	Mark Up	\$361,350
Total		\$4,376,350

ESG's cost estimate is Four Million Three Hundred Seventy-Six Thousand Three Hundred Fifty dollars (\$4,376,350) inclusive of a nine percent markup. ESG will invoice Augusta monthly based on the actual cost incurred for this work.

Appendix S – JB Messerly Aeration Basin 2A and 2B Rehabilitation

The JB Messerly WPCP's Aeration System is reaching its capacity. Two offline aeration basins, 2A and 2B do not have functioning diffusers. Restoring this capacity would expand organic capacity of the facility that would provide a needed redundancy to facilitate timely maintenance of the other aeration basins and expand organic capacity to provide for future growth in the collection system. ESG proposes to demolish existing inoperable diffusers and clean and prepare the basin for installation of new diffuser equipment. The estimated costs are as follows:

Table 1 - Summary of Costs		
Item	Description	Cost
1	Aeration Diffusers and Installation Basin 2A, 2B	\$759,300
2	Demolition	\$232,000
SubTotal		\$991,300
3	Design	\$50,000
SubTotal		\$1,041,300
4	Mark Up	\$93,717
Total		\$1,135,017

ESG's cost estimate is One Million One Hundred Thirty-Five Thousand Seventeen dollars (\$1,135,017) inclusive of a nine percent markup. ESG will invoice Augusta monthly based on the actual cost incurred for this work.

Appendix T – Spirit Creek Pump Repair and Replacement, Improvements

All three 335 hp Flygt pumps have failed at the Spirit Creek Lift Station, 2 each in the last rain event. The station is currently operating on rental pumps. Two pumps have been sent off for repair, with the third requiring replacement. ESG proposes to repair the 2 existing repairable pumps and purchase 2 additional new pumps, one of which will be a shelf spare. The estimated costs are as follows:

Summary of Costs Estimate		
Item	Description	Cost
1	Flygt 335 hp, new, with install - 2 each	\$360,000
2	Rebuild 2 each Flygt 335 hp submersibles	\$285,000
3	Bar Screen and Compactor	\$335,000
Subtotal		\$980,000
4	Tax	\$35,000
5	Contingency	\$49,000
Sub-Total		\$1,064,000
6	Mark Up	\$95,760
Total		\$1,159,760

ESG's cost estimate is One Million One Hundred Fifty-Nine Thousand Seven Hundred Sixty dollars (\$1,159,760) inclusive of a nine percent markup. ESG will invoice Augusta monthly based on the actual cost incurred for this work.

Appendix U – Raw Water Pump Station Engine Replacement

Two engines at the RAW water pump Station need replacement. ESG proposes purchasing and shipping two low hour engines suitable to meet the requirements of the station to restore pumping capacity to the facility. The estimated costs are as follows:

Summary of Costs Estimate		
Item	Description	Cost
1	CAT C32 1925 HP Tier 3 Marine Engine - 2 EACH	\$220,000
Subtotal		\$220,000
7	Mark Up	\$26,400
Total		\$246,400

ESG's cost estimate is Two Hundred Forty-Six Thousand Four Hundred dollars (\$246,400) inclusive of a twelve percent markup. ESG will invoice Augusta monthly based on the actual cost incurred for this work.



Engineering Services Committee Meeting

Meeting Date: 9/08/2026

Update on J.B. Messerly Wastewater Treatment Plant

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Receive update on the J. B. Messerly Wastewater Treatment Plant
Background:	The J. B. Messerly Wastewater Treatment Plant is a critical component of Augusta Utilities' wastewater infrastructure and plays an essential role in protecting public health, supporting continued growth, and safeguarding the Savannah River watershed. Augusta Utilities continues to evaluate, maintain, rehabilitate, and improve the facility's treatment systems and supporting infrastructure to ensure reliable operations and compliance with applicable regulatory requirements.
Analysis:	Augusta Utilities continues to address critical infrastructure and operational needs at the J. B. Messerly Wastewater Treatment Plant. Current and planned improvements focus on rehabilitating aging assets, improving reliability and efficiency, and supporting regulatory compliance and long-term facility performance.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne, Director

AMENDMENT 14

Capital Improvement Projects

Strategic investments in reliability, compliance,
capacity and Augusta's future growth

Augusta Utilities Department

Commission Presentation | 2026

Wes Byne, Director



What is Amendment 14?

OVERVIEW

A focused capital improvement amendment using available bond funds.

AVAILABLE BOND FUNDS

≈ **\$18 MILLION**

Contingency / cash-on-hand funds allocated to priority capital improvements.

DELIVERY PARTNER

INFRAMARK / ESG

Execute and coordinate the identified capital projects on AUD's behalf.

USE OF FUNDS

CAPITAL ONLY

Funds are dedicated strictly to capital improvements at the wastewater system.

The objective: move critical projects forward efficiently while protecting system reliability and treatment performance.

Why This Delivery Approach?

DELIVERY

Streamlined coordination reduces layers and keeps accountability close to the work.

1

Fewer Layers

Avoids placing a separate project manager between AUD, Azuria/Inframark and contractors.

2

Faster Coordination

Reduces meeting handoffs and simplifies communication during execution.

3

Project Management

Azuria/Inframark manages coordination and delivery for a markup of less than 10%.

4

Capital Focus

Keeps the approximately \$18M investment directed toward critical infrastructure improvements.

Capital Improvement Portfolio

PROJECTS

Seven priority areas address treatment, biosolids, tanks, pumps and reliability.

TK	Fort Gordon Nonpotable Tank	Painting and rehabilitation to protect the asset and extend useful life.
D4	Digesters 4 & 5	≈ \$8.3M rehabilitation plus structural integrity evaluation.
BP	Additional Belt Press	Improved biosolids dewatering to reduce hauling weight and cost.
PL	Emergency Pond Liner	≈ \$4.4M repair to support compliance and final treatment reliability.
AR	Aeration Basins 2A & 2B	Additional aeration capacity to improve organic treatment and effluent quality.
SP	Spirit Creek Pumps	Two new pumps plus rebuilding two existing pumps.
D8	Diesel No. 8	Two engines are in Augusta awaiting frame construction and installation.

Digesters 4 & 5 Rehabilitation

BIOSOLIDS

Restoring critical infrastructure for effective biosolids management.

CAPITAL INVESTMENT

≈ \$8.3M

Rehabilitation to return both digesters to dependable operating condition.

D4

D5

Why it matters

- Digesters are essential to processing and disposing of biosolids.
- Tank manufacturer is developing a scope using a newer structural analysis technique.
- Work will verify tank-shell integrity and restore long-term reliability.

Without reliable digesters, the plant cannot efficiently manage its biosolids stream.

Treatment Efficiency Improvements

TREATMENT

Investments that improve process performance while reducing avoidable operating costs.

ADDITIONAL BELT PRESS CAPITAL INVESTMENT: \$2.2 M

- Removes more water from final biosolids
- Produces a drier material for hauling
- Reduces trucking weight and fuel use
- Improves dewatering efficiency

SOUTH AERATION BASINS 2A & 2B CAPITAL INVESTMENT: \$1.1 M

- Adds aeration capacity
- Treats more organic waste
- Improves final effluent quality
- Reduces load on other treatment processes

Operational benefit: better treatment performance + lower long-term handling costs.

Emergency Pond Liner Repair

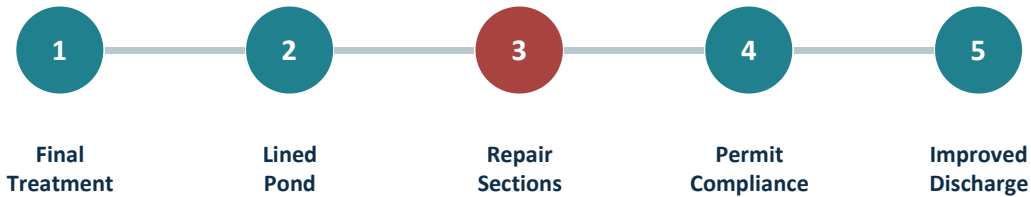
COMPLIANCE

Repairing a damaged liner at the end of the treatment process.

ESTIMATED INVESTMENT

≈ \$4.4M

Repair and replacement of damaged polyethylene liner sections.



- The liner was damaged after being pulled into an aeration pump.
- Operations has managed the condition, but permanent repair is required.
- Repair supports state and federal permit compliance and protects final water quality.

Pump Station & Infrastructure Reliability

RELIABILITY

Reducing emergency response needs and supporting South Augusta improvements.

SPIRIT CREEK PUMP STATION CAPITAL INVESTMENT: \$1.1 M

2 NEW PUMPS
+ 2 REBUILT PUMPS

Reduces reliance on emergency replacements and rental pumps.

Supports South Augusta Sewer Improvement Projects included in SPLOST 9.

DIESEL NO. 8 CAPITAL INVESTMENT: \$250 k

2 ENGINES IN AUGUSTA

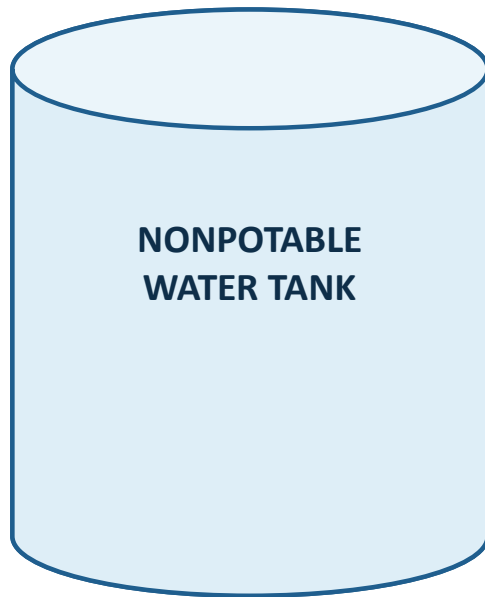
Previously approved purchase was placed through Azuria/Inframark due to timing and contract execution.

Engines are awaiting frame construction and installation.

Fort Gordon Nonpotable Water Tank

ASSET CARE

Preserving an existing asset through painting and rehabilitation.

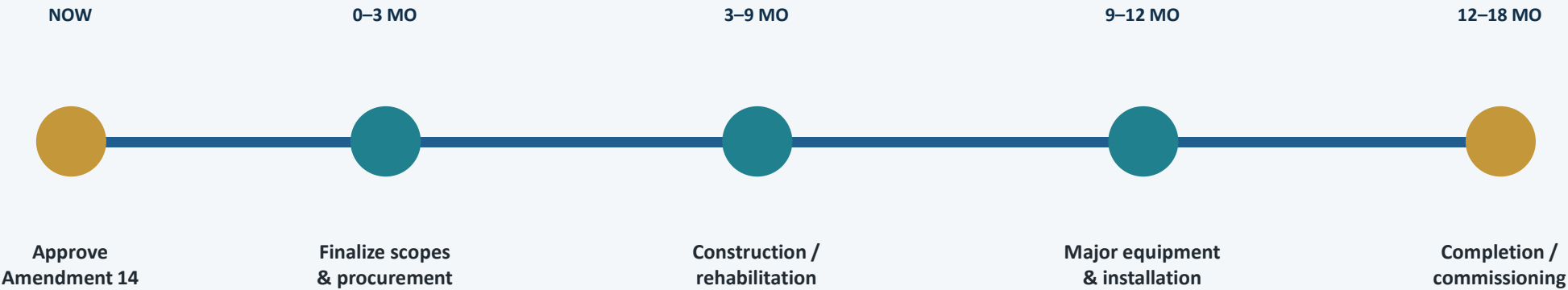


- Paint and rehabilitate the tank to protect the structure.
- Extend the useful life of the existing asset.
- Maintain dependable non-potable water infrastructure at Fort Gordon.
- Address preventive maintenance before deterioration becomes a larger capital issue.
- **CAPITAL INVESTMENT: \$675 k**

Implementation Timeline

TIMELINE

Major Amendment 14 projects are expected to move through a 12–18 month delivery window.



Sequencing will vary by project, but the goal is coordinated delivery with fewer management handoffs.

Leveraging Additional Funding

FUNDING

Outside financing expands the capital program while minimizing long-term borrowing cost.



Potential funding availability: January–February 2027, with additional funding opportunities possible in 2027.

Nearly \$40 Million Invested in Augusta's Future

Capital improvements designed to strengthen today's system and prepare for tomorrow's growth.



The result: a more resilient wastewater system positioned to support residents, businesses and future industrial development.

Requested Action

ACTION

Commission authorization will allow critical capital projects to advance.

APPROVE AMENDMENT 14

- Authorize approximately \$18 million for the identified capital improvement projects.
- Allow Inframark/ESG to coordinate and execute the projects on Augusta Utilities' behalf.
- Advance improvements necessary for reliability, regulatory compliance, treatment capacity and future growth.

Protect the system. Improve performance. Prepare Augusta for growth.

THANK YOU!

QUESTIONS??



J.B. MESSERLY WATER POLLUTION CONTROL PLANT (WPCP)

Protecting Your Investment. Prolonging the Life of Your Assets.



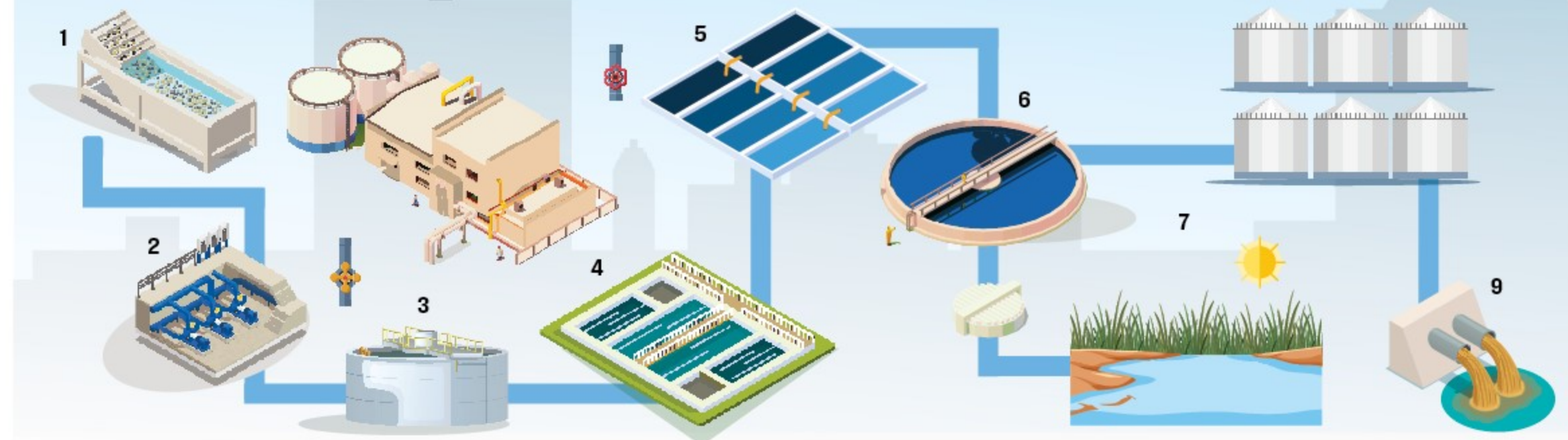
TOTAL INVESTMENT

\$25,966,291

REPAIR + REHABILITATION PROJECTS

J.B. MESSERLY WATER POLLUTION CONTROL PLANT (WPCP)

Protecting Your Investment. Prolonging the Life of Your Assets.



1	2	3	4	5	6	7	8	9
BAR SCREEN	PUMP STATION	EQUALIZATION BASINS	PRIMARY CLARIFIER	AERATION BASINS	FINAL CLARIFIER	CONSTRUCTED WETLANDS	DIGESTERS	DEWATERING
\$3,000,000	\$250,000	\$3,000,000	\$3,200,000	\$1,100,000	\$800,000	\$4,376,350	\$8,288,941	\$751,000
Addition of course screening	Replace pump piping with thicker stainless material	Repair of air diffuser grid	Chain and Flight material and installation	Rehab of diffuser at South Aeration Basin \$1,200,000 Rehab of diffuser at North Aeration Basin	Rehab of Clarifier #4	Repair of Pond Liner	Rehab of Digester 4 and Digester 5	Addition of 4th Belt Press



TOTAL INVESTMENT

\$25,966,291

REPAIR + REHABILITATION PROJECTS

A BETTER WORLD
TOGETHER

INFRAMARK®
An azurix Water Solutions Company



Engineering Services

Meeting Date: 09/08/2026

ISM On-Call Engineering Services Additional Fees

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve additional fees in the amount of \$407,255.00 to ISM Engineering for engineering services supporting project management, rainfall, and on-call engineering. ISM is a Prequalified Engineering Consultant (RFQ24-132)
Background:	AUD is currently designing several projects to improve service and facilities around the system, in addition to maintaining the rainfall monitoring network. ISM has an on-call contract and has provided support services for multiple engineering projects. This would extend the on-call contract to allow these services to continue.
Analysis:	This additional scope is in support of rainfall monitoring, and supplemental engineering projects.
Financial Impact:	This additional funding has been targeted to continue using ISM in an on-call basis. Funding in the amount of \$407,255.00 is available from accounts: G/L 516043490-5212115 - J/L 88880230-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these engineering services with ISM be approved.
Funds are available in the following accounts:	Funding is available in the following accounts: G/L 516043490-5212115 - J/L 88880230-5212115
<u>REVIEWED AND APPROVED BY:</u>	Wes Byne

March 27, 2026

Frank W. Byne, PE
Director – Augusta Utilities Department
452 Walker Street, Ste. 200
Augusta, GA 30901

RE: 2026 Proposal and Fee for AUD Projects – Phase II

Dear Mr. Byne:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta Utilities Department (AUD) to continue providing services for current ISM projects through 2026. Fees are for four (4) ongoing AUD projects, and the total estimated fee for Phase II is **\$407,255.00**. Please note that projects (5) Dennis Road Improvement Waterline Design has been completed, and (6) Rain Guage Installations was eliminated. Please also note that the scope timeframe is for nine (9) months. See details attached.

AUD PROJECT COST SUMMARY - 2026 <i>(Revised for 9 Months)</i>		
NO.	DESCRIPTION	TOTAL COST
1	Project Management	\$ 231,840.00
2	Littrell Planning and Design	\$ 70,178.25
3	On-going Rainfall Analysis	\$ 90,516.00
4	1858 Wylds Road Site Design	\$ 14,720.75
5	Dennis Road Improvements Waterline Design <i>(Completed)</i>	\$ -
6	Rain Guage Installations <i>(Eliminated)</i>	\$ -
		<u>\$407,255.00</u>



Once again, we appreciate your consideration of ISM for this project and if these fees are acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me at (706) 691-8611.

Sincerely,

Abie L. Ladson, PE

ACCEPTED:

Frank W. Byne, PE

SIGNATURE: _____

TITLE : _____

DATE: _____

AUD PROJECT MANAGEMENT (<i>Revised</i>)					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Project Engineer (9 months full-time)	hr.	1,440.00	\$ 140.00	\$ 201,600.00
2	Administration (9 months)	LS	1.00	\$ 30,240.00	\$ 30,240.00
					\$ 231,840.00

AUD LITRELL PROJECT (Revised)						
NO.	DESCRIPTION	TITLE	UNIT	QUANTITY	UNIT COST	COST
1	Hydrology and Hydraulic Study/Analysis	Principal/Team Lead	hr.	4.00	\$ 270.00	\$ 1,080.00
		Project Manager	hr.	8.00	\$ 205.00	\$ 1,640.00
		Senior Design Engineer	hr.	90.00	\$ 205.00	\$ 18,450.00
		Staff Engineer	hr.	90.00	\$ 100.00	\$ 9,000.00
2	Preliminary and Final Plans	Principal/Team Lead	hr.	8.00	\$ 270.00	\$ 2,160.00
		Project Manager	hr.	16.00	\$ 205.00	\$ 3,280.00
		Senior Design Engineer	hr.	24.00	\$ 205.00	\$ 4,920.00
		Staff Engineer	hr.	80.00	\$ 100.00	\$ 8,000.00
		Senior CAD Technician	hr.	30.00	\$ 100.00	\$ 3,000.00
3	Survey	EMC Engineering (Subconsultant) <i>Work Completed</i>	LS	-	\$ 12,500.00	\$ -
4	Wetland/Cultural Resources Study	POND (Subconsultant) <i>(Work has Commenced)</i>	LS	0.25	\$ 22,593.00	\$ 5,648.25
5	Administration	N/A	LS	1.00	\$ 13,000.00	\$ 13,000.00

\$ 70,178.25

AUD RAINFALL PROJECT <i>(Revised)</i>					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Rainfall Technical Services	MO	9.00	\$ 7,950.00	\$ 71,550.00
2	Administration (1 year)	MO	9.00	\$ 1,193.00	\$ 10,737.00
3	Contingency (10%)	LS	1.00	\$ 8,229.00	\$ 8,229.00

\$ 90,516.00

AUD 1858 WYLDS ROAD PROJECT (Remaining Amount to Complete Project)					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Design Services to Complete Project	LS	1.00	\$ 13,382.50	\$ 13,382.50
2	Contingency (10%)	LS	1.00	\$ 1,338.25	\$ 1,338.25
					\$ 14,720.75

AUD DENNIS ROAD IMPROVEMENTS PROJECT (<i>Waterline Design</i>)					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Design Services to Complete Project	LS	-	\$ 59,290.00	\$ -
2	Contingency (10%)	LS	-	\$ 5,929.00	\$ -
					<u>\$ -</u>

AUD RAIN GUAGE INSTALLATION PROJECT					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
1	Installation Services to Complete Project	LS	-	\$ 31,050.00	\$ -
2	Contingency (10%)	LS	-	\$ 3,105.00	\$ -

\$ -

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC



Engineering Services Committee Meeting

Meeting Date: September 8, 2026

County-wide Trees Maintenance and Removal Funding

File Reference: 26 – 014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve funding in the amount of \$150,000 from vegetation management 2026 allocation to ensure continuity of county-wide right of way trees maintenance and removal services. /AE
Background:	Engineering SPLOST 8 included \$1 million in funding allocated for the management of trees within Augusta-owned rights-of-way. Significant portions of the tree canopy along these rights-of-way are aging and increasingly vulnerable to stress and damage from severe weather events, which are occurring with greater frequency and intensity than in the past. Hurricane Helene caused extensive damage to the aging tree canopy. The impacts of recent severe weather events, including Hurricane Helene, are becoming increasingly evident throughout the area. Aging and damaged trees pose growing risks to public safety, transportation infrastructure, utilities. This funding will support maintenance and removal of trees as needed to reduce hazards.
Analysis:	To provide the necessary funding to maintain uninterrupted tree maintenance and removal services along county rights-of-way, supporting public safety, accessibility, and the proper maintenance of County infrastructure.
Financial Impact:	Funding is available within the 2026 General Fund allocation for the new Vegetation Management Department (currently in contingency). Since these funds will not be used for the new department in 2026, Finance recommends repurposing these funds on a one-time basis for the current year.
Alternatives:	Not proposed.
Recommendation:	Approve funding in the amount \$150,000 from vegetation management 2026 allocation to ensure continuity of county-wide right of way trees maintenance and removal services. /AE
Funds are available in the following accounts:	(\$150,000) 101000000 – General Funds Contingency
<u>REVIEWED AND APPROVED BY:</u>	HM/sr







Engineering Services Committee

August 25, 2026

Uneven manway covers

Department:	N/A
Presenter:	N/A
Caption:	Mr. Richard E Jones- uneven manway covers and work order cancellations.
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
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

☐ Commission	Date of Meeting _____
☐ Public Safety Committee	Date of Meeting _____
☐ Public Services Committee	Date of Meeting _____
☐ Administrative Services Committee	Date of Meeting _____
☒ Engineering Services Committee	Date of Meeting <u>25 August</u>
☐ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Richard E Jones
 Address: 2316 Tudor Dr Augusta GA
 Telephone Number: 762-218-0794
 Fax Number: _____
 E-Mail Address: _____

Caption/Topic of Discussion to be placed on the Agenda:

Uneven manway cover work order cancellations

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building

535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820

Fax Number: 706-821-1838

E-Mail Address: lbonner@augustaga.gov
nmcfarley@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

8:37 am
PN

Work order request list *reference Road problems*

1. 515931 manway cover Crawford ave. an Watkins striking up
2. 505125 resurface heard ave. at Walton way to central ave.
3. 505120 on laney walker from 2d street to eastboundry about 4 uneven Manways striking in the right lane like speed bumps *2023*
4. 505121 baker ave from Richmond academy to central ave. needs *2023* resurfacing
5. ** 524461 crossing stripes needed in front Bethel AME church *2024*
 ** 524462 put pedestrian crossing signs to go with crossing stripes *2024*
6. 503786 3 uneven large manway cover on tubman home rd. from Gordon hwy to tudor dr. *did 2 out of 3*
7. 505125 on Walton way infront piedmont hospital uneven way about 4 *2023*
8. ~~24-00034875 hole on olive rd near old dairy queen~~ *Done*
9. 505118 large uneven manway that belong to ga power or att has it been coordinated to even it with surface

comment — the manway covers to be or small can be fix done just like the one on stant coming to telfair threw out the county an city streets



Engineering Services Committee

September 8, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the August 25, 2026 Engineering Services Committee Meeting.
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
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MINUTES

Commission Chamber

Tuesday, August 25, 2026

1:05 PM

PRESENT:

Commissioner Don Clark, Vice-Chair

Commissioner Lonnie Wimberly, Member

Mayor Pro Tem Wayne Guilfoyle, Member

Mayor Garnett Johnson

Commissioner Tony Lewis

Commissioner Francine Scott

Commissioner Tina Slendak

Commissioner Stacy Pulliam

Commissioner Brandon Garrett

ABSENT:

Commissioner Jordan Johnson, member

1. **Approve** the GDOT Standard Utility Agreement.

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

2. Emergency Service to change out Radiator on Max Hicks Plant Main Generator

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

3. Approve execution of a Memorandum of Understanding (MOU) with the Canal Authority for the use of approximately 0.9 acres of Augusta, Georgia-owned property (Map/Parcel No. 027-0-006-00-0), as depicted on Exhibit A, for the limited purpose of disposing of, stockpiling, handling, and processing organic material removed from Augusta's First Level Canal. Land is part of larger land track (Map/Parcel: 027-0-006-00-0) owned by the Augusta, Georgia and depicted on Exhibit A attached.
/AE

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

4. Approve supplemental funding (SA1) for Gexpro in an amount not to exceed \$30,000 for the temporary storage of materials associated with the Broad Street Improvement Streetlighting Project (GDOT PI#0020263). Gexpro is the streetlighting material provider for this project (26ENG102). / AE

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

5. Approve award of “Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, street Lighting, and Other Concrete Works” Contract to Beams Contracting, Inc., Blair Construction, Inc., J & B Construction and Services, Inc., and Larry McCord, LLC Design-Build, subject to receipt of signed contract and proper insurance documents. The Contract is for two years with renewal option of three additional years. AE/25-155A

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

6. Approve supplemental funding (SA6) in the amount of \$153,060 to Hussy Gay Bell (HGB) for Construction Engineering and Inspection (CEI) services during construction phase of the TIA funded Broad Street Improvements Project (PI#0011382). AE / RFP 18-311 (19ENG752)

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

7. Motion to authorize condemnation to acquire property in fee simple and a temporary easement (Parcel 087-1-192-00-0) 2020 Barnes Road.

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

8. Motion to authorize condemnation to acquire a drainage and utility easement and a temporary construction easement (Parcel 018-0-042-00-0)

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

9. **Mr. Richard E Jones-** uneven manway covers and work order cancellations.

It was the consensus of the Committee to forward to the next committee meeting.

10. Motion to **approve** the minutes of the August 11, 2026 Engineering Services Committee Meeting.

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

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